Committee of the Whole Agenda

Terrace Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, September 26, 2023

6:00 PM

1. **ROLL CALL**
2. **MINUTES APPROVAL**
3. **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.

4. **DISCUSSION TOPICS**

   A. A Presentation on Addendum III of the Master Storm Water Management Plan
   Staff will provide a presentation to update the Village Board on the process of reviewing, editing and other key milestones for the project.
   Staff will be prepared to provide the presentation and answer any questions that may arise during the meeting.

   B. Preliminary Discussion Regarding the Next Refuse & Recycling Franchise Agreement
   Village staff will present a timetable for implementing a successor refuse and recycling franchise agreement as well as potential policy considerations related to the development of a Request for Proposal.

5. **REMARKS FOR THE GOOD OF THE ORDER**
6. **CLOSED SESSION**
7. **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 or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Cc: Committee of the Whole
Date: 2023-09-26
Subject: Preliminary Discussion Regarding the Next Refuse & Recycling Franchise Agreement

Overview/Synopsis.
Village staff will present a timetable for implementing a successor refuse and recycling franchise agreement as well as potential policy considerations related to the development of a Request for Proposal.

Fiscal Impact.
N/A.

Recommendation.
Staff will present an overview of the timetable for Requests for Proposals for a successor refuse and recycling franchise agreement as well as potential policy considerations. The Board is not required to provide specific direction at this time. The Board may want to consider referral of future policy discussions on the topic to the Community and Sustainability Committee of the Village Board.

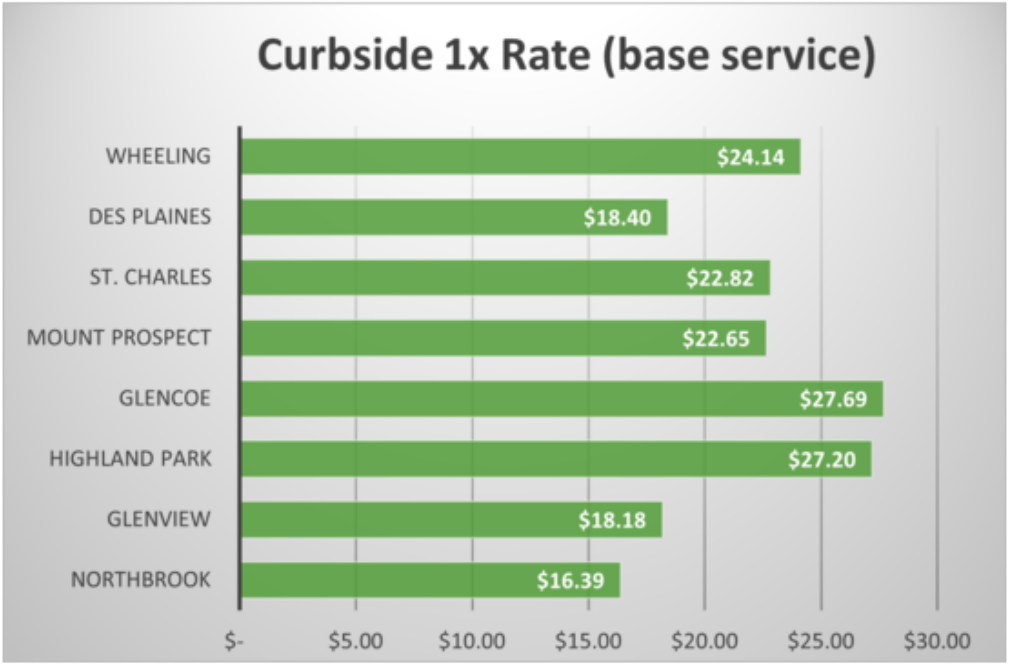
Background.
The Village contracts with Waste Management (WM) to provide refuse, recycling, landscape waste, and organics collection for all single-family and some multi-family properties within the Village of Northbrook. Waste Management acquired Advanced Disposal, the Village's former service provider, in late 2020. The current six-year contract expires August 31, 2024 with the option of a one year contract extension, if required.

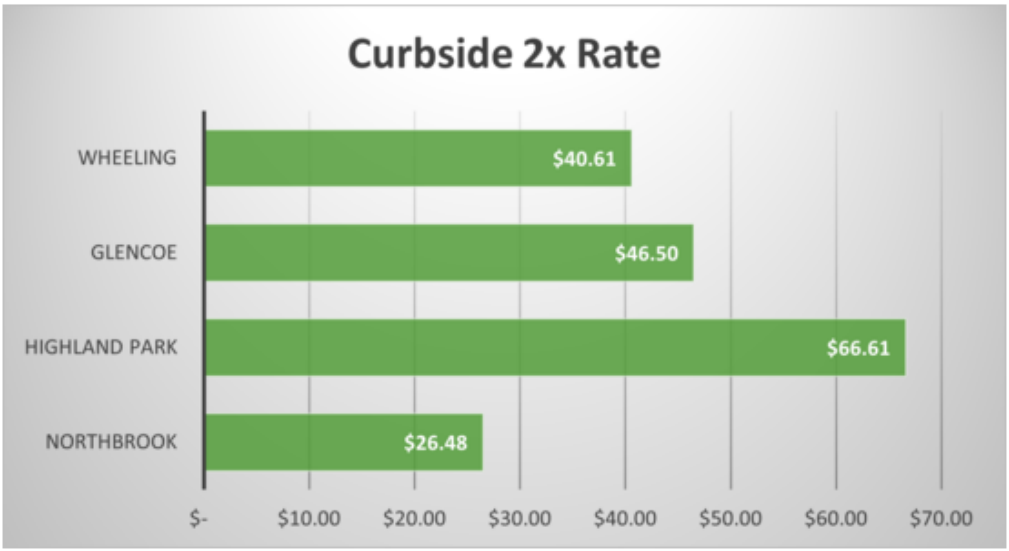
Staff reviewed and compared several current contracts between municipalities and waste haulers. Staff also collected rate information from additional nearby communities. Both analyses are attached for review (please note an update to the table comparing municipal contracts will be updated in advance of the meeting as additional data is scheduled to be received by September 26, 2023).

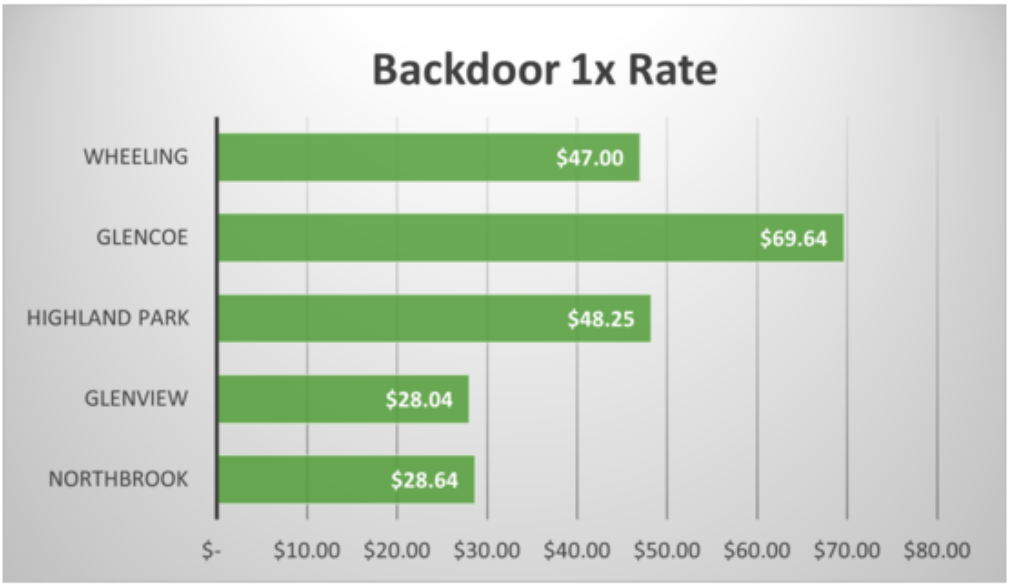
Staff has identified the following key elements of a municipal refuse and recycling contract, which the Board may want to consider in future policy discussions:

- How important is it to limit changes to day-to-day operations? For example, collection day, time of collection, etc.
- How important is it to keep quarterly rates inline with comparable communities? Is volume pricing a priority?
- How important is it to limit changes to the "add-on" services provided today? For example, senior discount, hardship program, backdoor service, or 2x weekly service.
- How important is it to offer an opt-out compost program versus an opt-in compost program?
- How important is to ensure exact provisions of the Climate Action Plan (CAP) are incorporated into the contract?
- Should the Village offer additional incentives or subsidizes to encourage composting and other sustainable practices?
- Should the contractors sustainability practices be prioritized, even if that results in higher rates?
- Is the Board satisfied with the extra collection opportunities such as free onsite dumpsters when requested, special scheduled pickups, and annual spring clean-up provided today?
- What are the Board's expectations related to reporting?
- What changes to customer service would the Board like to see?
- Does the Board have a preferred length of contract?
- How important is it that the vendor provide additional recycling opportunities such as electronics, plastic bags, light bulbs and batteries?

Exhibit B Curbside 1x Week Comparison
Exhibit C Curbside 2x Week Comparison
Exhibit D Backdoor Service 1x Comparison
2023 Refuse & Recycling RFP Comparison


Curbside 1x Rate (base service)
WHEELING
DES PLAINES
ST. CHARLES
MOUNT PROSPECT
GLENCOE
HIGHLAND PARK
GLENVIEW
NORTHBROOK
$24.14
$18.40
$22.82
$22.65
$27.69
$27.20
$18.18
$16.39
$-
$5.00
$10.00
$15.00
$20.00
$25.00
$30.00


Curbside 2x Rate
WHEELING
$40.61
GLENCOE
$46.50
HIGHLAND PARK
$66.61
NORTHBROOK
$26.48
$-
$10.00
$20.00
$30.00
$40.00
$50.00
$60.00
$70.00


Backdoor 1x Rate
WHEELING
GLENCOE
HIGHLAND PARK
GLENVIEW
NORTHBROOK
$47.00
$69.64
$48.25
$28.04
$28.64
$-
$10.00
$20.00
$30.00
$40.00
$50.00
$60.00
$70.00
$80.00

	Northbrook	Wilmette*	Glenview	Highland Park	Glencoe	Mount Prospect	Deerfield
Company	Waste Management		Groot	LRS	LRS	Republic Services	LRS
Basic Service	Weekly refuse & recycling service at $16.39/month (curbside 1xweek, 65 gal)		Weekly refuse & recycling service at $18.18/month (includes $6.05/month SWANC fee)	Weekly refuse & recycling service at $27.20/month (curside 1xweek, 35 or 65 gal)	Weekly refuse & recyling service at $27.69/month (curbside 1x)	Weekly refuse & recycling service at $22.65 all encompassing	Weekly refuse & recycling service $8.32/month
Other Service Types	35, 65, and 95 gal container options. Curbside 2x ($25.44, $26.48, $27.52/month), Backdoor 1x ($28.64, $29.68, $30.72/month), Backdoor 2x ($36.39, $37.43, $38.47/month,		Backdoor pick-up $28.04/month	35, 65, and 95 gal container options. Curbside 2x $66.61/month, Backdoor 1x $48.25/month, Backdoor 2x $88.66/month.	Curbside 2x $46.50/month, Backdoor 1x $69.64.month, Backdoor 2x $77.84/month, Curbside 1x 65 or 95gal options, Backdoor 1x 65-gal cart or self provided cart, Backdoor 2x and Curbside 2x residents provide their own containers.	35, 65, and 95 gal options.	
Composting	35 and 95 gal options with option for subscription service or sticker program. $124.85/year (35 gal) or $145.66 (95 gal).		Subscription (April - November) - $162.47/year. 95-gal Landscape Wate cart rental $8.73/month	Landscape waste collection from April 1 - December 15.	Service available from April 1 - December 15. $145 annual fee.	Unlimited collection at no additional charge. $4.00/month to rent cart.	Each resident recieves one 35 gal container for landscape and food scrapes. Available from April 1 - December 15. Subcription service offered for Supplemental collection of unlimited yard waste.
Recycling	65 or 95 gal container options. Included in basic service.		35-gal, 65-gal, or 95-gal options. 1x week pickups.	35, 65, and 95 gal only offered 1x week. Curbside or backdoor service availabe (same as trash service). Extra waste requires 1 sticker per bag.	1x week pickup during regular collection day.	1x week pickup during regular collection day. 35, 65, or 95 gal options.	35, 65, and 95 gal options available.
Yard waste	Weekly pickups from April 1 - November 30. Bi-weekly pickups from December 1 - March 31. Stickers are $2.12/each		Weekly pickups from April 1 - November 30. $3.36/sticker	3rd LRS container delivered to each residence through a USDA grant. Landscape waste collection from April 1 - December 15. $2.63/sticker	Weekly pickups from April 1 - December 15. Stickers are $2.75/each	Weekly pickups from April 1 - December 15. 35, 65, 95 gal option for subscribers. Nonsubscribers must supply their own cart. Unlimited amount of yard waste.	Runs from April 1 - December 15. Stickers are $3.11/each
Bulk Items	Free Bulk collection for 2 bulk items per week within 4ft x 6ft parameters. Additional bulk items should have a yard waste sticker. **Accepted:** Mattress, bed frame, box springs, cabinets, sofas, or furniture. **Unacceptable:** Electronics, construction debris, landscape waste, stone, dirt, autpmoble parts, liquid waste, tree stumps.		Free Bulk collection for one item. A fee will apply to additional items and should be arranged with Groot. Fee varies based on item.	1 item for free each week. No additional charge on regular collection day. Additional items are $16.07 per yard - 2 yard minimum - curbside service only.	Special pickup required. Furniture, mattress, carpet, and boxes do not require special pickup. $10/yard charge for speical collection.	No Extra charge for approved list of Bulk items. No limit to number of items. Cost is included in basic, monthly fee.	1x week pickup limited to 1 bulk item.
White goods/appliances	Special pickup required.		Special pickup required. $36.57/item	Special pickup required. $44.63/per item	Special pickup required.	Special pickup required.	Special pickup required. No fee.
Electronics	Twice monthly electronics recycling at fleet maintentance garage.		Peridodic collection programs through SWANC.	No charge on first service day of the month. One large electronic (50+ pounds) or three small eletronics (phones, computer mouse, radios, etc.)	Electronics are disposed of via SWANC	Once monthly at your door pickups arranged by resident.	Electronics are disposed of via SWANC
Construction Debris	1 yard of building material. Special pickup required if waste exceeds that amount.		1 yard of debris allowed. Special pickup required for debris over 1 cubic yard.	Curbside option only. $37.08 per yard	SWANC	Curbside only. One cubic yard is free.	Construction debris accepted through special pickup. Charged by the yard.
Other Notes	Senior discount of 10% and hardship program for eligible residents (backdoor service at the curbside rate).			HP offers 4 spring clean up days throughout the spring. Exact date is dependent on pickup schedule. Curbside Volume-based service is also offered. 35, 65, 95gal options. Base fee of $9.91 + cart fee ($2.63, $5.26, and $7.89 respectively).	Annual spring clean up day throughout the Village (curbside)	Garbage collection is limited to what can fit into the cart. Anything outside the cart must be arranged via special pickup with Republic.	

Community & Sustainability Committee Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, January 23, 2024

6:00 PM

1. ROLL CALL

2. MINUTES APPROVAL

3. PUBLIC COMMENT TIME

This agenda item is reserved for members of the public who desire to address the Village Board on a topic that is within purview and jurisdiction of the Village Board, but that is not listed in another location on the agenda. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. If your matter is on the "Consent Agenda", please let us know if you would like us to remove that matter so that you can speak about it.

Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. "Public Comment Time" is not a forum for open dialogue or engagement with members of the Village Board. Rather, it is intended as an opportunity for you to make comments to the Village Board. While the Village Board will not immediately respond to public comments at this meeting, or engage in a back and forth discussion during the meeting, please be assured that the Board is actively listening to all comments, thoughts, and suggestions.

All speakers will be limited to a total of three minutes. We request that everyone be respectful, civil, and non-repetitive; and we ask that members of the audience refrain from applauding or making any other comments during or after any speaker. Thank you for your understanding and taking the time to contribute to the success of our community.

4. DISCUSSION TOPICS

A. Discussion Regarding the Next Refuse & Recycling Franchise Agreement

On September 26, 2023, the Committee of the Whole held a preliminary discussion regarding the next refuse & recycling franchise agreement and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues. Staff is seeking additional discussion and feedback from the Committee at this time.

5. REMARKS FOR THE GOOD OF THE ORDER

6. CLOSED SESSION

7. ADJOURN

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MEMORANDUM

To: Community & Sustainability Committee
From: Village Manager Cara Pavlicek
Date: 2024-01-23
Subject: Discussion Regarding the Next Refuse & Recycling Franchise Agreement

Overview
On September 26, 2023, the Committee of the Whole held a preliminary discussion regarding the next refuse & recycling franchise agreement and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues. Staff is seeking additional discussion and feedback from the Committee at this time.

Fiscal Impact
N/A

Recommendation
Discussion only.

Background
At the September 26, 2023 meeting of the Committee of the Whole of the Board of Trustees a preliminary discussion was held regarding the next refuse & recycling franchise agreement. This meeting was largely for information purposes and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues.

A Request for Proposals was issued on November 17, 2023 and it closed on January 12, 2024. Staff is currently reviewing responses received and pending negotiations, the proposals will be presented at a future meeting and be public documents.

Currently, staff has some key policy considerations related to composting, bin size and costs for review and discussion with the Committee as a part of the January 23, 2024 Committee Meeting, including but not limited to:

1. The benefits of including residential composting bins (for collection of yard waste and food scraps for composting as part of its curbside program) for every customer (aka an opt-out program) or maintain the current program where composting bins require customers to request the service (aka opt-in). Based upon consensus, a determination will also be required if the cost of composting is not charged to customers who opt-out.

2. A review of preferred refuse bins sizes that will be made available. Based upon consensus, consideration of fee differentials will also be discussed.

3. Consideration for using the Village's five cent portion of the ten cent single use bag tax to incentivize reduction in the residential waste stream (e.g. by subsidizing the cost of a smaller sized refuse bin for customers who generate less waste by composting/recycling and/or reducing the cost of composting bins)

Existing Refuse & Recycling Franchise

The Village contracts with Waste Management (WM) to provide refuse, recycling, landscape waste, and organics collection for all single-family and some multi-family properties within the Village of Northbrook. Waste Management acquired Advanced Disposal, the Village's former service provider, in late 2020. The current six-year contract expires August 31, 2024 with the option of a one year contract extension, if required. The Village issued a Request for Proposals from November 17, 2023 to January 12, 2024 and received two proposals capable of serving the Village's needs. At this time, staff are requesting direction from the Village Board as Village staff begin contract negotiations.

The Village incorporated a series of CAP goals and NU study recommendations in the RFP and requested that bidders address how their proposals would (or would not) address the below goals:

Restructure solid waste rates to incentivize smaller waste bins and quantities and larger recycling and compost bins (WM 2-6).	Bidders recommended a modified "pay as you throw" billing structure to accomplish this goal. Bidders indicated that smaller garbage cart sizes have led to increased contamination of recycling.
Establish a communications campaign to promote and increase the utilization of the curbside compost collection program (WM 3-3).	Both bidders have offered an annual education campaign to all residents to communicate eligible items for compost collection and recycling collection programs.
Increase waste diversion opportunities by increasing recycling and organics collection bins in public spaces (WM 4-2).	Bidders have experience offering this service. However, these sites can get highly contaminated if the sites are not limited to certain hours and watched by staff.
Develop program to recycle single-use Styrofoam items (WM 4-3).	Current recycling facilities are not equipped for processing Styrofoam. However, bidders are open to working with the Village to identify potential partnerships to allow for Styrofoam collection.

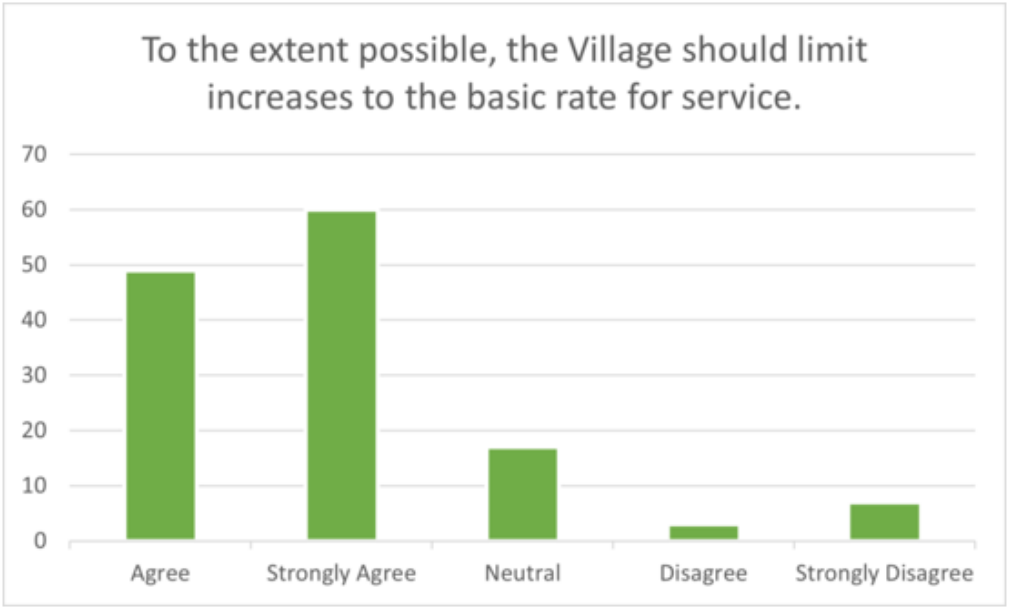
Evaluate the benefits of offering an opt-out compost program verses the current opt-in program.	Both bidders have indicated their support of either an opt-in or opt-out structure.
Offer additional bins sizes to residents possibly including 12, 20, and 45 (which would be additional to the current 35, 64, and 96 gallon options).	Bidders did not recommend additional bin sizes smaller than 35 gal. Both bidders have found more contamination in the recycling stream when residents are financially incentivized to trash less and recycle more.

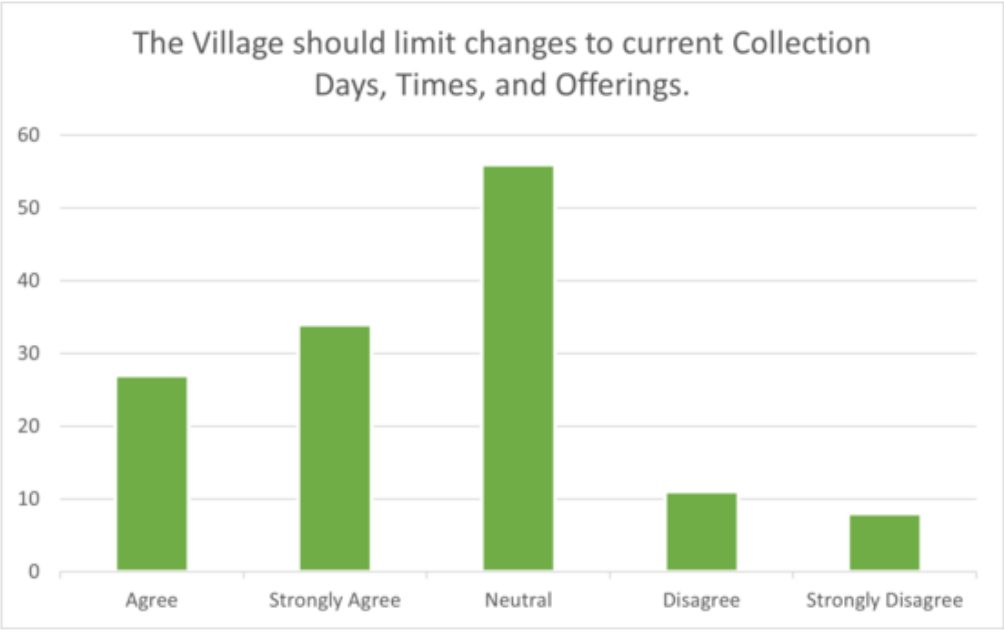
Staff in VMO worked with our partners at GIS to incorporate a short survey in the Village print and e-newsletters that was open from November 17, 2023 through January 12, 2024 and accessed via a QR code. The survey was completed by 136 residents with respondents being geographically disbursed throughout the Village. Respondents were asked the following three questions and instructed to rank whether they Strongly Agree, Agree, Neutral, Disagree, or Strongly Disagree with the following statements, results can be found in the table attached to this report:

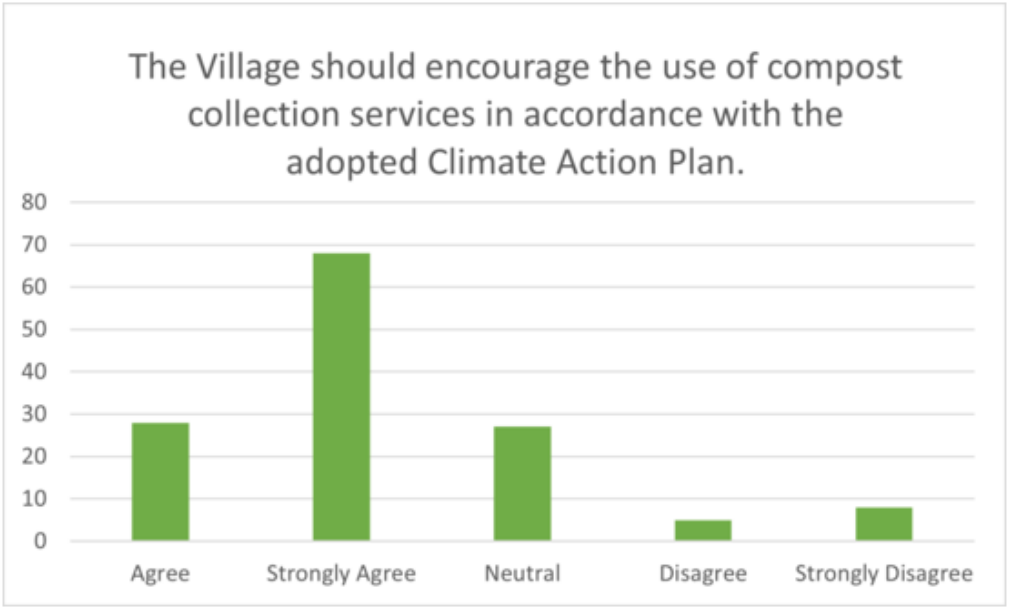
1. The Village should limit changes to current Collection Days, Times, and Offerings.
2. The Village should encourage the use of compost collection services in accordance with the adopted Climate Action Plan.
3. To the extent possible, the Village should limit increases to the basic rate for service.

Overall, residents agreed that the Village should limit, to the extent possible, rate increases and agreed that the Village should encourage composting through the franchise agreement. Residents were largely neutral on whether to limit changes to current operations.

Exhibit A - Basic Service Rate Survey Result
Exhibit B - Collection Days Survey Results
Exhibit C - Compost Survey Results


To the extent possible, the Village should limit increases to the basic rate for service.
70
60
50
40
30
20
10
0
Agree
Strongly Agree
Neutral
Disagree
Strongly Disagree


The Village should limit changes to current Collection Days, Times, and Offerings.
60
50
40
30
20
10
0
Agree
Strongly Agree
Neutral
Disagree
Strongly Disagree


The Village should encourage the use of compost collection services in accordance with the adopted Climate Action Plan.
80
70
60
50
40
30
20
10
0
Agree
Strongly Agree
Neutral
Disagree
Strongly Disagree

Committee of the Whole Agenda

Terrace Room
1225 Cedar Lane Northbrook, IL 60062
Wednesday, May 1, 2024

6:00 PM

1. **ROLL CALL**
2. **MINUTES APPROVAL**
3. **DISCUSSION TOPICS**
   A. Discussion Regarding the Next Refuse & Recycling Franchise Agreement
   The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.
4. **REMARKS FOR THE GOOD OF THE ORDER**
5. **CLOSED SESSION**
6. **ADJOURN**

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MEMORANDUM

To: Community and Sustainability Committee
From: Village Manager Cara Pavlicek
Date: 2024-05-01
Subject: Discussion Regarding the Next Refuse & Recycling Franchise Agreement

Overview
The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.

Fiscal Impact
N/A.

Recommendation
The Committee will be asked a series of policy questions related to the next refuse and recycling franchise agreement and to identify a preferred vendor for recommendation to the Village Board.

Background
The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021. A Request for Proposals was issued on November 17, 2023 and closed on January 12, 2024. The Village received two qualified bids from Waste Management (WM) and Lakeshore Recycling Services (LRS). The Village Board will be asked, following a recommendation from the Community and Sustainability Committee of the Village Board, to designate a preferred vendor at its May 14, 2024 Regular Meeting in order for staff to undertake negotiations and present a Franchise Agreement at the May 28, 2024 for approval, which would be effective September 1, to ensure timely notification to residents related to rates and services.

Staff first presented to the Committee of the Whole of the Board of Trustees on September 26,

2023 regarding the next refuse & recycling franchise agreement. This meeting was largely for informational purposes and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues.

On January 23, 2024, the Community and Sustainability Committee held a discussion regarding the next refuse & recycling franchise agreement. There was discussion regarding sustainability related initiatives and the possibility of a subsidy to encourage composting and/or smooth rates. Staff was asked to follow up on several items and subsequently staff held interviews with both respondents. As a part of the May 1, 2024 Committee meeting, staff will review items including but not limited to:

1. Review of updated bids from Qualified Vendors.
2. Review of bin sizes.
3. Review of opt-out residential composting program (for collection of yard waste and food scraps for composting as part of curbside program) for every resident.
4. Consideration and review of possible subsidy for opt-out composting or rate smoothing.
5. Policy recommendation on subsidy for opt-out composting and possible rate smoothing.
6. Consideration of a recommendation for a preferred vendor to allow for the Village Board to designate a preferred vendor at its May 14, 2024 Regular Meeting. This timing will allow staff to undertake negotiations and present a Franchise Agreement at the May 28, 2024 for approval, which would be effective September 1, to ensure timely notification to residents related to rates and services.

Below is detail regarding composting and rate smoothing.

Review Opt-out Composting Programs

Both WM and LRS reported that they are operationally capable of managing an opt-out compost program and have experience in managing such implementations. Since the next contract will begin on September 1, 2024, closer to the end of the normal year round organics collection, staff recommend that an opt-out program, if pursued by the Village Board, begin on April 1, 2025. The current opt-in organics collection program would be continued on an interim basis.

LRS Program

- In order to provide a low cost for year round organics collection, the vendor recommends that each resident pay $4.50 per month for the organics collection program, regardless of whether they use the program or not. Each home would be given a 35 gal cart (unless they opt-out). Stickers would still be required for any additional yard waste outside of the 35 gal cart. The organics collection schedule would be 1x week (Wednesday) and every other week from December 1 to March 31. Residents with subscription yard waste services would be provided a 95 gal cart.
- *Subscription Program.* For residents that desire a 95 gal cart, a subscription program would still be available with a proposed subscription fee of $180/year from the $220/year proposed rate.

WM Program

- In order to provide a low cost for year round organics collection, the vendor recommends that each resident pay an additional $3.00 per month regardless of the preferred cart size or whether they use the program or not. WM recommends that the default organics cart size be 64gal with a small window for residents to change this size for no charge.

The collection schedule would be weekly and on the same days as currently serviced (regular collection day).

- *Subscription Program.* The subscription program would be eliminated.

Review of Opt-in Rate and Subsidy Options:

Staff will review in detail the opt-in rate and the subsidy options prepared by staff. While both WM and LRS are capable of managing an opt-out program, both vendors have different proposed program arrangements.

The committee is requested to provide a recommendation to the Village Board on the following policy questions:

1. The benefits of including residential composting bins (for collection of yard waste and food scraps for composting as part of its curbside program) for every customer (aka an opt-out program) or maintain the current program where composting bins require customers to request the service (aka opt-in). Based upon consensus, staff will move forward to negotiate an opt-out or opt-in structure in the next contract.
2. Consideration for the Village to subsidize an opt-out organics collection program.

Review of Village Subsidy for Rate Smoothing

At the January 23, 2024 Committee meeting, members discussed smoothing rate increases as part of the next contract. Staff will review in detail the rating smoothing options prepared by staff.

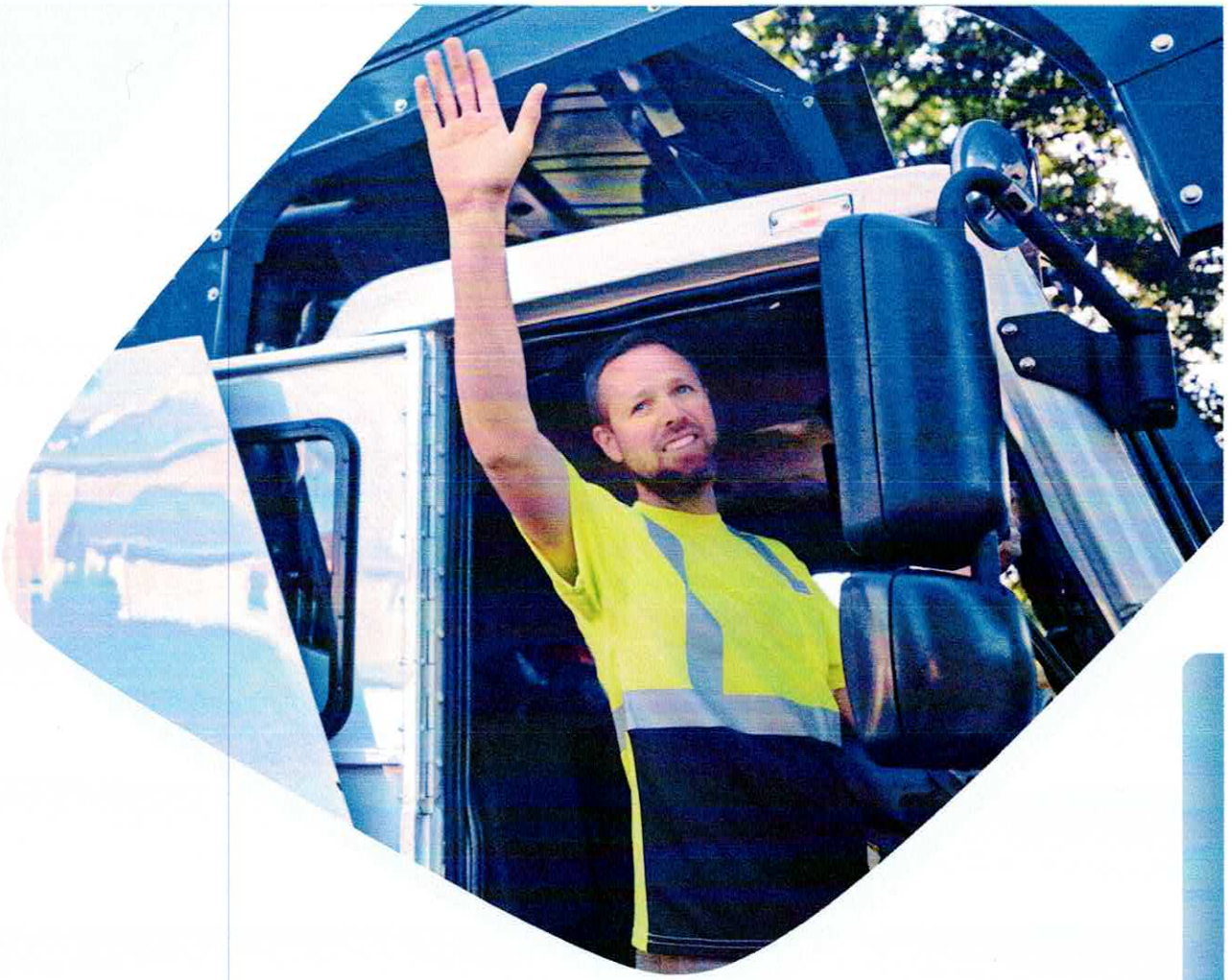
The committee is requested to provide a recommendation to the Village Board on the following policy question:

3. Consideration for the Village to smooth increases to the basic service rates for 35gal and 65gal carts. Should the subsidy include 35 and 65gal carts? Should 96gal carts be included? Should twice-a-week customers also receive a subsidy?

Next Steps

Following the direction of the Community and Sustainability Committee, staff intends to recommend a preferred vendor at the May 14, 2024 Board of Trustees meeting and begin formal contract negotiations following this selection. At the May 28, 2024 Board of Trustees meeting staff intends to present the negotiated contract to the Village Board for approval.

Exhibit A - LRS Bid
Exhibit B - WM Bid
Exhibit C - LRS HHW Program



VILLAGE OF NORTHBROOK

1225 CEDAR LANE
NORTHBROOK, IL 60062

REFUSE AND RECYCLING PROPOSAL FOR THE VILLAGE OF NORTHBROOK

SUBMITTED BY:

Bill Kenney
5500 Pearl Street
Rosemont, IL 60018

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MISSION STATEMENT

LRS IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE AND VALUE THROUGH RELENTLESS COMMITMENT TO CUSTOMER SATISFACTION AND PRESERVATION OF OUR ENVIRONMENT.

I. PROGRAM OVERVIEW

A. COVER LETTER

January 12, 2024

Mr. Sam Reiss – Management Analyst
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Re: Refuse and Recycling Proposal for the Village of Northbrook

Dear Sam,

On behalf of LRS, I am grateful for this opportunity to provide the Village of Northbrook with a bid for its solid waste, recycling and landscape waste services.

Since our earnest beginnings in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with a service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-are recycling processing facility on the Southside of Chicago, and formally integrated its first electric truck to our fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company. We have been proudly serving municipalities throughout Chicagoland since 2012, and look forward to partnering with Northbrook to bring its residents the same gold-standard in service and quality.

As part of its bid to the Village, LRS will commit to using an all-CNG fleet of trucks by some point in 2025 for its waste and recycling routes. LRS will also be operationg out of its Northbrook facility, at which we have a CNG filling station.

LRS has thoroughly read the Village's RFP, and understands the scope of services the Village has put forth. We look forward to further conversation with the Village, and again, are grateful for this opportunity.

All the best,

Bill Kenney
Municipal Manager
bkenney@lrsrecycles.com

I. PROGRAM OVERVIEW
B. REFERENCES

City of Highland Park
Homes: 9,200
Contract Start: January 2016
Contact: Erin Jason
Phone: 847-926-1004

Village of Deerfield
Homes: 6,600
Contract Start: April 2021
Contact: Andrew Lichterman
Phone: 847-719-7403

City of Wheaton
Homes: 15,000
Contract Start: October 2017
Contact: John Duguay
Phone: 630-473-7086

City of Geneva
Homes: 7,800
Contract Start: July 2018
Contact: Rich Babica
Phone: 630-232-1505

Village of Schaumburg
Homes: 25,000
Contract Start: April 2022
Contact: Megan Buck
Phone: 847-923-6672

City of Des Plaines
Homes: 17,500
Contract Start: March 2021
Contact: Tim Watkins
Phone: 847-391-5468

Village of Western Springs
Homes: 4,500
Contract Start: January 2020
Contact: Elaine Haeske
Phone: 708-246-1800

Village of Elmwood Park
Homes: 7,500
Contract Start: April 2019
Contact: Kim Parrilli
Phone: 708-452-3914

I. PROGRAM OVERVIEW
C. COST PROPOSAL

SERVICE TYPE	BILLING UNIT	MONTHLY RATE
CURBSIDE - 1X / WEEK		
35G	PER MONTH	$24.50
35G SENIOR	PER MONTH	$23.85
65G	PER MONTH	$25.50
65G SENIOR	PER MONTH	$22.95
95G (UNLIMITED)	PER MONTH	$26.50
95G (UNLIMITED SENIOR)	PER MONTH	$23.85
BACKDOOR - 1X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
*BACKDOOR SERVICES FOR WASTE ONLY		
CURBSIDE - 2X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
BACKDOOR - 2X / WEEK		
35G	PER MONTH	ADD: $34.00
35G SENIOR	PER MONTH	ADD: $34.00
65G	PER MONTH	ADD: $34.00
65G SENIOR	PER MONTH	ADD: $34.00
95G (UNLIMITED)	PER MONTH	ADD: $34.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $34.00
OTHER COLLECTION OPTIONS		
BULK ITEM / ELECTRONIC DEVICES COLLECTION	PER ITEM	$30.00 - $50.00
HHW*	PER MONTH	$1.50
WHITE GOODS COLLECTION	PER ITEM	$30.00
EMERGENCY COLLECTION	PER CUBIC YARD	$20.00
REFUSE / WASTE STICKERS	PER STICKER	$3.25
*IF CHOSEN, ALL RESIDENTS WILL PAY		
LANDSCAPE WASTE & ORGANICS COLLECTION		
YARD WASTE STICKERS	PER STICKER	$3.25
SEASONAL SUBSCRIPTION SERVICE (35G CONTAINER)	PER SEASON	$220.00
SEASONAL SUBSCRIPTION SERVICE (95G CONTAINER)	PER SEASON	$220.00
ANCILARY CHARGES		
ADDITIONAL CART(S)	PER MONTH	$5.00
CART EXCHANGE / SWITCH		$30.00

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS

COMPANY EXPERIENCE



LRS is prepared and committed to carrying out all provisions of the Village's RFP. We believe our submission will not only outline our abilities to meet and exceed the Village's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the residents of the Village of Northbrook. LRS drivers will be equipped with extra carts to more safely and efficiently service those residents who have opted to use a 'backdoor' style of service, as well as any additional or unforeseen service requirements.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al). This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.

LRS is the contracted hauler for over 200 municipalities. Several of those with similar make-up and characteristics of the Village of Northbrook. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which complements the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with residents and administrators to come up with tailored promotional programs that will fit the Village's needs and expectations. Northbrook will be no exception to this.

COMPANY INFORMATION

FULL COMPANY NAME:	LRS
ADDRESS:	5500 PEARL ST., ROSEMONT, IL 60018
PHONE NUMBER:	844.NEED.LRS
FAX NUMBER:	773.685.6043
WEBSITE:	LRSRECYCLES.COM

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS

City of Highwood
- Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton
- Residential franchise
- Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park
- Residential & Commercial franchise
- Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield
- Residential & Commercial franchise
- Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie
- Commercial franchise
- Start Date: June, 2012
- Size: 1,800 commercial accounts

Village of Bannockburn
- Residential & Commercial franchise
- Start Date: March 2013
- Size: 225 homes

Village of Riverwoods
- Residential franchise
- Start Date: April 20213
- Size: 1,300 homes

Village of Glencoe
- Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka
- Residential franchise
- Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills
- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg
- Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston
- Commercial franchise
- Start Date: November, 2022
- Size: 2,000 commercial accounts

Chicago Public Schools (CPS)
- Commercial franchise
- Start Date: January 2014
- Size: 660 schools

City of Des Plaines
- Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park
- Residential franchise
- Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood
- Residential franchise
- Start Date: April, 2022
- Size: 6,250 homes

City of Northlake
- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park
- Residential franchise
- Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island
- Residential franchise
- Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs
- Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles
- Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

City of Geneva
- Residential franchise
- Start Date: July, 2018
- Size: 7,800 homes

II. RESPONDENT QUALIFICATIONS
A. ORGANIZATIONAL BACKGROUND

INTRODUCTION TO LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered and laid the foundation for LRS now headquartered in Rosemont, IL. Today, LRS is the largest privately-held waste company in Illinois and the fourth largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout the Midwest, including several state-of-the-art single-stream MRFs, being the first waste company in the country to implement robotics, using artificial intelligence.

LRS has strategically acquired companies and partnered with companies that align with our common core principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.

Over the past ten years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Chicago Metropolitan area. LRS is the honored recipient of many highly regarded awards, including the Illinois Sustainability Award, being the only waste company to receive this award, and more recently, the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, along with a competitive rate structure and flexible capabilities. Many of our municipal partners have recognized an increase in recycling and both cost and waste reductions. LRS offers the following services throughout northern and western Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Commercial & Construction Recycling & Waste Services
- Semi-dump Trailer Services
- Portable Storage Units

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS has read the Village's RFP thoroughly, and understands the parameters for service it has laid forth.

Should the Village award this contract to LRS, the following are areas will be the primary (but not sole) areas of concentration for implementation purposes:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

LRS has implemented more new municipal contracts over the past several years than any other area hauler. In each instance, we have been commended by that particular municipality on the relative ease of transition – not just the Village, but to the resident as well.

Even before the Village has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and with our container/cart supplier and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded the Village's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. However, this is not always the case, so we will also procure information by reaching out directly to the Village's residents by social media, mailers and selected civic centers and retailers that experience high amounts of foot traffic.

Once we have attained the information we need for cart allocation, we will be in nearly daily contact with our cart company and delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

LRS has read the Village's RFP. We understand the Village's needs and expectations.

Before implementation, LRS route managers, municipal managers and customer service managers will meet with key Village contacts to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to Village residents. The route manager will be tasked to head the cart delivery crews and operational teams. He or she will work closely with the municipal manager, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire CS team is current on all facets and details of our new partnership with the Village.

We will keep detailed logs of all calls that come in, and report all activity back to the Village's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager) who will oversee all facets of the Village's contract, and constantly look for ways to improve efficiency and the overall experience for the Village residents.

OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee. John and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes every day and spend several days each week in the Village making sure all services are operating at peak performance. Our operations leads will carefully consider all drivers who are interested in becoming part of our Northbrook team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

ROUTING AND SERVICING

LRS is bidding this work based on a four-day schedule for the sake of efficiency and full utilization of assets and drivers. LRS will ensure that proper outreach is made to all residents to make the transition as seamless as possible.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

CUSTOMER EXPERIENCE

Our office is currently staffed for growth. We have industry veterans in all departments of our company to meet your service support and documentation needs. Our management team will work directly with Village personnel and homeowners to ensure customer satisfaction and compliance.

LRS would provide letters/brochures in advance of a renewal start date which would inlcude input from the Village of Northbrook.

All phone calls and electronic communication will be handled by our Customer Service Center. Our team of professionals will work diligently so that all inquiries, questions or issues are fully resolved within 24-hours. All calls will be tracked and reviewed by a LRS manager on a daily basis.

CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

PROCEDURES FOR HANDLING COMPLAINTS, MISSED PICKUPS AND OTHER CUSTOMER CALLS

Residents may call LRS' Customer Service Center at 773.685.8811. Customers can also submit inquiries through a dedicated link that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, a floor leader or one of our two Municipal Managers will be available to assist. All matters will be responded to and/or handled within 24-hours or next business day. LRS' Municipal Managers will also be available for site visits as needed. A manager will review the issues log daily to ensure all customer needs are resolved appropriately and in a timely manner. A Customer Service Manager will review the call log daily for an abandonment rate below 3% and analyze for ways to improve.

MISSED PICKUPS

Residents can report missed pickups by calling our Customer Service Center at 844.NEED.LRS. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS

ORGANIZATIONAL PLAN

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the Village's contract, and constantly look for ways to improve efficiencies and the overall experience for the Village residents.



OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the Village making sure all services are operating at peak performance. CUSTOMER SUPPORT Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

PRIMARY CONTACT

Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com
773.960.2091
5500 Pearl Street Rosemont, IL 60018

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS



JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



BILL KENNEY: MUNICIPAL MANAGER

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administers at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.



JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the City of Kewanee. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics. Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

III. CUSTOMER SERVICE AND MANAGEMENT
B. TRANSITION AND IMPLEMENTATION PROCESS

LRS averages 7-10 new implementations each year. Having navigated this process so many times over the past ten years has given LRS a deep appreciation for every aspect of service transitions.

Should LRS be fortunate enough to be awarded the Village's residential waste and recycling franchise, it would immediately start the process of procuring drivers, trucks and general assets (carts, containers, et al). It is not uncommon for us to start this process even before being awarded a new contract in the interest of getting ahead of the process should deadlines be tight.

After initial meetings with Village staff and key stakeholders, LRS would begin a process based on the following timelines:

MAY, 2024:
Once awarded the contract, and once key personnel on both sides have had the opportunity to meet, LRS would begin putting marketing and outreach items together. This would include an initial mailer to all residents alerting them of the new services and dates. LRS would also start work on a more exhaustive mailer or 'trifold' that would be of thick-stock cardboard and contain key details and timelines to the new program.

JUNE, 2024:
LRS would open a web portal on our website with intention of enrolling as many residents as possible for their new carts and preferred service. This would be promoted through the aforementioned mailer, as well as LRS and Village websites. LRS would also anticipate having a customer listing through either the Village or the incumbent to work off of. General provisions and service offerings will have been agreed to by the Village at this point.

JULY, 2024:
LRS will have already procured carts with our cart company by way of estimations and will start meeting and discussions with out cart delivery team. Additional meetings with the Village will take place as needed, but communication on all aspects will be a weekly occurrence at this point. LRS will not send out any mailing or communication with Village residents without the explicit approval of key Village personnel.

AUGUST, 2024:
In early August, LRS will take the information it has gleaned from its web portal for cart selection and provide this to our cart company for final procurement. LRS anticipates that carts would be delivered to an agreed upon cart staging area by mid August to then be delivered from that point through the rest of August. At the close of each day, LRS will provide the Village with metrics that show how many carts have been delivered to that point, and how many are left to fill.

SEPTEMBER, 2024:
LRS commences services with the Village of Northbrook!

II. RESPONDENT QUALIFICATIONS
D. CHICAGO METRO MUNICIPAL CONTRACTS

Please see the earlier detailed list of current Chicagoland LRS contracts.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

SERVICE STANDARDS

Since its inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. Our Northbrook team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the Village and its residents are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.

Our operational team will also have a dedicated Northbrook supervisor, who will start assessing the Village in terms of routing and efficiency well before we start services.

UNIQUE RECYCLING CAPABILITIES

As municipalities and residents' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facilities in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly built recycling facility in Northbrook, and February of this year, LRS officially opened our new $55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

EXPERIENCE

LRS knows that the Village and its residents have high expectations and standards for all services and utilities. We will leverage our vast experience and abilities to make sure these standards are exceeded.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

AWARDS

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.

National Association of Environmental Professionals
Be Connected

TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

RECYCLING CERTIFICATION INSTITUTE

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.



The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.

Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in Chicagoland, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.

ORIGINS IN PARTNERSHIP

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

LRS SNAPSHOT: 2022 FOOTPRINT

LRS operates 65 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.

RECYCLING CERTIFICATION INSTITUTE

Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee

Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.
- Revenues: $600,000,000+
- Employees: 2,700+

THINKING GLOBALLY: MACQUARIE INFRASTRUCTURE AND REAL ASSETS: INFRASTRUCTURE'S GREEN GIANT

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO

Carbon footprint reduction starts by accelerating public-private collaboration:

Barging

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO2 and 1.5 million pounds of particulate emissions each year.
Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffry Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Environmental Benefits

- Reduction of 22 million pounds of CO2 emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

Residential Recycling in Chicago

Winning the City of Chicago's official residential recycling partner contract, serving four of six Blue Cart zones. In conjunction with the contract, a new advanced Material Recovery Facility (MRF) is currently under development in Chicago with a go-live time frame of Q4 2022 and an adjoining education center proposed for the site.

The Recycling Partnership

LRS works closely with this forward-thinking organization for plastic recycling grants and increasing access to recycling services throughout Chicago, the surrounding suburbs, and rural communities throughout Illinois.

Generating social Impact

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation's armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations.

LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

Developing the next generation of environmental stewards: Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation's third largest school system. As part of our commitment to support the District's zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

Training and developing a skilled workforce: In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.



Extending a hand up to empower future generations: LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

Mentoring the next generation of innovators at Northern Illinois University's College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION



ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Partnering with Habitat for Humanity through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

Donating resources to combat food insecurity in select communities where cost of living challenges remain prevalent.

Promoting employee wellness at Wellness Fairs each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

Annual fundraising events from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.



ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electronic truck in 2023.



Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year



Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero

III. CUSTOMER SERVICE AND MANAGEMENT

A. PROGRAM EDUCATION

NORTHBROOK PROGRAM BROCHURE

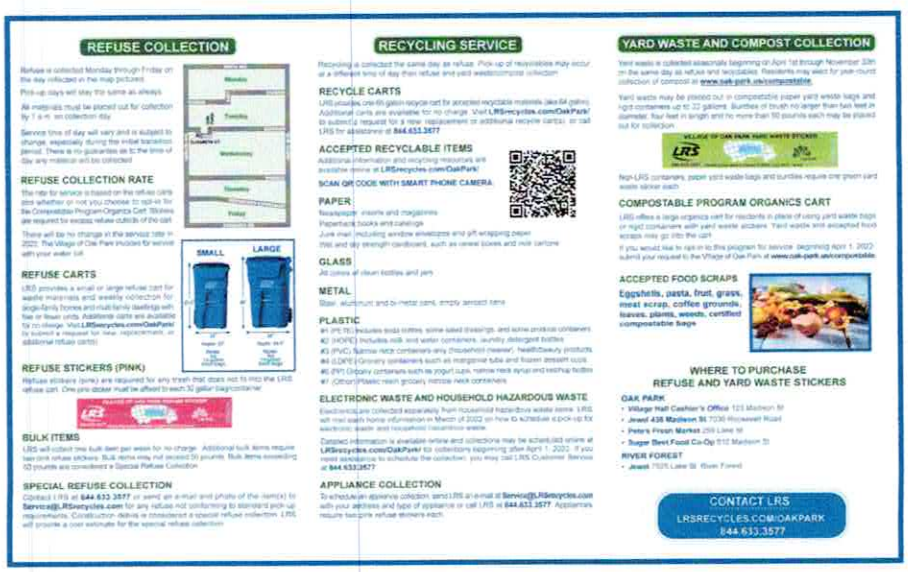
LRS will develop a new Northbrook Program Brochure to be mailed to each household and made available online for download/print and other designated approved locations. The Program Brochure will cover all services. It's a large brochure, allowing adequate space for program details and ensuring residents will know to keep it.

The following is an example of a tri-fold program brochure developed specifically for Oak Park's program:

OUTSIDE



INSIDE



III. CUSTOMER SERVICE AND MANAGEMENT
A. PROGRAM EDUCATION

LRS Website Notification Pop-Up's
LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather-related service issues or postponed services. Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snowstorm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

LRS Facebook Page
LRS provides community-specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers can post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

Email for Customers
LRS has a designated customer service email address with dedicated and seasoned representatives available to promptly respond.

Request a Quote
"Request a Quote" is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.

Improperly Prepared Materials – Sorry Tag
LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection. We take extra steps to communicate with residents to prevent miscommunication or a misunderstanding, by phone call or e-mail, if the customer has provided this contact information. Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.


SORRY
Dear Customer,
DATE _____
LRS LAKESHORE Recycling Systems
LRSrecycles.com | 773.580.8811
Thank You



Recycling Cart Imprint/Sticker
In a coordinated effort with the Illinois Recycling Task Force, we have updated all our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weatherproof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/ print on our website.

DRIVER/STAFF PLAN

LRS has the good fortune of having a team of qualified and experienced drivers to service Village residents. It is a common practice for LRS to interview and hire the best drivers who currently work for a given community's incumbent hauler. LRS would use both approaches to ensure that gold-standard service is provided to residents, and the highest echelons of safety are met.

DEVIATIONS

Deviation One:

Should the cost of diesel fuel exceed $6.25 per gallon, or be reduced to $6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Guage Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Contractor may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The cost, as reported by the AAA, must exceed $6.25 and be verified by the Contractor with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to $0,50 per home / unit for each full $0.10 of incremental increase in fuel costs thereafter. 3) Should the cost of diesel fuel recede back to $6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the resident.

Deviation Two:

In the event there is a change or addition in new local, state or federal rules, ordinances, regulations taxes or government charges that affects the Contractor's cost of providing service, such as a gross receipts tax, sales tax on services other than property taxes, the Contractor may request the reopen the fees set forth in the contract for an impact review of this cost increase. When this cost is verified, the parties may agree to increase the rate for service accordingly, effective on an agree reasonable timeline, by an agree upon amount.

CONCLUSION

In conclusion, while there are many services included in the program we offer Northbrook, we are highlighting some of the most important. We are requesting to meet as we believe it will help the Village understand our team and capabilities given the scope of this program.





VILLAGE OF NORTHBROOK
ILLINOIS

PROPOSAL FOR
Residential Solid Waste Removal Services

DUE
Friday, January 12, 2024, by 4:30 p.m.

SUBMITTED BY
Waste Management of Illinois, Inc.

CONTACT
Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

At WM, we strive to do things differently by empowering our people, and the communities where we live and work, to be more sustainable and resilient.

Waste Management of Illinois, Inc.
230 Sumac Road
Wheeling, IL 60090

a. Cover letter describing how your company will achieve outcomes provided in the scope of services.

January 12, 2023

Village of Northbrook
1562 Independence Court
St. Charles, IL 60174
Attn: Mr. Sam Reiss, Management Analyst

Dear Mr. Reiss:

Waste Management of Illinois, Inc. (WM) is pleased to provide the enclosed proposal response package, outlining our ability and commitment to continue to provide service excellence to the Village of Northbrook, as described in the community's Request for Proposals for Residential Solid Waste Removal Services.

WM wants to first thank you for your business and our partnership. We have extensive experience in the Village and know your unique requirements. Our trusted, long-tenured management and driving team has worked collaboratively with Village staff for years to build and operate a stable and reliable collections infrastructure to meet your community's service needs now and into the future. In addition, we have proven our ability to be flexible and customize our operations to meet your specific service requirements. As a result, the Village of Northbrook knows from experience that you can rely on our company to meet your community's solid waste, recycling, compost, and landscape waste management needs every day, as promised.

We understand that the Village desires to enhance waste reduction, recycling, and composting programs to increase your diversion rate to 50% by 2030. We want to be your future partner to help the Village achieve your waste reduction and recycling goals, which is why we have developed a comprehensive diversion solutions program as part of our proposal, including **an annual $5,000 donation to the Village's Native Plant and Tree Giveaways program**. Section 2 outlines our innovative solutions.

Lastly, we will continue providing the solid waste collection services you and your community expect. With WM, you will have no surprises, worries about potential issues, or upset due to a failed transition with an unknown provider for your community's critical waste management needs. The Village of Northbrook knows you can rely on our company as a flexible partner with industry-leading solutions to help you achieve your goals. Let's **work together for a more sustainable Northbrook**. WM will continue to be:

A **Tested**, **Proven**, and **Trusted** Ally for the Village of Northbrook.

Thank you for the opportunity to participate in this process. Please do not hesitate to contact me with any questions regarding our proposal.

Sincerely,



Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

northbrook

VILLAGE MANAGER'S OFFICE

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #1

Item #1: Add the following new item under Staffing & Service Level Expectations.

Performance Bond (for selected Respondent's only).

The selected Respondent shall provide either (a) a performance bond from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in the penal sum amount of $1,000,000.00 or (b) a straight irrevocable letter of credit in the amount of $1,000,000.00 from a bank acceptable to the Village.

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #2

Item #2: Modification of Proposed Project Timeline

Proposed Project Timeline.

1. The Project Team's goal is to select a recommended Respondent by March 2024. Staff anticipate placing the contract for Board review and approval in May 2024.

DATE	ACTIVITY
Friday, November 17, 2023	RFP posted for public
Friday, January 12, 2023	Deadline for RFP submissions
January – February 2024	Shortlist Vendor Interviews
March – April 2024	Selection and Negotiations of Contract
May 2024	Seek Village Board approval of contract
August 31, 2024	Current Contract Expires

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

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northbrook | WM

Working Together for a More Sustainable Northbrook

Data contained in this proposal represents the most recently published information for WM's wholly owned operations, unless otherwise indicated.

1 | PROGRAM OVERVIEW

b. Provide references from at least five (5) previous or current municipal clients.

References: Don't Just Take Our Word for It

WM is a trusted environmental solutions partner for customers throughout Illinois. In addition to Northbrook, we provide similar services many of the Village's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Municipality	**Village of Gurnee**
Address	325 N O'Plaine, Gurnee, IL 60031
Contact	Pat Muetz
Phone	(847) 599-7513
Email	patm@village.gurnee.il.us

Municipality	**Village of Lombard**
Address	255 E Wilson, Lombard, IL 60148
Contact	Dave Gorman
Phone	(630) 620-5765
Email	gormand@villageoflombard.org

Municipality	**Village of Wheeling**
Address	77 W Hintz Road, Wheeling, IL 60090
Contact	Christine Bajor
Phone	(847) 279-6903
Email	cbajor@wheelingil.gov

Municipality	**Village of Westmont**
Address	31 W Quincy Street, Westmont, IL 60559
Contact	Spencer Parker
Phone	(630) 981-6200
Email	sparker@westmont.il.gov

Municipality	**Village of Round Lake Beach**
Address	911 Lotus Drive, Round Lake Beach, IL 60073
Contact	Scott Hilts
Phone	(847) 546-8752
Email	shilts@rlbeach.org

c. Provide a cost Proposal for each element of the required weekly, seasonal / per event, and optional services. Include information on how fees should be structured and billed (including optional and base level fees). Cost information may include contract terms and shall identify proposed annual pricing adjustments.

Following is WM's cost proposal. Prices will increase by 5% each year throughout the contract term.

WM's Cost Proposal	
Curbside - 1x/week	
35-gal	$29.86
35-gal (senior discount)	$26.88
65-gal	$31.88
65-gal (senior discount)	$28.72
95-gal	$34.34
95-gal (senior discount)	$30.89
Backdoor - 1x/week	
35-gal	$55.73
35-gal (senior discount)	$50.18
65-gal	$57.77
65-gal (senior discount)	$51.99
95-gal	$59.80
95-gal (senior discount)	$53.82
Curbside - 2x/week	
35-gal	$49.49
35-gal (senior discount)	$44.57
65-gal	$51.52
65-gal (senior discount)	$46.40
95-gal	$53.54
95-gal (senior discount)	$48.23

WM's Cost Proposal	
Backdoor - 2x/week	
35-gal	$70.82
35-gal (senior discount)	$63.73
65-gal	$72.85
65-gal (senior discount)	$65.56
95-gal	$74.84
95-gal (senior discount)	$67.39
Yard Waste	
35-gal	$239.00
95-gal	$278.00
Stickers	$4.14
Extra Container	
Extra container rental	$5.00
Emergency Collections	
Cost of Driver	$125.00
Cost of Truck	$78.00
Cost of Disposal	$75 ton
20-yd Roll Off	$675 per pull up to 4 tons, $75 per ton over the 4th ton

Ancillary Fees

Fee Category	Standard Fee	Notes
Auto-Resume	$55.00	Customer gets current on a late bill and service resumes

Fee Category	Standard Fee	Notes
Resumption of Service (Re-Activation)	$25.00	Customer restarts after suspension or termination of service
Late Payment Charges	2.5% or $5.00	2.5% of the outstanding balance or $5.00, whichever is greater
Late Payment Cost Recovery	$25.00	If WM has to take extraordinary steps to recover debt
Cart Delivery	$40.00	Dropping new or additional cart(s) for the first time
Cart Swap (Exchange)	$40.00	Changing out a dirty cart
Cart Re-Delivery	$40.00	Re-starting service following service termination where the cart was pulled
Extra Cart Rental	$4.00	Monthly charge. Any size. MSW, Recycling, or Yard/Green Waste
Trip charge non-route day	$60.00	Special pick up on a non-scheduled day

d. Describe the Company's process for collecting refuse and recycling for back door service. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

Back Door Service Process

WM will continue to provide back door service as it is successfully done today. Our highly trained and Northbrook experienced drivers know and have every back door service requirement flagged in their onboard computer on their daily routes. When they arrive at a household with a back door service requirement, the driver goes up to the house, carefully takes the cart to the truck, dumps it, and then carefully replaces it near the house in the same location where they found it.

WM's Chicago Area Municipal Customer List

Since we consider our customer lists confidential and proprietary, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Describe the plan for properly staffing each route for each collection type.

As Northbrook's incumbent service provider, WM already has highly trained and fully staffed routes for the Village. As described in this section, we have built your community's highly efficient and accurate routes using our sophisticated routing technology, supported by our onboard technology and back-office dispatch.

Our Route Management Systems: Operational Efficiency at its Finest

With more purchases being made electronically, many of us have started tracking the status of our deliveries online, and for the first time, we have had visibility into the complex logistics behind each shipment. When we are anxious to receive a package, we watch every stop from the point of intake, to transfers at regional distribution centers. Just as we depend on mail carriers to deliver packages on time, the Village depends on WM to collect waste safely, efficiently, and on time.

Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

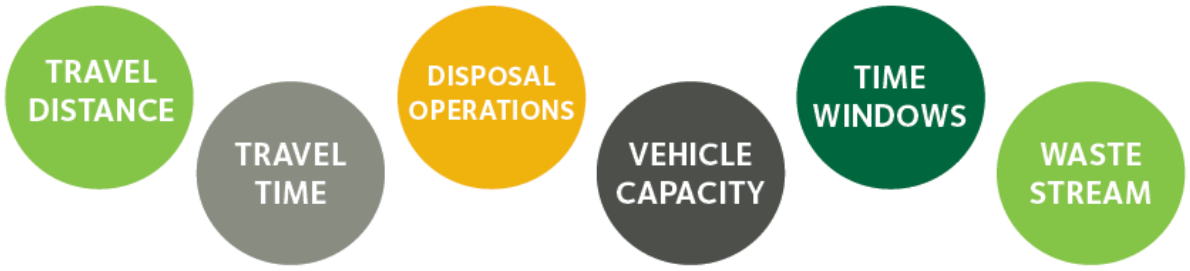
In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit the Village through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- **Environmental Savings:** Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

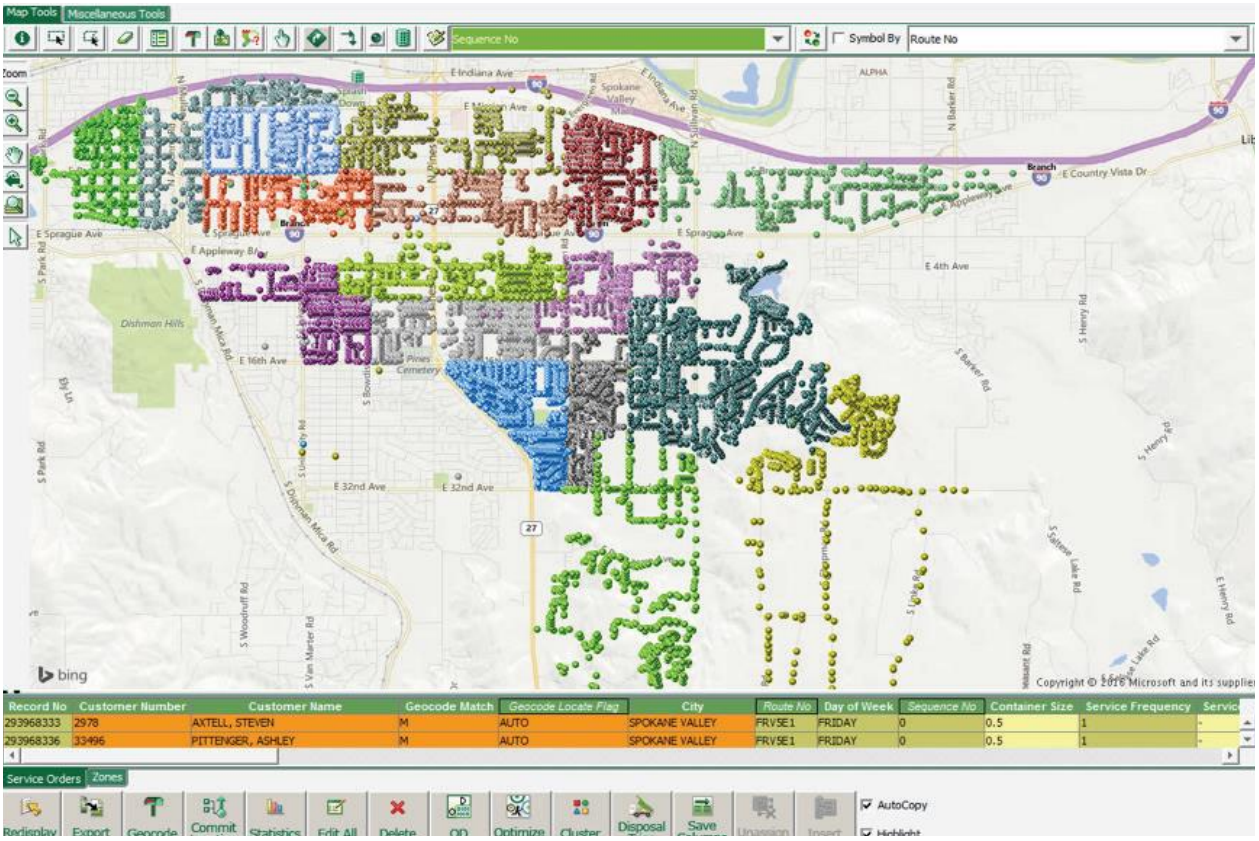
We utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

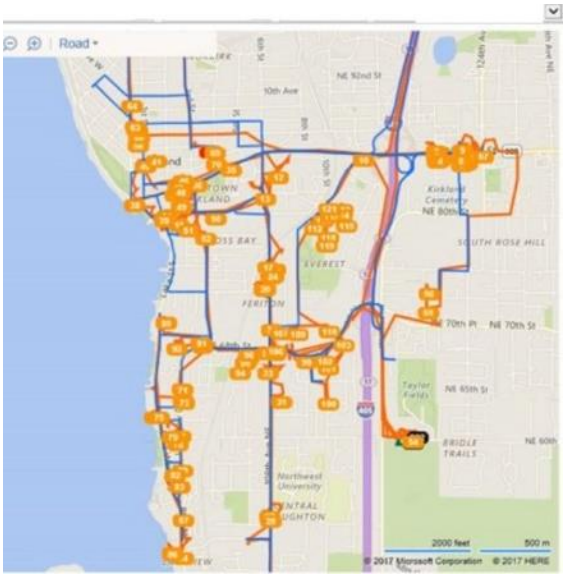


eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Plan vs. Actual Technology: Managing Route Progress in Real Time

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90 percent as designed.

The graphic to the right shows the PvA tracking for an actual route. A route order is typically denoted by blue squares (representing each account on the route). The order in which stops are serviced is denoted by the orange squares (based on when the driver "statuses" the stop, meaning, completed the pick-up).



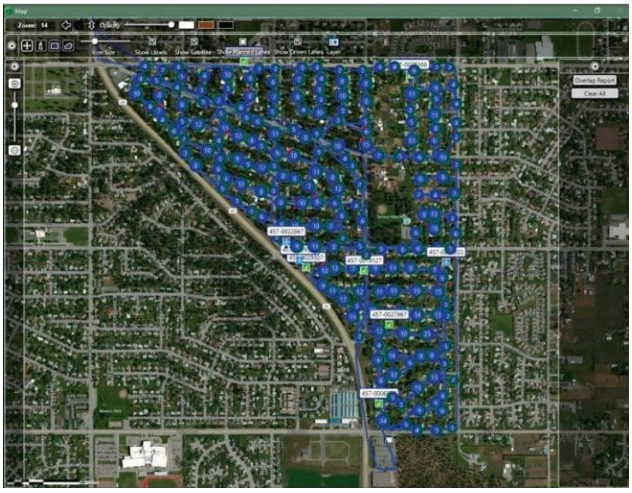
The driver updates the status of each container as it is collected. That route information is shared almost instantly with the customer service center, so when a customer calls, our customer service representatives know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.

Real Time Flexibility for On-Time Collections

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick, and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' tablets. This puts the customer first, allowing us to quickly react to all situations. Additionally, route managers and dispatchers have access to each driver's tablet and can track how many stops are on their route and progress to completion.

While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. By dropping an electronic ticket on the map, the software pinpoints the location of the issue and gives our operations team the tools needed to re-route the work to the nearest truck.

Our drivers will know the Village and they make certain you receive excellent customer service. With the help of our route management technologies, our drivers, route managers, and customer service team work together to meet your service expectations of on-time collections delivered in a safe and efficient manner day-in and day-out.



Screenshot of new stops (white numbers) added to driver's tablet by the route manager.

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCSD application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

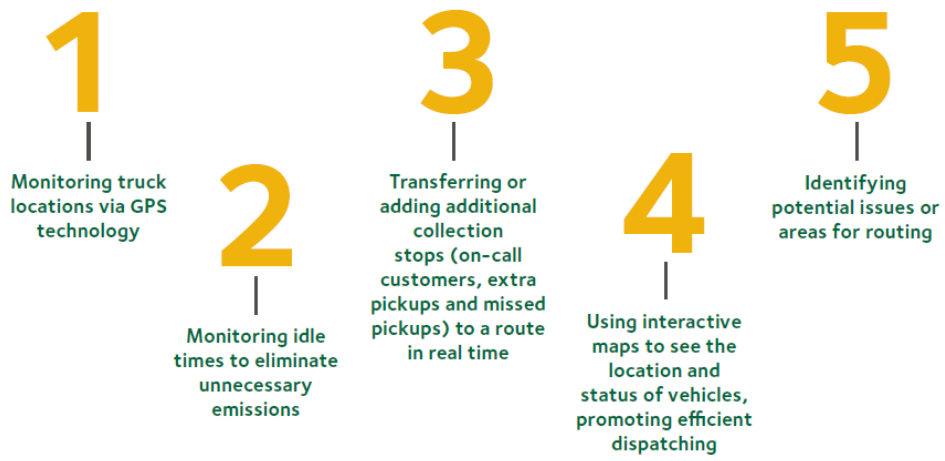
The team's collective goals are straightforward:

- Drive customer service satisfaction
- Streamline communications
- Support operations
- Increase efficiencies

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- "Drag and drop" electronic tickets
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



The combination of onboard technologies investments and computerized dispatch enables WM to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

f. Describe any changes to the existing routing or scheduling of collections.

With WM as your service partner, existing routes and schedules will remain the same, and there will be no confused residents or other frustrations commonly associated with switching to a new provider and rolling out new carts and schedules.

g. Commit to adherence to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

WM is fully committed to adhering to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

Whether you are selecting an architect, landscaper, or recycling MRF design/build/operate partner, business ethics matter. Inquiring about and evaluating potential service providers' ethical standards, policies, and safeguards is a crucial step in vendor selection.

As a service provider of any type or size, long-term success is highly dependent upon establishing and supporting clear ethical standards and strict compliance with applicable laws, regulations, and best practices. Businesses rooted in ethical behavior are more successful, attract and retain the most talented employees, and build trust among their customer base and within the communities they operate.

At WM, our leadership team has established a culture grounded in ethical practices and behaviors. At all levels, our managers guide employees to understand the ethical implications of their day-to-day choices and lead them to decisions that are beneficial to our employees, our customers, and the communities we serve.



For the 14th year, WM was recognized as one of the World's Most Ethical Companies in 2023 by The Ethisphere Institute, the global leader in advancing the standards of ethical business practices.

We credit this recognition to the hard work of our 49,317 employees who elevate WM from a best-in-class environmental services company to a world-class leader.

Regulatory Compliance

Every day, we must foster a culture where employees are empowered to Do the Right Thing, The Right Way. Our distinct culture allows us to operate by the same standard — one that unites us and defines us as a company. Our objectives when it comes to environmental and regulatory compliance are:

Engage employees in creating a culture of compliance and ethics where their daily words and actions reflect our Fundamental Commitments and Core Values

Encourage employees to SPEAK UP by sharing ideas, asking questions, and reporting any issues concerns or violations without the fear of retaliation

Educate employees on how to comply with WM policies and procedures and applicable external laws, rules, and regulations and why it's important to do so

Ensure that employees at all levels of the company proactively comply with WM policies and procedures and applicable external laws, rules, and regulations

We are responsible stewards of the environment and champions for sustainability. There are a variety of federal, state, and local laws and regulations that apply to our business. We have developed processes and tools to achieve a high standard of environmental performance and compliance. These processes and tools have been pulled into one company-wide program that we call WM's Environmental Management System (EMS). The focus of the EMS is integrating environmental functions into the core of our business. It enables us to reduce our environmental impacts and increase our operating efficiency. Every employee should be aware of our EMS.

As a company, we prepare for emergencies by maintaining an Emergency Situations and Evacuation Plan Policy. This policy states management objectives for addressing emergency situations. We also maintain a Crisis Management Plan that identifies the unique risks our sites may encounter. This plan includes reporting and response requirements for specific emergency situations at each of our Company locations.

Best-in-Class Regulatory Compliance with WM's Environmental Management System

Environmental stewardship is the core of our business—our promise to customers, our competitive advantage, and our obligation to the communities in which we operate. How we manage potential environmental impacts and opportunities is a critical element of being a sustainable enterprise. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires unwavering focus, expertise, comprehensive systems and internal checks and balances. Our approach has evolved over decades, with a focus on integrating environmental functions into key management systems.



Our goal for environmental compliance is simple: zero deviations from regulatory standards, and sound environmental practice. The goal of the Environmental Management System (EMS) is to prevent conditions that could result in violations. If conditions that could result in violations occur, corrective and preventive actions are implemented as quickly as possible. We have not yet achieved our goal of zero violations, but we continue to take any departure from regulations, no matter how small, very seriously. Please see https://sustainability.wm.com/esg-hub/environmental/environmental-management for additional details of WM's Environmental Management System.

2 | RESPONDENT QUALIFICATIONS

a. Organizational information including corporate structure, number of years in business providing outlined services, and other relevant information.

A Local Company with National Resources

WM is a local company with hauling operations throughout Illinois. We have provided superior waste and recycling services from our Wheeling Hauling District to the surrounding area for more than 55 years.

Our Wheeling Hauling District will continue to provide the Village with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the Village's expectations for waste and recycling services.

Waste Management of Illinois, Inc.

Waste Management of Illinois, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Delaware in 1968. Our team of professionals will service the Village from our Wheeling Hauling District, which is located at 350 Sumac Road, Wheeling, IL 60090. As always, we invite the Village representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your community.

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 49,317 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-A-Glance (data represents the most recently published information)

People	Operations				
49,317 team members	**254** solid waste landfills	**5** hazardous waste landfills	**497** hauling facilities	**337** transfer facilities	**$31.4B** asset base

Material is Repurposed

97 recycling facilities

41 organics recycling facilities, including WM CORe® sites and composting

14.8 million tons of material recovered

Energy is Renewable

11,307 alternative-fuel vehicles

181 natural gas fueling stations

95 landfill gas-to-electricity facilities

23 direct landfill gas-to-industrial customers

17 renewable natural gas facilities

Communities are Thriving

74 certified wildlife habitat programs

72 pollinator gardens and wildflower meadow projects

291 habitat, species, and education projects "on-the-ground"

13,413 acres actively managed for wildlife preservation

WM is Evolving from Service Provider to Sustainability Partner

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow®.

And we are investing – significantly – in this sustainability strategy. Following are WM's five strategic sustainability growth areas that will continue to shape WM's path to a true sustainability partner.

Sustainability program partner	Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.
Modern landfills and renewable energy	As part of our overarching company goals to reduce climate impact of our operations, by 2026 we expect to see six-fold growth in the amount of renewable natural gas (RNG) produced at WM landfills – growth capable through $825 million in investments in our RNG infrastructure from 2022-25. We also aim to use 100% renewable electricity at facilities we control by 2025.
Recycling infrastructure	We plan to invest $800 million in new and upgraded recycling infrastructure from 2022-25 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. These investments will result in 25% expected growth in tons diverted from landfills from 2022-25.
Integrated organics	Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.
Circular logistics	By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to recycle right, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.

Corporate Structure

Waste Management of Illinois, Inc. is a Delaware corporation; its parent company is Waste Management Holdings, Inc.

WM Way: The Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: **Safety**, **Service**, **Savings**, and **Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - WM Way - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

WM Way is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. WM Way was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by the Village.



WM Way creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The WM Way mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for the Village

Safety is woven into WM Way because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes the Village a safer place to live, work, and play.

Service Results for the Village

WM Way encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: “Leave it better than you found it.” It is a win-win for the Village and WM.

Savings Results for the Village

WM Way helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

WM Way has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for the Village. Through WM Way we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

WM Way Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize WM Way as our proprietary best practices management tool. If an issue does arise, our WM Way management procedures are:

Service Metric	WM Way Procedure	WM Way Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of WM Way, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to the Village as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and

Service Metric	WM Way Procedure	WM Way Value
	based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

WM Way Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, but it is also then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for the Village.

WM is Driving Toward a Zero Emissions Fleet

At WM, we have a long history of reducing our GHG emissions footprint and helping our customers reduce theirs. The services we provide decrease and avoid three times more GHG emissions than we generate in our operations, and we aim to reduce and avoid four times the GHG emissions we generate through our operations by 2038.



Within this overarching climate goal of reducing our GHG emissions, WM aims to achieve a fleet made up of 70% alternative fuel vehicles, of which 50% are fueled with renewable natural gas (RNG), by 2025.

WM operates the largest heavy-duty natural gas truck fleet of its kind in North America. 57% of our 18,545 collection vehicles run on clean natural gas. Since 2010, WM has reduced fleet emissions by 38%.

Alternative fuel vehicles, utilizing RNG or compressed natural gas (CNG) as fuel over diesel, produce fewer undesirable gases than fossil fuels, resulting in improved air quality emissions. Our natural gas trucks emit reduce NOx emissions by as much as 97%, diesel particulate matter by as much as 94%, and carbon dioxide equivalent emissions by as much as 80%.

Cleaner and quieter collections: WM is proud to service the Village with vehicles that run on compressed natural gas (CNG).

In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. Natural gas engines run much quieter than diesel trucks – many customers have commented that they cannot even hear the trucks coming down the street.

The Curotto-Can Automated System: Quicker, More Efficient Service

Northbrook collection trucks are equipped with the Curotto-Can Automated System, which has the fastest load time of any automated system on the market and delivers a proven 25 to 30% productivity advantage over automated side loaders. Utilizing the Curotto-Can with our front load trucks, we can service our stops quicker and more efficiently. Spending less time on your streets performing collection means safer service, quieter neighborhoods, and less wear and tear on your streets.



A WM truck equipped with the Curotto-Can system.

A key factor in providing efficient service to your community is how long a truck is stopped for service. The longer the loading cycle, the lower the productivity. With a front loader equipped with a Curotto-Can automated carry can, stop time (as measured from wheel stop to wheel go) is four to five seconds as compared to 12 to 18 seconds for an automated side loader. The Curotto-Can is the only automated system that provides an “eyes-forward” working environment and results in improved operator and public safety. Because the arm is forward of the cab and steer axle, it behaves like a boom. This unique feature enables the Curotto-Can to easily move around parked cars and cul-de-sacs – up to 20% faster in an independent comparison. Eyes-forward collection improves driver awareness and focus, reducing the chance of personal property damage to mailboxes, etc., and general public injury due to potential driver error. Better maneuverability means fewer backing events resulting in improved productivity and enhanced safety for the Village.

Key Benefits of the Curotto-Can Automated System	
✓ Fastest load time available – 4 to 5 seconds from wheel stop to wheel go	✓ 20% greater fuel efficiency due to less packing and idling
✓ Load bulk material with easier access to container	✓ Navigate cul-de-sacs up to 25% faster
✓ Eyes-forward operation enhances safety	✓ Low 108” cart dump height for safe operation well below typical overhead obstructions (wires, trees)

The Curotto-Can system also mitigates damage to carts. It dumps carts lower and with a smooth action, which means fewer damaged lids, wheels, and axles. The unique gripper design means that no metal contacts the cart while gently applying pressure to the cart body, resulting in extended cart life. Additionally, the Curotto-Can allows our drivers to see the material before it is packed, which means we can stop contamination in any stream at its source – the curb. Identifying and safely removing contamination while recording violations cleans waste streams. Collecting clean material is a major cost avoidance and mitigates the risk of culling, handling, and disposing of contamination.

b. One-Page overview of how the firm will meet minimum service requirements.

WM will meet all of the Village's requirements with service excellence as outlined on this page.

Billing

As requested, WM will manage the collection of all rates and bill customers directly for services.

Required Weekly Services

WM will provide curbside weekly collection of refuse, recycling materials, and bulk items.

White goods (a minimum of two free <50 lb. bulk items per week) and up to one cubic yard of construction and demolition debris, all as part of each residence's weekly collection stop.

Please see Section 7 for WM's list of recyclable materials to be accepted.

Additionally, WM will collect, transport, process, or dispose of all refuse, yard waste, compost, and recyclables from the locations listed in Attachment A of the RFP, along with twice-a-week service of the Village's trash and recycling receptacles in the Central Business Area.

Seasonal/Special Collections

In addition to weekly service, WM will provide seasonal and special collections for customers. Residents can choose from subscription yard waste collection in carts or six paper yard waste bags per week. If they prefer, they can also purchase stickers to place on paper yard waste bags for special yard waste collections. Yard waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

WM will provide refuse, recycling, and compost service for Village special events as requested.

To provide the Village with the most convenient and sustainable electronic waste and household hazardous waste collection available, WM will provide our At Your Door on-call curbside collection of these items for every residence in Northbrook. Please see Section 6 for details.

WM will provide emergency collections. Please See Section 4 for details.

Required Optional Services Billed Directly to Customers

WM will provide rear door service, second weekly refuse pick-up, second weekly recycling pick-up, and yard waste subscription service as described above and outlined in our cost proposal in Section 1.

Optional Services Billed Directly to Customers

As described above, WM will offer our innovative and highly sustainable At Your Door on-call curbside collection of electronics and household hazardous waste, included in our base charges for trash collection. Please see Section 6 for details.

Containers

WM will provide and repair/replace 96-, 64-, and 35-gallon toters for refuse and recycling. Additional containers will be available upon request. Please see Section 5 for details.

c. One-Page overview of staff including project manager, customer service staff, and field supervisors should be included.

Introducing WM's Village of Northbrook Service Team

Michael Brink | Municipal Marketing Manager | 30 years' experience



Mike will continue to serve the Village by overseeing WM's implementation of the new agreement. He will make sure all your needs and expectations are met. Mike will continue to oversee support and contribution activities to cultivate partnerships through participation in causes and events. Mike will oversee the efforts of WM's team to verify that obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. Mike will oversee all aspects of this agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.

Chris Haraf | District Manager | (708) 473-1652 | charaf1@wm.com



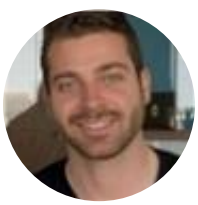
As District Manager, Chris oversees the day-to-day operations of our Wheeling Hauling District, including oversight of the 120 employees that are responsible for the collection of garbage, recycling, and yard waste from over 45,000 customers. Chris provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. He is responsible for the District's overall service and budget performance. Chris will continue to interact with Village staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, he will oversee the completion of all operational tasks.

Kelly Collins | Operations Manager | (847) 815-3264 | kcollin2@wm.com



Kelly is the Operations Manager for the Wheeling Hauling District. In this position, Kelly oversees daily collection services, drivers, and operational performance. She manages District personnel needs, including selection, coaching, and training drivers. Kelly is also responsible for equipment utilization and managing all equipment needs, including cart and container inventory. Kelly will manage the operational implementation and ongoing quality of all Village collection programs and services, and oversee ongoing staffing, and equipment needs. She will work with Village staff and our operations team to address special service requests or resolve unique customer requests or concerns (e.g., special event collections, scheduling needs, etc.).

Paul Lewandowski | Route Manager | the Village's Dedicated Field Supervisor | plewando@wm.com



Paul is the Village's Route Manager. With four years' experience with WM, he will be the Village's dedicated field supervisor that provides on-site management including directing route drivers and resolving customer issues in the field. Paul oversees daily residential collection services, drivers, specialty services, special projects, and operational performance at the District. He also helps to facilitate personnel needs, including the coaching and training of drivers for all lines of business. The drivers who are responsible for container delivery and cart operation report directly to him. Paul will assist in the management of the day-to-day operations of all Village collection programs and services. He will continue to work with Village staff to confirm that any special requests or concerns are addressed appropriately and timely.

Our Drivers - The Backbone of Our Daily Operations



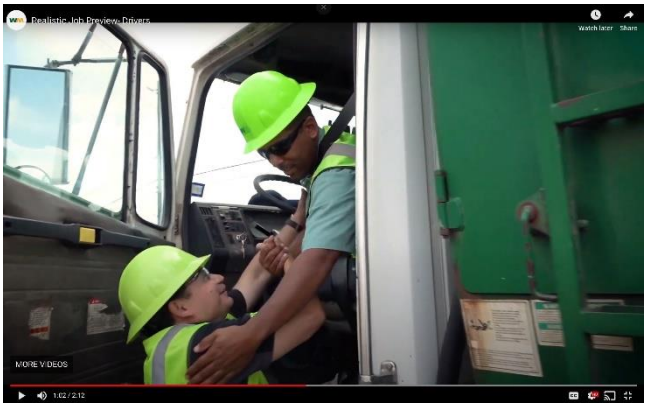
At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers is the backbone of our daily operations and is dedicated to providing the Village with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.

d. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

As noted in our response to requirement "d." in Section 1, we consider our customer lists confidential and proprietary. Therefore, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Proven experience in residential waste hauling experience in similar communities.

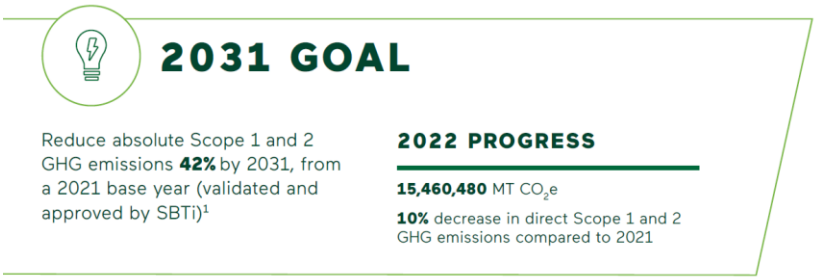
Please see our response to requirement "b." in Section 1 for proof of our extensive experience and stellar service record of residential waste hauling in similar communities.

f. Must possess a thorough understanding of the intersection between waste collection and climate change and demonstrate a sincere interest in collaborating with the Village of Northbrook and its residents to divert waste from landfills.

Climate change is a global challenge that faces our society and businesses. From extreme weather events to shifting seasons, impacts from climate change are offering an opportunity to rethink and reshape our economy. WM is taking a leading role in transitioning to a low-carbon future by setting ambitious, science-based targets to reduce our greenhouse gas (GHG) emissions — and progressing towards those targets with actionable emissions reduction plans — and enabling solutions for others to reduce their emissions.

Our services like recycling and renewable energy generation allow customers to reduce their own carbon footprint. We see opportunity in this challenge and are investing to support our customers across industries to unlock emissions reductions across the value chain.

We set a goal to reduce our absolute Scope 1 and 2 GHG emissions by 42%, from a 2021 baseline, by 2031. In 2022, we reduced our direct Scope 1 and 2 GHG emissions by 10% over a 2021 baseline and our Scope 3 emissions due to emission factor updates. We achieved this through continuing to increase landfill gas capture and utilized 45% of this gas for beneficial use in 2022. We have also validated our target with SBTi, a third-party organization that assesses and verifies targets are in alignment with climate science.



Working Together for a More Sustainable Northbrook

As demonstrated above in our commitment to reducing GHG in all our operations, WM has a thorough understanding of the intersection between waste collection and climate change and we have a sincere interest in bringing our best practices to Northbrook to collaborate with your staff and community to help you achieve your goal of reaching 50% diversion by 2023. In addition, our aim is to provide programs and tactics that set the groundwork for any

future climate change initiatives the Village chooses to pursue so they can be easily implemented, and you can see results quickly. As part of our commitment WM proposes the following to help support the Village's climate action strategies in Northbrook:

Northbrook's Climate Action Plan Waste Management Strategies and WM's Collaborative Recommendations

The Village outlined six sustainability items for solid waste reduction on page 10 the RFP which we have outlined below in green with our recommendations. Additionally, we reviewed your Climate Action Plan and believe we may be able to assist with additional strategy points, which are outlined below in black.

Northbrook Strategy WM 2 | Increase landfill waste diversion to 50% by 2030.

WM 2-1	**Conduct a waste audit to determine waste diversion opportunities.**
WM Recommendation	*WM can assist the Village by conducting regular audits of your residential recyclables to determine waste diversion opportunities.*
WM 2-2	**Establish a zero waste Village event policy making zero waste office operations and events standard.**
WM Recommendation	*WM has extensive experience in executing highly successful zero waste events, including the WM Phoenix Open, https://wmphoenixopen.com/sustainability/. We can bring the best practices we've learned from the zero waste events we've successfully executed over many years to Northbrook to help you develop your zero waste events strategic plan.*
WM 2-6	**Restructure solid waste rates to incentivize smaller landfill bins and quantities and larger recycling and compost bins.**
WM Recommendation	*WM's proposed rates included in Section 5 of this proposal include a "pay as you throw" type graduated rate structure that incentives smaller garbage carts and larger recycling and compost carts to help encourage recycling and discourage disposal. Additionally, as detailed in Section 6, WM has included our At Your Door electronic and hazardous waste residential on-call collection program in the Village's base rate so it will be available to all residents.*
WM 2-7	**Establish a waste ordinance, requiring all residential, multi-family residential, and commercial property owners to offer recycling and compost collection services.**
WM Recommendation	*WM is able and willing to provide mandatory year-round residential compost collection if the Village so desires to help support an ordinance that would require compost service.*

Northbrook Strategy WM 3 | Increase organics diversion from landfill.

WM 3-3	**Establish a communication campaign to promote and increase the utilization of curbside compost collection program to all residential properties for yard waste, food waste, and certified compostable products.**
WM Recommendation	*WM will work collaboratively with Village staff to expand our current Recycle Right public education and outreach efforts to include compost collection. Additionally, to further increase organics diversion from landfill, WM recommends and will support year-round residential compost collection.*
WM 3-4	**Collaborate with residential and commercial organics haulers to establish organics diversion programs for residential and commercial buildings.**
WM Recommendation	*As stated in our recommendation for WM 2-7, WM is able and willing to provide year-round residential compost collection to help support the Village's climate action initiatives.*

Northbrook Strategy WM 4 **| Increase recycling rate.**

WM 4-1	**Increase waste diversion opportunities by increasing recycling and organics collection in public places.**
WM Recommendation	*WM is prepared and will provide collection and carts, if needed, for expanded recycling and organics collection in the Central Business Area.*
WM 4-2	**Develop and fund and assistance program for businesses to provide waste audit services, support businesses in establishing tracking and reporting waste streams, identify reduction, diversion, and beneficial use opportunities.**
WM Recommendation	*WM can assist area businesses in providing waste audit services, support businesses in establishing tracking and reporting waste streams, and identify reduction, diversion, and beneficial use opportunities.*
WM 4-3	**Develop program to recycle single-use Styrofoam items.**
WM Recommendation	*WM's materials marketing team is the best industry. They successfully manage and market approximately 15 million tons annually of materials for reuse. They can provide valuable information, guidance, and resources regarding new recycling program implementation.*

Northbrook Strategy WM 5 | Educate, engage, and empower the public to meet waste management goals.

WM 5-2	**Educate the community on waste management strategies.**
WM Recommendation	*WM will educate Northbrook residents using our innovative and highly effective Smart Truck® technology, which provides targeted feedback based on customers' set-out behaviors. This has proven to be the most beneficial type of public education because it is immediate and custom to the individual's behaviors. It uses our Recycle Right suite of education materials to educate residents. See later in this section for details. Additionally, WM will partner with the Village to develop and deploy a robust, proactive Recycle Right education campaign to help Northbrook residents increase recycling and decrease contamination. See later in this section for details.*
WM 5-3	**Support collaborative consumption community projects, such as compost projects, tool libraries, and repair cafes through mini-grant programs.**
WM Recommendation	*To assist with the Village's mini-grants to support compost projects in your community, **WM will donate $5,000 annually to the Village's Native Plant and Tree Giveaways program**. Additionally, WM would like to offer the Village the option to go twice a year to pick up a dump truck load of compost from our Willow Ranch Composting Facility to support the Village's Native Plant and Tree Giveaways, Grown Northbrook Demonstration Organic Garden, and/or other community compost needs.*
WM 5-5	**Encourage Northbrook residents to participate in organics collection through creation of "Include the Food" education campaign.**
WM Recommendation	*WM will promote the Village's "Include the Food" messaging in all of our outreach and education materials.*

Additional sustainability priorities noted in the RFP:

Additional priority	**Evaluate the benefits of offering an opt-out compost program verses the current opt-in program.**
WM Recommendation	*If the Village decides to make policy changes regarding opt-in/opt-out composting programs. We will work with the Village to implement any services you see fit.*
Additional priority	**Offer additional bins sizes to residents possibly including 12, 20, and 45 (which would be additional to the current 35-, 64-, and 96-gallon options).**
WM Recommendation	*Due to operational concerns, WM cannot offer 12-, 20-, or 45-gallon containers. However, our vast experience throughout the U.S. and Canada has found that the most successful high-diversion communities generally offer 35-, 64-, and 96-gallon cart size options, the same as WM provides today.*

WM Smart Truck® Technology: Smart Solutions to Monitor and Reduce Contamination through Targeted Education



Our proprietary WM Smart Truck technology captures video and photo of every collection.

WM is always working for a sustainable tomorrow. The latest in these efforts is our WM Smart Truck technology program, which pairs innovative onboard systems with strategic, targeted education to influence waste-related behaviors, making residential collection in Northbrook smarter, safer, and more efficient.

At its essence, WM Smart Truck technology consists of cameras and sensors mounted on our collection vehicles that create a record of collection events and the contents of collected containers. Data captured - including vehicle location and photo and video documentation of service - then drives a targeted education strategy to reduce recycling contamination and container overages while also improving the customer experience through service verification notification.

WM Smart Truck technology on your streets means a cleaner, greener, safer Northbrook with more power and efficiency in every pickup.

The Benefits and Value of WM Smart Truck® Technology

CUSTOMER SERVICE INNOVATION: WM Smart Truck technology documents every collection stop and shares that data – including real-time positive service verification and documentation of any collection issues – with customers through the notification channel of their choosing. This allows for a more open and transparent relationship with customers with consistent and direct communication.

COMMUNITY HEALTH AND SAFETY: WM Smart Truck technology protects community aesthetics as camera monitoring allows us to proactively identify containers that are overflowing and cause unsightly litter and odors. It is safer by automating processes that keep our drivers in the cab so they can focus on operating their collection vehicle and monitoring their surroundings, decreasing injury risk as drivers are not exposed to traffic and avoid lifting containers manually.

TARGETED EDUCATION AND OUTREACH: WM Smart Truck technology improves waste-related decision-making with a focused, tailored education program in response to documented issues, such as contamination or overages. Direct notification with customized education messaging makes for a more personal connection with the customer and increases the likelihood they will take real action and change behavior, improving diversion from landfills, and right sizing their trash services.

RATE STABILIZATION: WM Smart Truck technology allows us to identify what residents put at the curb, confirming that customers are subscribed to the appropriate service levels based on their waste generation. After an initial 60-day education and outreach campaign to launch the program, customers who continually overfill containers or place contamination in recycling or organics carts are subject to a charge on their third offense after two warnings. Customers who continually overfill containers or place contamination in recycling or organics carts are subject to either a charge on their third offense after two warnings or the ability for WM and/or the Village to upsize the customer's container to the needed curbside capacity. WM is open to both behavior

change mechanisms. However, we prefer adding the curbside capacity to match waste generation and diversion capability needs.

A Targeted Education Strategy

Key to the WM Smart Truck program is pairing innovative onboard systems with a strategic, targeted education program. To shape waste-related decision-making and effect actual change, we must create a personal connection with the customer (custom messaging) while providing real data and feedback (photos/video that are made available on their online accounts) and clear education to follow. These efforts increase the likelihood that residents take real action.



Reducing Contamination for Cleaner Recycling Streams

Contamination can ruin entire loads of recyclable materials and causes extreme problems at recycling facilities, including safety issues such as fires from hazardous materials (batteries) or tangling (plastic bags) in sorters that must be manually cut out - a dangerous task for facility workers. With WM Smart Truck technology, contamination enforcement and education are made easy with:

One in four items that consumers place in recycling containers is not recyclable.

- A standardized review process with checks and balances to identify contamination at the curb
- Account-specific photos that allow us to educate customers about contamination and recycling right
- Ability to identify top contaminants by route to target outreach in your community

HOW WM SMART TRUCK® TECHNOLOGY TARGETS CONTAMINATION				
1	2	3	4	5
A list of non-acceptable materials in recyclables specific to your community is developed	Artificial Intelligence (AI) is used to identify contamination	A dedicated team of trained technicians confirms findings	Notification is sent to customer via email (includes video of incident)	Commercial customers receive a contamination charge as applicable per the contract (after initial 60-day education campaign)

Stopping Overages Helps Keep Your Community Clean and Safe

Overages from containers cause unsightly litter and odors, clog storm drains, and can attract pests and other vectors. WM Smart Truck technology can provide outreach to customers to prompt right-size adjustments that prevent overages and keep your community clean and safe.

HOW WM SMART TRUCK® TECHNOLOGY TARGETS OVERAGES				
1	2	3	4	5
AI is utilized to identify overloaded containers	A dedicated team of trained technicians confirms if container lid is lifted due to overage	After initial 60-day education campaign in your community, customer receives overage charge	Notification is sent to customer via email or text (includes photo of incident)	Commercial customers charged for confirmed overage according to the contract

Customers can be notified of any service issues via email within 24 to 36 hours of service.

QUALITY CONTROL MEASURES	
How can you tell if a cart is contaminated?	Mounted cameras record service Every collection is reviewed and tied through GPS to a specific service address
What happens when a service issue is detected?	AI is used to identify overfilled containers, contamination, damaged containers, graffiti, recorded service levels, and more Any identified contamination is verified by our team of technicians
What quality control is in place to ensure accuracy?	Our dedicated team of technicians are trained to carefully identify service issues and contamination We have standard protocols for assessing every situation with built-in checks and balances to ensure accuracy

PRIVACY AND PROTECTING CUSTOMER DATA	
Is this the first-time cameras have been used on WM collection trucks?	No. WM has used cameras on trucks for almost 10 years. We use mounted cameras to improve safety by assisting our drivers with rear and side-view perspectives, and documenting driving incidents.
What about privacy?	WM will never share the images or customer information with third parties for marketing or data mining. The photographs or videos are only used to educate and inform customers to improve collection service, recycling, and diverting materials away from the landfills.

WM Smart Truck® Technology Outreach Campaign Raises Program Awareness, Sets Expectations

The WM Smart Truck technology program begins with a 60-day intensive outreach and education campaign focused on raising awareness of the WM Smart Truck technology program in your community. This period will set clear expectations and minimize any surprises to customers while setting a foundation for the program.

PROPOSED ROLLOUT: FUNDAMENTAL TO BEHAVIOR CHANGE AND SUCCESS		
60-Day Education Period	**Evaluation Period**	**Go Live**
• Program introduced to customers via postcard/email • Additional education: social media, municipal and WM websites, press releases, etc. • Customers guided to wm.com/mywm to enable digital communications • Commercial customers with contamination and/or overages are warned and advised they may be charged following the education period should the Village agree to such charges	• WM to send key data collected during education period, including # of overage and contamination notices sent • Identify customers with multiple incidents (may require additional education) • Develop a plan to go live with enforcement charges	• Commercial customers with contamination and/or overages will receive electronic notifications of charges and will see them on their next WM invoice should the Village agree to such charges • Continued education provided to customers on how to prevent overages and recycle right, including social media ads, newsletter articles, and more

Suite of Education and Outreach Communication Materials

Following are samples of the WM Smart Truck program's education and outreach communication materials.

Always Working For A Sustainable Tomorrow®

Less materials in landfills and litter on your street. More information in your inbox. The WM Smart Truck™ program is designed to create cleaner, safer communities while giving you more visibility into your service than ever before.



Stay Clear Of Charges

After a brief educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.

Here's how to pave the way for this change:

1. Visit **wm.com/mywm** to create an account and opt in to notifications. **After one initial warning, all further notifications will be sent digitally.**
2. Take care of your waste and recycling the right way – waste less by reusing, donating and recycling right to prevent contamination.
3. **Need to add a cart?** Let's find a better fit together – call **%number%** to explore your options.

Tips For Smart Tossing

Keep A Lid On Overages
All materials must fit in your cart, and the lid must be fully closed.

Recycle Right

WM Smart Truck℠ Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart Truck℠ program gives you the notifications and insights you need to make it all possible.

How It Works

1. **Your Materials**
With the help of mounted cameras, WM Smart Truck℠ technology captures footage of containers as they are collected during service.



2. **Your Service**
A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.



3. **Your Notifications**
If a cart associated with your address is overloaded or non-acceptable material is found, we'll send you a notification. Log in to **My WM** to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.



Do More with My WM
Visit **https://www.wm.com/us/en/user/register** or scan the QR code to sign up for an account.



Social Media Resources





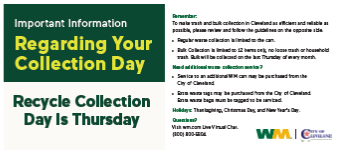
Postcard

Recycle Right Campaign

In collaboration with Village staff, WM is excited to offer our Recycle Right suite of education materials to develop a robust diversion and contamination reduction campaign for Northbrook. Possible outreach efforts can include:

Bill Insert

WM can include bill inserts to reinforce the rules of recycling and encourage diversion in Northbrook.



Community Website

Recycling service information will be provided on Northbrook's WM community website, including the information packet, service calendar, a list of acceptable recyclables, and a link to WM's Recycle Right website.



Social Media Content

WM can provide post ready social media content for Northbrook to post on your social media channels.



Information Packet

Around the service start date, WM will mail residents a welcome packet and include information about the valuable services WM will provide as part of the new agreement.



Community Events

WM will participate in Northbrook community events throughout the year to educate residents and generate excitement around recycling.



Service Hub

WM can set up a display at town hall or a community center to highlight the benefits of recycling, how to Recycle Right, and its impact in Northbrook.



Newsletters

WM can provide Recycle Right® information to include in Village newsletters.





Electric Collection Vehicles

Last, but not least, WM understands that sustainability is a priority for Northbrook as it is for our company. We noticed that you participate in the Metropolitan Mayors Caucus' EV Readiness Program, which is something we are also preparing for in our operations.

We understand that sustainable waste collection operations are as vital for the Village, as they are for WM, and that electric vehicles (EV) can help you achieve your goals for greenhouse gas (GHG) reduction in your community. WM is excited to help you explore and implement this innovative new technology.

For three decades, WM has pioneered the use of alternative fuels and advanced transportation technologies to reduce GHG emissions in our operations, including our fleet. Since 2010, WM has been the early front-runner and industry leader in pursuing and implementing a comprehensive GHG reduction strategy. Since then, nearly 60% of WM's collection fleet has been transitioned to compressed natural gas (CNG) vehicles, avoiding using millions of gallons of diesel fuel per year, reducing our fleet's GHG emissions by more than 40%, and building North America's largest heavy-duty natural gas fleet. In 2021, 47% of fuel for our collection fleet was from a renewable source. Our investments in renewable natural gas (RNG) facilities will allow WM to fuel our entire natural gas fleet with RNG by 2026.

BENEFITS OF TRANSITIONING FROM DIESEL TO RNG

8,000 gallons of Diesel fuel

60 metric tons
of GHG emissions reduced for every diesel-powered truck replaced with RNG

97% reduction in NOx emissions

94% reduction in particulate matter

56% reduction in CO_2e emissions

Companywide, our overarching climate goal is to reduce GHG emissions. Currently, our services avoid three times (3X) more GHG emissions than we generate in our operations. Our 2038 goal calls for avoiding even more—four times (4X) our operating emissions. As part of achieving this goal, WM's goal is to have a fleet of 70% alternative fuel vehicles, of which 100% are fueled with RNG, by 2025/2026. We are also exploring how EVs can help us achieve these ambitious targets and enable our partners, including the Village, to reach their sustainability goals so that we can work together to preserve your community and the earth we all share and love.



WM is piloting this fully integrated electric Class 8 collection truck from Heil and Autocar in Kirkland, WA. The side loader will be the fourth distinct Class 8 EV to be tested across our operations. The new truck has a larger battery and payload than the other electric collection vehicles we are evaluating. We want to see how it performs relative to other Class 8 EVs and our CNG collection vehicles.

While not a new technology, EV use in the waste/recycling industry has recently received increasing attention. Although a few smaller, lighter-weight trucks have been tested, giving the impression of imminent availability, the technical hurdles and costs have resulted in a slower transition than we hoped. Currently, an EV is 1.5 to 2 times the cost of a CNG – about $600,000 to $800,000 – just for the truck not including infrastructure or electricity costs. Infrastructure costs for an EV fleet are generally twice as much as CNG; however, the cost is very dependent on the current capability of the grid. Today, electric fuel costs are approximately three times CNG's, and there are concerns about the grid's reliability. The electricity needed to charge an EV truck to service a route is about 400-500 kWh. A 50-truck fleet would need the daily energy requirement of powering 650 to 850 homes. There are industry concerns that a sizable fleet deployment would significantly impact the grid and that there needs to be more electricity today to support heavy-duty EVs on a large scale. Additionally, the heavier weight of collection trucks and the limitations of the battery capacity have created a challenge to widely deploy this technology throughout our fleet.

We know EVs are the future of transportation, and WM is working on implementing them in our fleet in a smart manner by piloting first and then developing a rollout strategy based on real results to ensure we can fulfill our duty of collecting our customer's waste, recycling, and organics as promised every service day.

One of the challenges that the industry has encountered with collection EV trucks is gross vehicle weights. Our most common Class 8 collection trucks have a gross vehicle weight (GVW) of 66,000 pounds when full, testing the battery technology limits. The weight of our trucks, when full, requires more batteries, adding weight, which limits the amount of material we can collect. We would need more trucks on the road to provide the same level of service. Current data shows that an EV is 70% as efficient as a comparable diesel or CNG truck regarding collection efficiency (i.e., trips to disposal and processing facilities). This limitation, combined with the cost of the trucks to date, has historically impeded the adoption of this technology, especially with the collection price sensitivity of our customers.

However, as battery technology has evolved, the trucks currently being tested appear to be more compatible with our needs. WM has a long history of working with Original Equipment Manufacturers (OEMs) to identify and develop state-of-the-art technology for our fleet, and we are excited to announce that we are piloting fully electric body EV collection vehicles in Kirkland, WA, as highlighted in the photo and caption, Southern California, and New England, with more planned. A priority of WM is to pilot EVs in states that have adopted California's Advanced Clean Fleets (ACF) regulation and require zero-emission vehicles. The criteria we use to deploy align with the capabilities of EVs. Automated side load routes are a good example, as they cover roughly 80 miles and collect approximately two loads while on route each day. The results of our extensive pilots will help guide WM's EV strategy as we advance and give us the information needed to offer a reliable and sustainable solution for our customers. Additionally, we are

considering hybrid vehicles as a bridge to comply with regulations while technologies and grid capacity evolve.

WM has been committed to alternative fuel options for more than 20 years, including RNG, electric vehicles, and other technologies, as we work to reduce our overall emissions, reach our sustainability targets, and help our partners progress in achieving their goals. We are equally committed to developing and deploying EVs as rapidly as the technology and infrastructure allow.

g. Ability and desire to respond professionally and expeditiously to customer services.

WM puts our customers at the center of all we do. Through discussions with customers and intensive research, we understand customers want multiple ways to contact their service providers anytime. We are creating an integrated customer service system, so Northbrook residents can communicate with WM when and how they want. Our innovative customer service offerings are outlined in the next section.

3 | CUSTOMER SERVICE AND MANAGEMENT

a. Describe the approach to interaction with the Village's residents and staff. This includes issue identification and resolution, program education, and proactive communication. This can include use of customer portals, websites, apps, text messaging services, and other innovative educational methods to improve proper disposal of waste.

Customer Service, For Tomorrow®

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we are excited to share that we are building upon our traditional call center and investing in advanced customer service technologies, like Interactive Voice Response, a Callback System, and Live Chat Support.

These technologies are shaping the future of customer service at WM and making our customers' experience even better:

- **Interactive Voice Response (IVR):** Lisa, our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.
- **Callback System:** Lisa's callback functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.
- **Live Chat Support:** Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.

Customer Experience Channels

Our IVR, Callback System, and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com	Gives customers a seamless and intuitive way to discover the services and solutions available in the community.
Knowledge Base Customer Support	Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.
Social Media Platforms	Provides extra convenience and a new way to connect with WM.

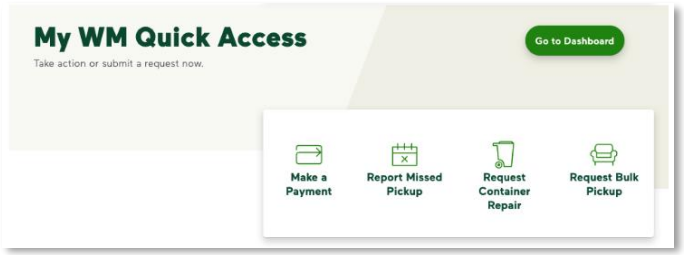
My WM/My WM App	This platform empowers our customers with the tools and technologies for on-demand digital account management and self-service solutions.
Customer Service Center	Provides a comprehensive and dedicated one-on-one assistance to address and resolve issues on first interactions.

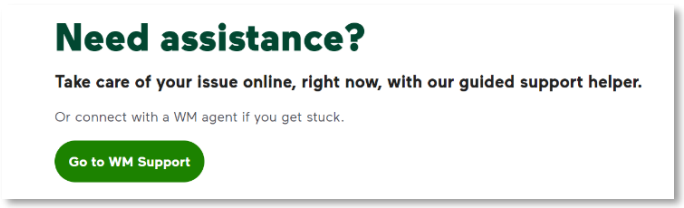
WM Customer Website

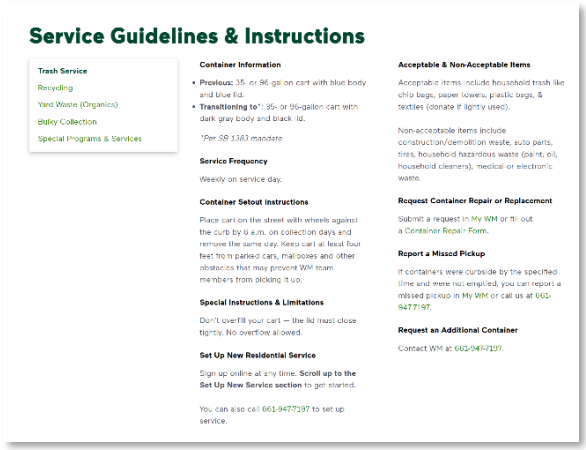
Our dynamic WM customer website, designed to provide residents with a seamless and easy-to-navigate experience, is tailored specifically to your municipality. The website is a single access point for residents to find service information and 24/7 self-serve options.

Your community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences, and more.









Shown here are quick access links to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.

With a WM Customer website, you can:

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.

- **Promote self-serve service:** Your WM customer website is the first line of support, empowering customers to access information and find answers at their convenience.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules to special events to bulk item collection information (if applicable) to any service guidelines.
- **Lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, making it even easier to recycle right and reduce contamination.

Customer Service Center Overview

Customers can contact WM during normal business hours - 8 a.m. to 5 p.m. local time. The Customer Service Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant Chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

Customer Service Center

If a customer inquiry request cannot be resolved through our convenient online options, our **knowledgeable customer service team is ready to assist every step of the way and provide you with the right information you need.**

There When Our Customers Need Us Most

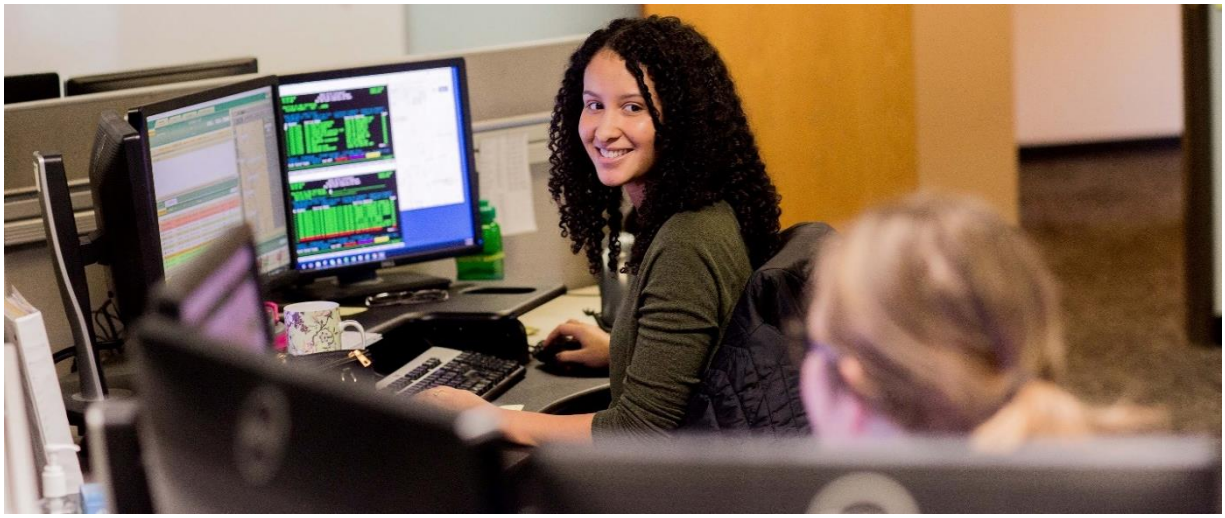
From power outages to natural disasters, our nationwide customer service infrastructure allows us to assist customers with their inquiries or requests and keeps you connected to WM when it matters the most.

Professional, Well-Trained Customer Service Representatives

Our professional, well-trained Customer Service Representatives (CSRs) place our customers at the center of what they do every day. They are empowered to take the right steps and make the best decisions to address and resolve issues on first interactions so there's no need for a follow-up call.

Customer Service Representatives Training

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.



People First: *Our proud, caring, and resilient CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' AI-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.*

Comprehensive Investments in Customer Service Technology

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

Onboard Computer Technology for Constant Contact with Drivers and Vehicles

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status.
- One-touch cart service verification.
- Proactively generating service tickets for cart repair or replacements for customers.
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service needs.

Integrated Knowledge Management Systems

Our proprietary web-based Knowledge Management System (KMS) is a single source of truth for sharing, organizing, and managing contract-specific information with customers, such as available services, rates, and collection schedules.

The KMS is accessible to all our CSRs nationwide, enabling our network of experienced CSRs to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Customer at a Glance (CAAG) KMS incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer

invoice and payment history, WM's integrated billing system, Mid-Atlantic System (MAS), and onboard computing that captures service history and service statuses.

With CAAG, CSRs are also able to manage first-call resolutions for customers regarding:

- Administrative actions (online pay/autopay/paperless invoicing
- Holiday schedules
- Service/pickup schedule
- Bulky/large item collection
- How to Recycle Right
- Sustainability education
- Commercial – extra pickup, service changes
- Service schedule changes
- Weather and natural disasters alerts

How Do We Measure Our Customer's Experience

Net Promoter Score (NPS)

It is important that we measure our customers satisfaction and really understand their residents so we have transitioned to Net Promoter Score (NPS) metric which is considered better than traditional Customer Effort Score (CES) metrics.

NPS is a customer loyalty metric that gauges the likelihood of customers recommending a company to others. It provides valuable insights into customer sentiment and their overall perception of your brand. Here are a few reasons why NPS is considered superior to traditional CES metrics:

Comprehensive Measurement: NPS captures a more holistic view of customer satisfaction by measuring both positive and negative experiences. It considers not only the ease of a customer's interaction (as in CES) but also their emotional connection and willingness to endorse your brand to others.

Predictive Indicator: NPS has proven to be a strong predictor of customer loyalty and business growth. Studies have shown a correlation between high NPS scores and increased customer retention, repeat purchases, and positive word-of-mouth recommendations. It helps identify customers who are likely to become brand advocates and positively impact your business.

Actionable Insights: NPS allows you to take actionable steps to improve customer experience. By categorizing customers into promoters, passives, and detractors, you can identify areas for improvement and develop strategies to convert detractors into promoters. This helps drive meaningful changes and fosters long-term customer loyalty.

Benchmarking: NPS enables you to compare your performance against industry standards and competitors. By understanding where you stand relative to others, you can set realistic goals, track progress, and continuously enhance your customer service efforts.

While CES has its merits in measuring customer effort during specific interactions, NPS provides a broader perspective on overall customer satisfaction and loyalty.

Voice of Our Customers Survey

WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.

The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.

b. Describe the process to transition the Village's new program with minimal disruption to the residents and Village staff. This should include schedules, detailed tasks, and key milestones to meet the September 1, 2024, contract start date.

As your trusted incumbent service provider, there will be no transition if you continue with WM as your partner. There will be no disruption for your residents as our tested and proven customer service tools are already in place, used, and trusted by your community.

c. Describe your vision for the communication model between Village staff and your company. This includes field and administrative communications.

Mike, Chris, and Paul, the Village's Municipal Marketing Manager, District Manager, and Route Manager, will continue to be the primary contact points for Village staff. Your team can reach them on their cell whenever needed. Additionally, Mike will schedule regular check-in meetings with your staff to see what's working well and if there are any opportunities for improvement so that they can be proactively addressed before they become more significant concerns. Our commitment to Northbrook is to be the proactive partner you need for continued service excellence in your waste management program.

d. Describe the metrics that will be collected and reported to the Village related to the services provided.

WM will continue to provide monthly and annual reports for the Village similar to what is pictured below.

Sample Diversion Report*
Northbrook, IL

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVERAGE
Monthly Refuse Tons	700	660	780	840	950	980	910	990	890	880	950	870	867
Monthly Recycling Tons	330	260	300	320	340	350	330	330	320	310	330	340	322
Monthly Yard Waste Tons	10	0	0	100	175	175	175	175	175	175	175	0	111
												Diversion Rate	33%

*Sample diversion report. Numbers are not reflective of actual refuse, recycling, and yard waste tons in Northbrook.

4 | EMERGENCY COLLECTION SERVICES

a. Localized Emergency Collections. Respondent will, upon request from the Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare.
b. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, the Village may require the Respondent to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("Community-Wide Emergency Collection"). The Village may require the Respondent to place roll-off containers at locations throughout the Village during a Community Wide Emergency Collection. The Village will provide Respondent with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection.

WM will work with the Village to develop an effective Emergency Collection Services program for Northbrook.

5 | ADDITIONAL INFORMATION

a. Provide photos or brochures which depict the wheeled toters that Respondent would offer for use if the Village were to choose an alternative involving the lease or purchase by the Village of Respondent containers and provide information regarding the specifications and features of such containers.

Cascade Carts: Built for Durability, Convenience, and Sustainability

WM will continue to partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for your community when needed. WM has high-quality durable Cascade carts already in place throughout Northbrook. We will continue repair and replace existing carts with Cascade to provide new carts for Northbrook residents when needed

Our longtime partnership with Cascade spans more than 30 years with more than 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to the Village.

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.



WM trash and recycling carts come in a variety of sizes and colors, with yellow lids designating recycling carts.

EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, WM and Cascade Cart Solutions have teamed to create the EcoCart™ - the waste industry's first collection cart manufactured with at least 10% post-consumer plastic resin.

The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards. Additionally, the 96-gallon EcoCart is available in a wide range of colors for your choosing – WM green, black, dark blue, or medium grey.

WM is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, the Village can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.



Cart Sustainability

It only makes sense that the collection carts we provide the Village should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for the Village, we considered the following environmental benefits:

- **Post-Industrial Recycled Content.** Every Cascade cart contains recycled content. Cascade carts incorporate recycled content into their products to reduce reliance on limited natural resources, without affecting durability.
- **End-of-Life Cart Recovery and Recycling**. The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart's useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.
- **Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

Tested and Proven

ISO 9001 CERTIFIED

As the first U.S. waste container producer to be ISO 9001 registered, Cascade takes their commitment to quality manufacturing seriously. They test their carts beyond industry durability standards for performance. Cascade's cart testing procedures include:

- Cold impact test for lids and wheels
- Hot and cold wheel assembly tests
- Double pump cart tests, equivalent to three lifetimes

Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect WM and the Village from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

WM has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty can be found at: http://www.cascadeng.com/terms-warranties.

Cascade Certified as Women's Business Enterprise

WM is happy to include Cascade Engineering, Inc. to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing WM customers and communities with the best, most innovative, and cost-effective solutions.

b. Provide any other information Respondent deems necessary to demonstrate that it understands, and can meet, the Village's expectations as to solid waste collection service.

A Tested, Proven, and Trusted Partner for the Village

WM Fortune World's Most Admired Companies 2019 - 2023 Ranked No. 1 in the Waste Industry in 2023

WM has been recognized by Fortune as one of the World's Most Admired Companies for the fifth consecutive year. This year, WM was ranked No. 1 among our industry peers. Fortune's list of the World's Most Admired Companies includes the best-regarded companies in 52 industries. Companies were ranked based on survey responses from executives, directors and analysts, and the top-rated companies were chosen from a pool of 645 companies in 27 countries.

WM named to Newsweek's 2023 list of America's Greatest Workplaces for Diversity

Newsweek and market data research firm Plant-A Insights named "America's Greatest Workplaces 2023 For Diversity" based on a list of 1,000 companies whose employees say they respect and value diverse people. WM is proud to receive this employee-driven prestigious honor as our commitment to inclusion, equity, and diversity is rooted in our values and woven into our business strategies.



Ethisphere, a global leader in defining and advancing the standards of ethical business practices, recently honored 135 companies that have earned the coveted designation of World's Most Ethical Companies® in 2023. WM is proud to be one of these companies for the 14th consecutive year.

Our commitment to being a "People First" organization and achieving "Success with Integrity" means striving for results in all we do. We hold ourselves to high standards of accountability, honesty, ethics, and compliance standards. Our people are committed to placing our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



Unmatched service network to support the Village: We serve nearly 20 million commercial, industrial, municipal, federal, and residential customers across North America through a vast network of collection, transfer, recycling, and disposal services. WM is making unprecedented investments to grow our recycling and renewable energy businesses by expanding our recycling footprint and building new renewable natural gas (RNG) plants across our landfill network to convert landfill gas to RNG. In addition, WM offers operational resources at a local, regional, and national level. These resources can help you increase recycling, reduce costs, and optimize equipment, all adding up to world-class service delivery for the Village.



Technology focused on the Village: WM is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and our new WM Smart Truck technology is the latest in those continual efforts. Smart Truck documents service data through sensors and onboard cameras to provide real-time service verification of every service stop and location. This state-of-the-art technology gives Mike, your Senior Account Executive, a complete view of your containers at the time of pickup with images that can be shared with the Village. Utilizing this data, we can work collaboratively with your staff to identify opportunities for improvement and develop solutions to maximize service efficiency, improve recycling, and reduce costs.



A commitment to continuous improvement in the Village: Material-handling equipment plays an essential role in efficient recyclables management for the Village. To identify additional synergies and savings in your recycling programs, we will work with your team to make sure that all waste handling equipment is appropriate for the task and performs at optimal levels. Using our industry-leading analytics and innovative WM Smart Truck℠ technology, we will optimize equipment to identify operational improvements that maximize diversion within the existing programs and reduce contamination while maintaining high service levels.



Environmental stewardship for the Village: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the communities and businesses in which we operate. In an industry as highly regulated as ours,

protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to surpass them.

Commitment to near-zero emissions in the Village: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes over 11,000 natural gas vehicles (NGV), the largest heavy-duty natural gas truck fleet of its kind in North America. Our goal is to create a near-zero-emissions fleet fueled almost entirely with natural gas.



Unparalleled recycling and diversion for the Village: As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we have invested in recycling processing infrastructure to the nearly 15 million tons in recyclables we managed in 2022 to the industry's first recycling education program, Recycle Right - WM is committed to creating shared value and long-term recycling solutions that improve sustainability for our customers. View the following for Recycle Right tools and resources, wm.com/recycleright.

RECYCLE RIGHT Learn more about RECYCLE RIGHT

An ethically sound partner for the Village: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. As a result, we have been recognized annually as an ethical leader by many organizations, including the Ethisphere Institute as a "World's Most Ethical Company" in 2023 for the 14th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who care for our customers, communities, shareholders, environment, and each other.

Shared values with the Village: WM has the best people in the industry and a strong corporate culture focused on deep commitments to environmental sustainability, ethics, and the communities we serve.

Leading training and safety programs to keep the Village safe: Our employees undergo comprehensive background checks and drug testing to provide the safest and most secure service for your residences, facilities, and depots. Prior to employment, all driver candidates must possess a valid license and pass a medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings. Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of the training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's safety culture.

6 | AT YOUR DOOR SPECIAL COLLECTION SERVICE

WM's At Your Door Special Collection® service is the best solution for residents to properly manage household hazardous waste, including electronics. As North America's leading environmental solutions company, WM makes it easy for residents to dispose of these items by collecting the materials at their door – safely, easily and responsibly. This solution for home generated special materials (also known as household hazardous waste) includes convenient access to the At Your Door Special Collection® service. This is an easy-to-use service where residents can schedule a collection at any time throughout the year, when it is convenient for them. The At Your Door Special Collection® service features year-round pick up of acceptable materials right from their home.

WM Provides a Customer-Centered Solution - The Resident does not have to leave their home!

Customers can easily reach out to the At Your Door Special Collection® service and schedule a home collection via the web or by phone. Our website, www.wmatyourdoor.com, is accessible 24/7 and our Operations Service Center is available Monday through Friday. Highly trained staff from our Operations Center will process the customer service requests and answer questions. Residents can utilize our website to request service. A service request must include the following information in order to be scheduled - the participant's contact information, address, and an estimated list of the types and quantities of acceptable materials. When the request is scheduled, the participant is provided with a specific date for their home collection.



The At Your Door Special Collection program

WM provides a customer-centered solution for collection of home generated special materials, also referred to as household hazardous waste and electronics. With At Your Door Special Collection, residents do not have to leave their home as they would with a typical collection event – it is on demand, home collection.

A collection kit will be sent to the participant as needed, who is responsible for packaging the materials and placing them out on the designated collection date. The collection kit consists of a plastic bag, tie and an instruction sheet. Collection kits are not required for residents who only have electronics. The instruction sheet provides the specific collection date and directions for how to prepare for the collection appointment. This includes certain packaging requirements and placement of materials on the collection date. Participants collect their items following the appropriate directions. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

On the specific collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home near the front door or garage area, but never on public property, at the curb, street, or alleyway. Participants are not required to be present during the collection. After collection by the Service Technician, eligible materials are transported to our facility where they will be consolidated and shipped to appropriate recycling and processing facilities.

AYD Operations Plan

Every community we operate in is unique, from contract-specified services to local rules and regulations. Therefore, a comprehensive the Village-specific operations plan will be provided prior to the contract start date. Throughout our service term, the Northbrook-specific operations plan will be modified as necessary to comply with changing regulations and/or program procedures.

WM's At Your Door Special Collection® service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials/household hazardous waste residential collection programs that comply with Federal, State and local regulations. This experience is reflected in the thoroughness of our operations plans and allows us to operate safely and efficiently in each community we serve. Our procedures have been reviewed for potential environmental, health and safety implications. This encompasses the compliance requirement for our acceptable and ineligible materials and our in-depth training procedures.

Although an Operations plan is customized for each facility, a WM At Your Door Special Collection® operations plan generally address the following topics:

- Nature, type and quantity of materials collected, including a list of acceptable and excluded material.
- Collection procedures and equipment.
- Planned destination of waste collected including specific third-party processor information and details regarding specific material treatment, recycling and disposal methods.
- Operations staffing and training requirements.
- Methods used to classify and control wastes received both during collection and at our facility.
- Material consolidation and bulking procedures.
- Provisions for inclement weather.
- Record keeping for materials received and shipped for processing or disposal.
- Facility map and evacuation diagram.
- Facility security measures.
- Health and safety procedures.

At Your Door – Recycling Diversion

The goal of WM's At Your Door Special Collection® service is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills. After collection, the materials are brought to our processing facility where they are properly packaged and sent to the appropriate facility for processing.

We aim to select environmentally friendly options as the next step in the lifecycle for these materials. The options for recycling may vary depending upon location but the items that are currently recycled as opposed to disposed include anti-freeze, household batteries, vehicle batteries, latex paint, oil-based paint, compact fluorescent lamps and straight fluorescent tubes, flammable liquids, flammable solids, and consumer electronics.

AYD: Statement of Work

Statement of Work

The following sets forth the description of WMs At Your Door Special Collection® service, which will provide the on-demand year-round residential household hazardous waste collection service for Northbrook residents.

Description of Quality Service

WM's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. WM provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The WM Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by WM personnel.

Customer Service

WM's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-7587 or go to www.wmatyourdoor.com If a resident has a question about a particular item, they are welcome to reach out to the call center or self-service on line. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents.

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service.

Materials

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Flammable & Combustible Materials

- Kerosene
- Solvents

Sharps

- Needles and lancets. Must be placed in a sealed, rigid container. (qualified/permitted areas only)

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door® program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door® service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

AYD Treatment of Materials

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Qualifications

From our Service Technicians to our Operations Service Center Specialists, all team members participate in WM's in-depth and on-going training process. Service Technicians must complete the 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

WM's At Your Door Special Collection service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

AYD Safety

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, WM has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and WM shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by WM to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, WM's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection® is a service of WM. Collection services will be provided by a properly licensed/permitted subsidiary of WM At Your Door® and At Your Door Special Collection® are marks of WM Intellectual Property Holdings, LLC.

7 | REQUESTED CLARIFICATIONS

WM strives to be transparent in our proposals. We understand it is difficult for the Village when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the agreement. As such, enclosed in this section are requested clarifications to the specifications in the RFP for your review and consideration. We welcome the chance to discuss and negotiate these items.

PDF Page #	Section	Description of Exception
5	Section 2 Anticipated Term Award (1.)	Any contract renewal or extension shall be by mutual agreement of the parties.
6	Section 2 Required Weekly Services (2.)	Single Stream Specifications including language regarding contamination attached.
6	Section 2 Required Weekly Services (3.)	Add definition of Bulk Items. Bulk Items means large household items that do not properly fit in the residential dwelling's cart, or bundled or bagged Solid Waste, that does not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (50) pounds, which are attributed to the normal activities of a single residential dwelling. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances, Bulk Items shall not include Unacceptable Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes generated but excluding Unacceptable Waste. Unacceptable Waste means any electronics (e-waste), waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Respondent pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Respondent's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Respondent's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times. White Goods shall mean household appliances such as air conditioners, refrigerators, humidifiers etc. that has had the freon or refrigerant removed by the resident. White Goods do not include Unacceptable Waste.
7	Section 2 Required Weekly Services (5.)	Definition of Multi-family dwelling to be added. Multi-family dwelling means any premises with five (5) or more dwelling units, where such dwelling units receive centralized Solid Waste Collection Services (and not individualized Cart-based Solid Waste Collection Services).

PDF Page #	Section	Description of Exception
7	Section 2 Seasonal/Special Collections (1.)	Respondent takes exception to unlimited yard waste. Yard Waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to unlimited solid waste and recyclable materials for any two one-week holiday periods each year.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to the collection of Holiday Trees and Holiday Greenery with ornaments, tinsel, or lights.
8	Section 2 Required Optional Services (5.)	Respondent takes exception to Emergency Collection Services as noted on page 15 of the RFP. WM will work with the Village to establish Emergency Collection Services.
9	Section 2 Containers (4.)	Respondent takes exception to the obligation to repair or replace damaged, lost, or stolen containers which is not caused by Respondent's negligent acts at no cost to resident.
11	Section 4 Fleet (a.)	Respondent takes exception to including a telephone number on Respondent's vehicles.
11	Section 4 Collection Services (a.)	Respondent takes exception to the obligation to collect the day following a major natural event. Revise the 2nd sentence section a. of Collection Services on page 11 of the RFP as follows: "When a holiday occurs during the week, collection may be shifted by one day following the holiday." Additionally, insert a force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.
12	Section 4 Customer Service (b)	Respondent takes exception to resolving all complaints within 24 hours. Replace 24 hours with "by the end of the next business day".
15	Section 5 Emergency Collection Services (b)	Respondent takes exception to the collection of any and all kinds of waste. Respondent may but not be obligated to provide Community-Wide Emergency Collection because Respondent may also be impacted by the emergency. Respondent reserves the right to charge for the services.

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material collected by Respondent may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Respondent's

property, its personnel or the public or materially impair the strength or the durability of Respondent's structures or equipment.

Respondent may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Respondent for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Respondent's operating or profit margin (“Cost”). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Respondent reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer’s Cost.

*Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Respondent.

Household Hazardous Waste Home Collection

COLLECTION DAY AND DATE: _____

ACCEPTABLE ITEMS (EXAMPLES LISTED)

Aerosols
- Air fresheners
- Hair spray
- Spray paint & adhesives
- Oven cleaner
- Bug spray & sunscreen
- WD-40 & spray lubes

Corrosive Acids
- Muriatic Acid
- Drain Cleaner, De-Clog
- CLR

Corrosive Bases
- Deck & Siding Cleaner
- Drano
- Bleach

Gas Cylinders (max size 12”x36”)
- Fire Extinguishers
- Propane
- Helium
- Freon

Fluorescent Lamps and Bulbs
- HID bulbs
- 4’ & 8’ tubes
- CFLs & incandescent

Lighting Ballasts (disconnected)

Adhesives
- Driveway sealer
- Resins & glues
- Grout

Paint Related Materials
- Enamel (combustible paints)
- Oil Based Paints, Stains
- Lead, Urethane, or Chromium Based Paints
- Shellac, Varnish
- Thinners

Flammable Solvents/Oils
- Torch Fuel

Automotive Chemicals
- Motor Oil & Antifreeze
- Brake & Transmission Fluid
- Fuel System Cleaner
- Gas & Diesel
- Used Oil Filters
- Car Wash & Polish

Fertilizers, Weed Killers, Insecticides
- Solids and Liquids

Batteries (no alkaline)
- Lead Acid
- Lithium
- Nickel Based

Pool Chemicals

Mercury Containing Items
- Switches
- Thermometers

ITEMS NOT ACCEPTED

- Alkaline Batteries
- Ammunition
- Appliances
- Asbestos
- Explosive Material / Fireworks
- Medical Waste / Biological / Sharps
- Combined weight over 70 LBS
- Non-Residential Waste
- Acetylene Cylinders
- MAPP Gases
- Scrap & Trash
- Part A/Part B Foam Cylinders
- Cylinders larger than 12”x36”
- Unknown/Unmarked Items
- Latex & Water based Paints
- Pharmaceuticals
- Radioactive Material
- Electronics
- Smoke Detectors
- Tires
- Containers larger than 5-gallon

To **reschedule**, **cance**l or **inquire on your scheduled household hazardous waste home collection,** call or e-mail **CLEAN HARBORS**, who provides this service on behalf of LRS. Cancellations must be received 3 days prior to the scheduled collection.

PHONE | 866-466-5060 **E-MAIL | LRS@CleanHarbors.com**

HOUSEHOLD HAZARDOUS WASTE
HOME COLLECTION SERVICES
BAG INSTRUCTIONS

SEGREGATE BULBS AND BATTERIES

Place batteries and small bulbs in clear plastic bags, separated by type. Do not mix batteries or bulb types.

Fluorescent bulbs, 4' or longer can be placed out using one of the following methods:

Original packaging, long cardboard box

Bubble wrap and taped in the center

Two garbage bags, taped in the center- covering both ends of the bulb

ENSURE LIQUIDS ARE SEALED

Check to ensure caps are tightly sealed on all containers or bottles. Unsealed liquids will not be accepted. If an item is not clearly identifiable write what the material is on the container.

PLACE IN CLEAR PLASTIC LINER

Place items in provided liner. Try to keep the container upright. Use provided zip tie to close bag.

WHERE TO PLACE OUTSIDE ON SCHEDULED COLLECTION DAY

Place bag near top of walkway, front door, or porch area

***No alley pickups**

Items must be staged outside no later than 6AM on the scheduled day of collection.

Do not leave any household hazardous waste materials at box at the curb or near a public walkway

Fluorescent bulbs prepared for collection should be placed laying down and staged away from walking path or vehicle traffic area.

Special Instructions: Do you have special Instructions on where items will be located for the collection crew? (Example; upstairs apartment, Apt.4, side door or south side rear door)

Please send your name, address and phone number with your special instructions regarding the placement of the materials by email to: LRS@cleanharbors.com..

If you don't have email, or need further assistance regarding this collection, please call Clean Harbors at 866-466-5060. Please let the customer service representative know you have special instructions for your upcoming LRS Household Hazardous Waste Home Collection.

*****70 pound weight limit per home/collection. *****

Community & Sustainability Committee Agenda

Terrace Room
1225 Cedar Lane Northbrook, IL 60062
Wednesday, May 8, 2024

4:00 PM

1. **ROLL CALL**
2. **MINUTES APPROVAL**
   A. May 1, 2024 Meeting Minutes for Approval
3. **PUBLIC COMMENT TIME**

This agenda item is reserved for members of the public who desire to address the Village Board on a topic that is within purview and jurisdiction of the Village Board, but that is not listed in another location on the agenda. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. If your matter is on the "Consent Agenda", please let us know if you would like us to remove that matter so that you can speak about it.
Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. "Public Comment Time" is not a forum for open dialogue or engagement with members of the Village Board. Rather, it is intended as an opportunity for you to make comments to the Village Board. While the Village Board will not immediately respond to public comments at this meeting, or engage in a back and forth discussion during the meeting, please be assured that the Board is actively listening to all comments, thoughts, and suggestions.
All speakers will be limited to a total of three minutes. We request that everyone be respectful, civil, and non-repetitive; and we ask that members of the audience refrain from applauding or making any other comments during or after any speaker. Thank you for your understanding and taking the time to contribute to the success of our community.

4. **DISCUSSION TOPICS**
   A. Continued Discussion Regarding the Next Refuse & Recycling Franchise Agreement
   The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.
5. **REMARKS FOR THE GOOD OF THE ORDER**
6. **CLOSED SESSION**
7. **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 or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

MEMORANDUM

To: Community and Sustainability Committee
From: Village Manager Cara Pavlicek
Date: 2024-05-08
Subject: Continued Discussion Regarding the Next Refuse & Recycling Franchise Agreement

Overview

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.

Fiscal Impact

N/A.

Recommendation

The Committee will be asked to identify a preferred vendor for recommendation to the Village Board.

Background

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021. A Request for Proposals was issued on November 17, 2023 and closed on January 12, 2024. The Village received two qualified bids from Waste Management (WM) and Lakeshore Recycling Services (LRS). The Village Board will be asked, following a recommendation from the Community and Sustainability Committee of the Village Board, to designate a preferred vendor at its May 14, 2024 Regular Meeting in order for staff to undertake negotiations and present a Franchise Agreement at the May 28, 2024 for approval, which would be effective September 1, to ensure timely notification to residents related to rates and services.

Staff first presented to the Committee of the Whole of the Board of Trustees on September 26,

2023 regarding the next refuse & recycling franchise agreement. This meeting was largely for informational purposes and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues. On January 23, 2024, the Community and Sustainability Committee held a discussion regarding the next refuse & recycling franchise agreement. There was discussion regarding sustainability related initiatives and the possibility of a subsidy to encourage composting and/or smooth rates. Staff was asked to follow up on several items and subsequently staff held interviews with both respondents. As a part of the May 1, 2024 Community and Sustainability Committee meeting, staff reviewed the following items including but not limited to:

1. Review of updated bids from Qualified Vendors.
2. Review of bin sizes.
3. Review of opt-out residential composting program (for collection of yard waste and food scraps for composting as part of curbside program) for every resident.
4. Consideration and review of possible subsidy for opt-out composting or rate smoothing.
5. Policy recommendation on subsidy for opt-out composting and possible rate smoothing.
6. Consideration of a recommendation for a preferred vendor.

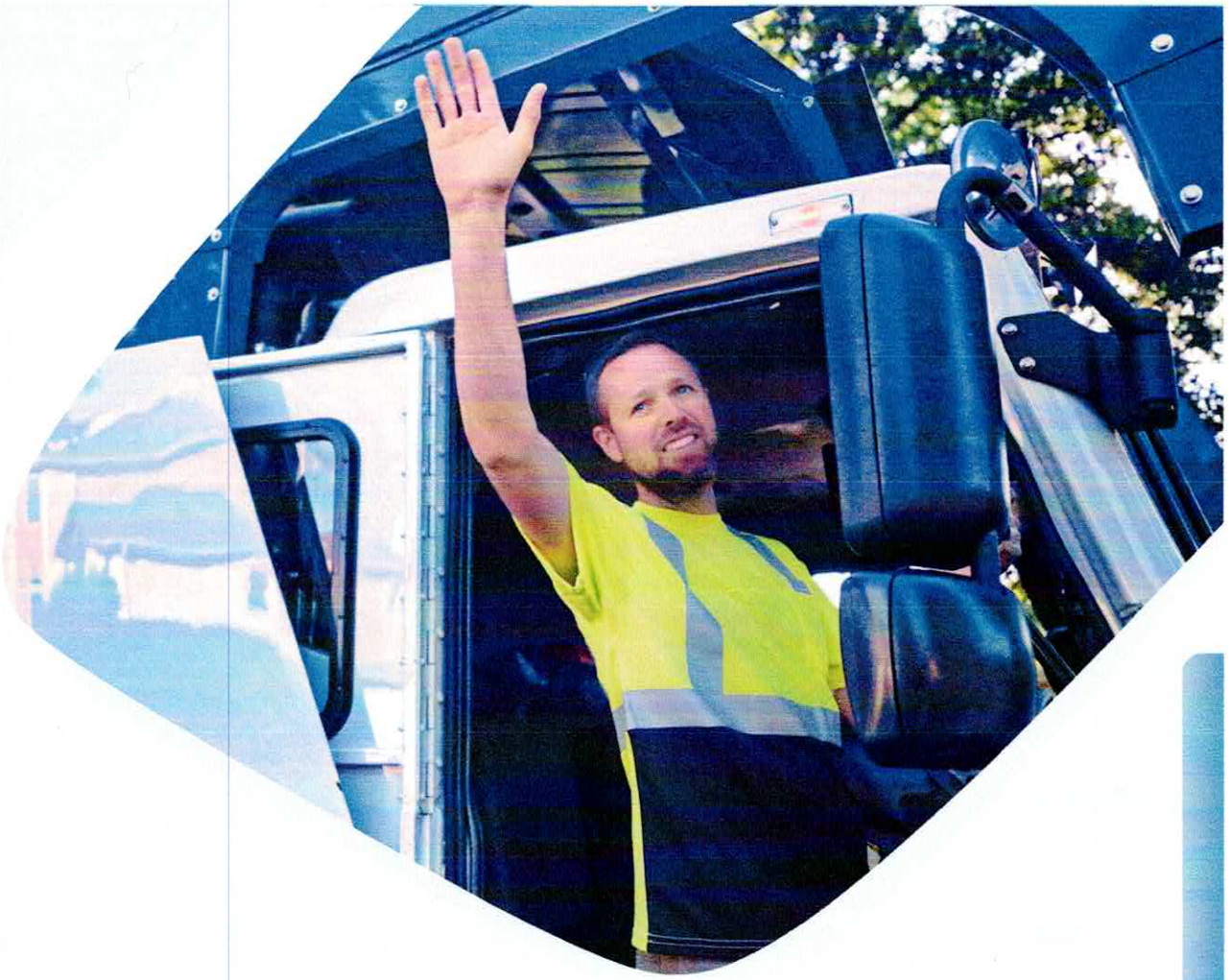
At the May 1, 2024 Community and Sustainability Committee meeting, it was the consensus of the Committee to incorporate an opt-out organics collection program and provide a subsidy to smooth base rate increases for residents that use 35 or 65gal carts. It was also Committee consensus that a subsidy for organics collection should not be pursued. The Committee determined that an additional meeting was needed to better understand implementation and communication plans.

At the May 8, 2024 Community and Sustainability Committee meeting, members will review the implementation process and communications and staff will respond to a series of questions presented at the May 1, 2024 meeting.

Next Steps

Following the recommendation of the Community and Sustainability Committee on a preferred vendor, staff intends to present a preferred vendor at the May 14, 2024 Board of Trustees meeting and begin formal contract negotiations following this selection. At the May 28, 2024 Board of Trustees meeting staff intends to present the negotiated contract to the Village Board for approval.

Exhibit A - LRS Bid
Exhibit B - WM Bid
Exhibit C - LRS HHW Program



VILLAGE OF NORTHBROOK

1225 CEDAR LANE
NORTHBROOK, IL 60062

REFUSE AND RECYCLING PROPOSAL FOR THE VILLAGE OF NORTHBROOK

SUBMITTED BY:

Bill Kenney
5500 Pearl Street
Rosemont, IL 60018

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MISSION STATEMENT

LRS IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE AND VALUE THROUGH RELENTLESS COMMITMENT TO CUSTOMER SATISFACTION AND PRESERVATION OF OUR ENVIRONMENT.

I. PROGRAM OVERVIEW

A. COVER LETTER

January 12, 2024

Mr. Sam Reiss – Management Analyst
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Re: Refuse and Recycling Proposal for the Village of Northbrook

Dear Sam,

On behalf of LRS, I am grateful for this opportunity to provide the Village of Northbrook with a bid for its solid waste, recycling and landscape waste services.

Since our earnest beginnings in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with a service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-are recycling processing facility on the Southside of Chicago, and formally integrated its first electric truck to our fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company. We have been proudly serving municipalities throughout Chicagoland since 2012, and look forward to partnering with Northbrook to bring its residents the same gold-standard in service and quality.

As part of its bid to the Village, LRS will commit to using an all-CNG fleet of trucks by some point in 2025 for its waste and recycling routes. LRS will also be operationg out of its Northbrook facility, at which we have a CNG filling station.

LRS has thoroughly read the Village's RFP, and understands the scope of services the Village has put forth. We look forward to further conversation with the Village, and again, are grateful for this opportunity.

All the best,

Bill Kenney
Municipal Manager
bkenney@lrsrecycles.com

I. PROGRAM OVERVIEW
B. REFERENCES

City of Highland Park
Homes: 9,200
Contract Start: January 2016
Contact: Erin Jason
Phone: 847-926-1004

Village of Deerfield
Homes: 6,600
Contract Start: April 2021
Contact: Andrew Lichterman
Phone: 847-719-7403

City of Wheaton
Homes: 15,000
Contract Start: October 2017
Contact: John Duguay
Phone: 630-473-7086

City of Geneva
Homes: 7,800
Contract Start: July 2018
Contact: Rich Babica
Phone: 630-232-1505

Village of Schaumburg
Homes: 25,000
Contract Start: April 2022
Contact: Megan Buck
Phone: 847-923-6672

City of Des Plaines
Homes: 17,500
Contract Start: March 2021
Contact: Tim Watkins
Phone: 847-391-5468

Village of Western Springs
Homes: 4,500
Contract Start: January 2020
Contact: Elaine Haeske
Phone: 708-246-1800

Village of Elmwood Park
Homes: 7,500
Contract Start: April 2019
Contact: Kim Parrilli
Phone: 708-452-3914

I. PROGRAM OVERVIEW
C. COST PROPOSAL

SERVICE TYPE	BILLING UNIT	MONTHLY RATE
CURBSIDE - 1X / WEEK		
35G	PER MONTH	$24.50
35G SENIOR	PER MONTH	$23.85
65G	PER MONTH	$25.50
65G SENIOR	PER MONTH	$22.95
95G (UNLIMITED)	PER MONTH	$26.50
95G (UNLIMITED SENIOR)	PER MONTH	$23.85
BACKDOOR - 1X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
*BACKDOOR SERVICES FOR WASTE ONLY		
CURBSIDE - 2X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
BACKDOOR - 2X / WEEK		
35G	PER MONTH	ADD: $34.00
35G SENIOR	PER MONTH	ADD: $34.00
65G	PER MONTH	ADD: $34.00
65G SENIOR	PER MONTH	ADD: $34.00
95G (UNLIMITED)	PER MONTH	ADD: $34.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $34.00
OTHER COLLECTION OPTIONS		
BULK ITEM / ELECTRONIC DEVICES COLLECTION	PER ITEM	$30.00 - $50.00
HHW*	PER MONTH	$1.50
WHITE GOODS COLLECTION	PER ITEM	$30.00
EMERGENCY COLLECTION	PER CUBIC YARD	$20.00
REFUSE / WASTE STICKERS	PER STICKER	$3.25
*IF CHOSEN, ALL RESIDENTS WILL PAY		
LANDSCAPE WASTE & ORGANICS COLLECTION		
YARD WASTE STICKERS	PER STICKER	$3.25
SEASONAL SUBSCRIPTION SERVICE (35G CONTAINER)	PER SEASON	$220.00
SEASONAL SUBSCRIPTION SERVICE (95G CONTAINER)	PER SEASON	$220.00
ANCILARY CHARGES		
ADDITIONAL CART(S)	PER MONTH	$5.00
CART EXCHANGE / SWITCH		$30.00

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS



COMPANY EXPERIENCE

LRS is prepared and committed to carrying out all provisions of the Village's RFP. We believe our submission will not only outline our abilities to meet and exceed the Village's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the residents of the Village of Northbrook. LRS drivers will be equipped with extra carts to more safely and efficiently service those residents who have opted to use a 'backdoor' style of service, as well as any additional or unforeseen service requirements.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al). This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.

LRS is the contracted hauler for over 200 municipalities. Several of those with similar make-up and characteristics of the Village of Northbrook. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which complements the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with residents and administrators to come up with tailored promotional programs that will fit the Village's needs and expectations. Northbrook will be no exception to this.

COMPANY INFORMATION

FULL COMPANY NAME:	LRS
ADDRESS:	5500 PEARL ST., ROSEMONT, IL 60018
PHONE NUMBER:	844.NEED.LRS
FAX NUMBER:	773.685.6043
WEBSITE:	LRSRECYCLES.COM

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS

City of Highwood
- Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton
- Residential franchise
- Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park
- Residential & Commercial franchise
- Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield
- Residential & Commercial franchise
- Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie
- Commercial franchise
- Start Date: June, 2012
- Size: 1,800 commercial accounts

Village of Bannockburn
- Residential & Commercial franchise
- Start Date: March 2013
- Size: 225 homes

Village of Riverwoods
- Residential franchise
- Start Date: April 20213
- Size: 1,300 homes

Village of Glencoe
- Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka
- Residential franchise
- Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills
- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg
- Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston
- Commercial franchise
- Start Date: November, 2022
- Size: 2,000 commercial accounts

Chicago Public Schools (CPS)
- Commercial franchise
- Start Date: January 2014
- Size: 660 schools

City of Des Plaines
- Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park
- Residential franchise
- Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood
- Residential franchise
- Start Date: April, 2022
- Size: 6,250 homes

City of Northlake
- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park
- Residential franchise
- Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island
- Residential franchise
- Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs
- Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles
- Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

City of Geneva
- Residential franchise
- Start Date: July, 2018
- Size: 7,800 homes

II. RESPONDENT QUALIFICATIONS
A. ORGANIZATIONAL BACKGROUND

INTRODUCTION TO LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered and laid the foundation for LRS now headquartered in Rosemont, IL. Today, LRS is the largest privately-held waste company in Illinois and the fourth largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout the Midwest, including several state-of-the-art single-stream MRFs, being the first waste company in the country to implement robotics, using artificial intelligence.

LRS has strategically acquired companies and partnered with companies that align with our common core principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.

Over the past ten years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Chicago Metropolitan area. LRS is the honored recipient of many highly regarded awards, including the Illinois Sustainability Award, being the only waste company to receive this award, and more recently, the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, along with a competitive rate structure and flexible capabilities. Many of our municipal partners have recognized an increase in recycling and both cost and waste reductions. LRS offers the following services throughout northern and western Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Commercial & Construction Recycling & Waste Services
- Semi-dump Trailer Services
- Portable Storage Units

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS has read the Village's RFP thoroughly, and understands the parameters for service it has laid forth.

Should the Village award this contract to LRS, the following are areas will be the primary (but not sole) areas of concentration for implementation purposes:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

LRS has implemented more new municipal contracts over the past several years than any other area hauler. In each instance, we have been commended by that particular municipality on the relative ease of transition – not just the Village, but to the resident as well.

Even before the Village has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and with our container/cart supplier and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded the Village's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. However, this is not always the case, so we will also procure information by reaching out directly to the Village's residents by social media, mailers and selected civic centers and retailers that experience high amounts of foot traffic.

Once we have attained the information we need for cart allocation, we will be in nearly daily contact with our cart company and delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

LRS has read the Village's RFP. We understand the Village's needs and expectations.

Before implementation, LRS route managers, municipal managers and customer service managers will meet with key Village contacts to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to Village residents. The route manager will be tasked to head the cart delivery crews and operational teams. He or she will work closely with the municipal manager, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire CS team is current on all facets and details of our new partnership with the Village.

We will keep detailed logs of all calls that come in, and report all activity back to the Village's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager) who will oversee all facets of the Village's contract, and constantly look for ways to improve efficiency and the overall experience for the Village residents.

OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee. John and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes every day and spend several days each week in the Village making sure all services are operating at peak performance. Our operations leads will carefully consider all drivers who are interested in becoming part of our Northbrook team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

ROUTING AND SERVICING

LRS is bidding this work based on a four-day schedule for the sake of efficiency and full utilization of assets and drivers. LRS will ensure that proper outreach is made to all residents to make the transition as seamless as possible.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

CUSTOMER EXPERIENCE

Our office is currently staffed for growth. We have industry veterans in all departments of our company to meet your service support and documentation needs. Our management team will work directly with Village personnel and homeowners to ensure customer satisfaction and compliance.

LRS would provide letters/brochures in advance of a renewal start date which would inlcude input from the Village of Northbrook.

All phone calls and electronic communication will be handled by our Customer Service Center. Our team of professionals will work diligently so that all inquiries, questions or issues are fully resolved within 24-hours. All calls will be tracked and reviewed by a LRS manager on a daily basis.

CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

PROCEDURES FOR HANDLING COMPLAINTS, MISSED PICKUPS AND OTHER CUSTOMER CALLS

Residents may call LRS' Customer Service Center at 773.685.8811. Customers can also submit inquiries through a dedicated link that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, a floor leader or one of our two Municipal Managers will be available to assist. All matters will be responded to and/or handled within 24-hours or next business day. LRS' Municipal Managers will also be available for site visits as needed. A manager will review the issues log daily to ensure all customer needs are resolved appropriately and in a timely manner. A Customer Service Manager will review the call log daily for an abandonment rate below 3% and analyze for ways to improve.

MISSED PICKUPS

Residents can report missed pickups by calling our Customer Service Center at 844.NEED.LRS. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS

ORGANIZATIONAL PLAN

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the Village's contract, and constantly look for ways to improve efficiencies and the overall experience for the Village residents.



OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the Village making sure all services are operating at peak performance. CUSTOMER SUPPORT Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

PRIMARY CONTACT

Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com
773.960.2091
5500 Pearl Street Rosemont, IL 60018

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS



JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



BILL KENNEY: MUNICIPAL MANAGER

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administers at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.



JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the City of Kewanee. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics. Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

III. CUSTOMER SERVICE AND MANAGEMENT
B. TRANSITION AND IMPLEMENTATION PROCESS

LRS averages 7-10 new implementations each year. Having navigated this process so many times over the past ten years has given LRS a deep appreciation for every aspect of service transitions.

Should LRS be fortunate enough to be awarded the Village's residential waste and recycling franchise, it would immediately start the process of procuring drivers, trucks and general assets (carts, containers, et al). It is not uncommon for us to start this process even before being awarded a new contract in the interest of getting ahead of the process should deadlines be tight.

After initial meetings with Village staff and key stakeholders, LRS would begin a process based on the following timelines:

MAY, 2024:
Once awarded the contract, and once key personnel on both sides have had the opportunity to meet, LRS would begin putting marketing and outreach items together. This would include an initial mailer to all residents alerting them of the new services and dates. LRS would also start work on a more exhaustive mailer or 'trifold' that would be of thick-stock cardboard and contain key details and timelines to the new program.

JUNE, 2024:
LRS would open a web portal on our website with intention of enrolling as many residents as possible for their new carts and preferred service. This would be promoted through the aforementioned mailer, as well as LRS and Village websites. LRS would also anticipate having a customer listing through either the Village or the incumbent to work off of. General provisions and service offerings will have been agreed to by the Village at this point.

JULY, 2024:
LRS will have already procured carts with our cart company by way of estimations and will start meeting and discussions with out cart delivery team. Additional meetings with the Village will take place as needed, but communication on all aspects will be a weekly occurrence at this point. LRS will not send out any mailing or communication with Village residents without the explicit approval of key Village personnel.

AUGUST, 2024:
In early August, LRS will take the information it has gleaned from its web portal for cart selection and provide this to our cart company for final procurement. LRS anticipates that carts would be delivered to an agreed upon cart staging area by mid August to then be delivered from that point through the rest of August. At the close of each day, LRS will provide the Village with metrics that show how many carts have been delivered to that point, and how many are left to fill.

SEPTEMBER, 2024:
LRS commences services with the Village of Northbrook!

II. RESPONDENT QUALIFICATIONS
D. CHICAGO METRO MUNICIPAL CONTRACTS

Please see the earlier detailed list of current Chicagoland LRS contracts.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

SERVICE STANDARDS

Since its inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. Our Northbrook team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the Village and its residents are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.

Our operational team will also have a dedicated Northbrook supervisor, who will start assessing the Village in terms of routing and efficiency well before we start services.

UNIQUE RECYCLING CAPABILITIES

As municipalities and residents' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facilities in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly built recycling facility in Northbrook, and February of this year, LRS officially opened our new $55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

EXPERIENCE

LRS knows that the Village and its residents have high expectations and standards for all services and utilities. We will leverage our vast experience and abilities to make sure these standards are exceeded.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

AWARDS

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.

National Association of Environmental Professionals
Be Connected

TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

RECYCLING CERTIFICATION INSTITUTE

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.



The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.

Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in Chicagoland, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.

ORIGINS IN PARTNERSHIP

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

LRS SNAPSHOT: 2022 FOOTPRINT

LRS operates 65 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.

RECYCLING CERTIFICATION INSTITUTE

Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee

Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.
- Revenues: $600,000,000+
- Employees: 2,700+

THINKING GLOBALLY: MACQUARIE INFRASTRUCTURE AND REAL ASSETS: INFRASTRUCTURE'S GREEN GIANT

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO

Carbon footprint reduction starts by accelerating public-private collaboration:

Barging

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO2 and 1.5 million pounds of particulate emissions each year.
Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffry Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Environmental Benefits

- Reduction of 22 million pounds of CO2 emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

Residential Recycling in Chicago

Winning the City of Chicago's official residential recycling partner contract, serving four of six Blue Cart zones. In conjunction with the contract, a new advanced Material Recovery Facility (MRF) is currently under development in Chicago with a go-live time frame of Q4 2022 and an adjoining education center proposed for the site.

The Recycling Partnership

LRS works closely with this forward-thinking organization for plastic recycling grants and increasing access to recycling services throughout Chicago, the surrounding suburbs, and rural communities throughout Illinois.

Generating social Impact

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation's armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations.

LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

Developing the next generation of environmental stewards: Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation's third largest school system. As part of our commitment to support the District's zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

Training and developing a skilled workforce: In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.



Extending a hand up to empower future generations: LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

Mentoring the next generation of innovators at Northern Illinois University's College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION



ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Partnering with Habitat for Humanity through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

Donating resources to combat food insecurity in select communities where cost of living challenges remain prevalent.

Promoting employee wellness at Wellness Fairs each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

Annual fundraising events from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.



ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electronic truck in 2023.



Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year



Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero

III. CUSTOMER SERVICE AND MANAGEMENT

A. PROGRAM EDUCATION

NORTHBROOK PROGRAM BROCHURE

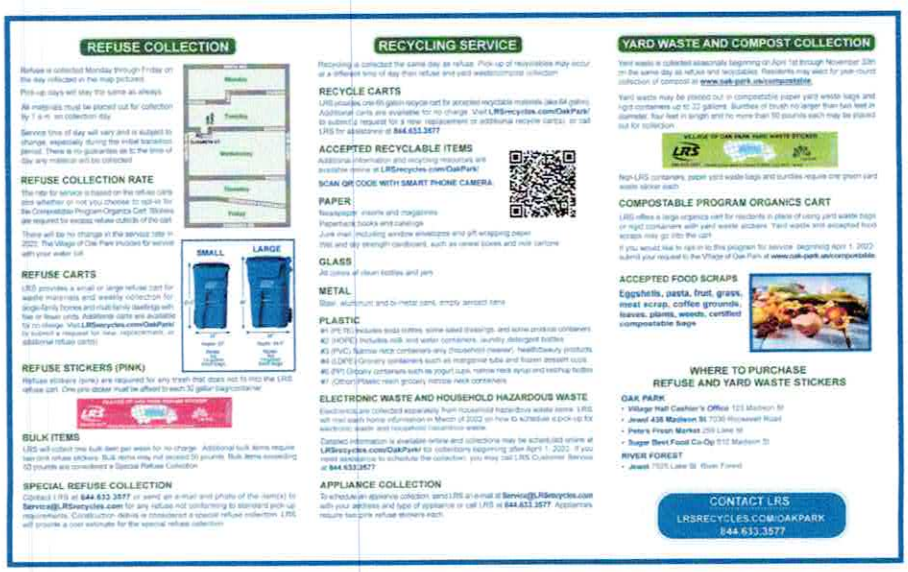
LRS will develop a new Northbrook Program Brochure to be mailed to each household and made available online for download/print and other designated approved locations. The Program Brochure will cover all services. It's a large brochure, allowing adequate space for program details and ensuring residents will know to keep it.

The following is an example of a tri-fold program brochure developed specifically for Oak Park's program:

OUTSIDE



INSIDE



III. CUSTOMER SERVICE AND MANAGEMENT
A. PROGRAM EDUCATION

LRS Website Notification Pop-Up's
LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather-related service issues or postponed services. Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snowstorm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

LRS Facebook Page
LRS provides community-specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers can post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

Email for Customers
LRS has a designated customer service email address with dedicated and seasoned representatives available to promptly respond.

Request a Quote
"Request a Quote" is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.

Improperly Prepared Materials – Sorry Tag
LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection. We take extra steps to communicate with residents to prevent miscommunication or a misunderstanding, by phone call or e-mail, if the customer has provided this contact information. Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.


SORRY
Dear Customer,
DATE _____
LRS LAKESHORE Recycling Systems
LRSrecycles.com | 773.580.8811
Thank You



Recycling Cart Imprint/Sticker
In a coordinated effort with the Illinois Recycling Task Force, we have updated all our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weatherproof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/ print on our website.

DRIVER/STAFF PLAN

LRS has the good fortune of having a team of qualified and experienced drivers to service Village residents. It is a common practice for LRS to interview and hire the best drivers who currently work for a given community's incumbent hauler. LRS would use both approaches to ensure that gold-standard service is provided to residents, and the highest echelons of safety are met.

DEVIATIONS

Deviation One:

Should the cost of diesel fuel exceed $6.25 per gallon, or be reduced to $6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Guage Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Contractor may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The cost, as reported by the AAA, must exceed $6.25 and be verified by the Contractor with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to $0,50 per home / unit for each full $0.10 of incremental increase in fuel costs thereafter. 3) Should the cost of diesel fuel recede back to $6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the resident.

Deviation Two:

In the event there is a change or addition in new local, state or federal rules, ordinances, regulations taxes or government charges that affects the Contractor's cost of providing service, such as a gross receipts tax, sales tax on services other than property taxes, the Contractor may request the reopen the fees set forth in the contract for an impact review of this cost increase. When this cost is verified, the parties may agree to increase the rate for service accordingly, effective on an agree reasonable timeline, by an agree upon amount.

CONCLUSION

In conclusion, while there are many services included in the program we offer Northbrook, we are highlighting some of the most important. We are requesting to meet as we believe it will help the Village understand our team and capabilities given the scope of this program.





VILLAGE OF NORTHBROOK
ILLINOIS

PROPOSAL FOR
Residential Solid Waste Removal Services

DUE
Friday, January 12, 2024, by 4:30 p.m.

SUBMITTED BY
Waste Management of Illinois, Inc.

CONTACT
Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

At WM, we strive to do things differently by empowering our people, and the communities where we live and work, to be more sustainable and resilient.

Waste Management of Illinois, Inc.
230 Sumac Road
Wheeling, IL 60090

a. Cover letter describing how your company will achieve outcomes provided in the scope of services.

January 12, 2023

Village of Northbrook
1562 Independence Court
St. Charles, IL 60174
Attn: Mr. Sam Reiss, Management Analyst

Dear Mr. Reiss:

Waste Management of Illinois, Inc. (WM) is pleased to provide the enclosed proposal response package, outlining our ability and commitment to continue to provide service excellence to the Village of Northbrook, as described in the community's Request for Proposals for Residential Solid Waste Removal Services.

WM wants to first thank you for your business and our partnership. We have extensive experience in the Village and know your unique requirements. Our trusted, long-tenured management and driving team has worked collaboratively with Village staff for years to build and operate a stable and reliable collections infrastructure to meet your community's service needs now and into the future. In addition, we have proven our ability to be flexible and customize our operations to meet your specific service requirements. As a result, the Village of Northbrook knows from experience that you can rely on our company to meet your community's solid waste, recycling, compost, and landscape waste management needs every day, as promised.

We understand that the Village desires to enhance waste reduction, recycling, and composting programs to increase your diversion rate to 50% by 2030. We want to be your future partner to help the Village achieve your waste reduction and recycling goals, which is why we have developed a comprehensive diversion solutions program as part of our proposal, including **an annual $5,000 donation to the Village's Native Plant and Tree Giveaways program**. Section 2 outlines our innovative solutions.

Lastly, we will continue providing the solid waste collection services you and your community expect. With WM, you will have no surprises, worries about potential issues, or upset due to a failed transition with an unknown provider for your community's critical waste management needs. The Village of Northbrook knows you can rely on our company as a flexible partner with industry-leading solutions to help you achieve your goals. Let's **work together for a more sustainable Northbrook**. WM will continue to be:

A **Tested**, **Proven**, and **Trusted** Ally for the Village of Northbrook.

Thank you for the opportunity to participate in this process. Please do not hesitate to contact me with any questions regarding our proposal.

Sincerely,



Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #1

Item #1: Add the following new item under Staffing & Service Level Expectations.

Performance Bond (for selected Respondent's only).

The selected Respondent shall provide either (a) a performance bond from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in the penal sum amount of $1,000,000.00 or (b) a straight irrevocable letter of credit in the amount of $1,000,000.00 from a bank acceptable to the Village.

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #2

Item #2: Modification of Proposed Project Timeline

Proposed Project Timeline.

1. The Project Team's goal is to select a recommended Respondent by March 2024. Staff anticipate placing the contract for Board review and approval in May 2024.

DATE	ACTIVITY
Friday, November 17, 2023	RFP posted for public
Friday, January 12, 2023	Deadline for RFP submissions
January – February 2024	Shortlist Vendor Interviews
March – April 2024	Selection and Negotiations of Contract
May 2024	Seek Village Board approval of contract
August 31, 2024	Current Contract Expires

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

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northbrook | WM

Working Together for a More Sustainable Northbrook

Data contained in this proposal represents the most recently published information for WM's wholly owned operations, unless otherwise indicated.

1 | PROGRAM OVERVIEW

b. Provide references from at least five (5) previous or current municipal clients.

References: Don't Just Take Our Word for It

WM is a trusted environmental solutions partner for customers throughout Illinois. In addition to Northbrook, we provide similar services many of the Village's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Municipality	**Village of Gurnee**
Address	325 N O'Plaine, Gurnee, IL 60031
Contact	Pat Muetz
Phone	(847) 599-7513
Email	patm@village.gurnee.il.us

Municipality	**Village of Lombard**
Address	255 E Wilson, Lombard, IL 60148
Contact	Dave Gorman
Phone	(630) 620-5765
Email	gormand@villageoflombard.org

Municipality	**Village of Wheeling**
Address	77 W Hintz Road, Wheeling, IL 60090
Contact	Christine Bajor
Phone	(847) 279-6903
Email	cbajor@wheelingil.gov

Municipality	**Village of Westmont**
Address	31 W Quincy Street, Westmont, IL 60559
Contact	Spencer Parker
Phone	(630) 981-6200
Email	sparker@westmont.il.gov

Municipality	**Village of Round Lake Beach**
Address	911 Lotus Drive, Round Lake Beach, IL 60073
Contact	Scott Hilts
Phone	(847) 546-8752
Email	shilts@rlbeach.org

c. Provide a cost Proposal for each element of the required weekly, seasonal / per event, and optional services. Include information on how fees should be structured and billed (including optional and base level fees). Cost information may include contract terms and shall identify proposed annual pricing adjustments.

Following is WM's cost proposal. Prices will increase by 5% each year throughout the contract term.

WM's Cost Proposal	
Curbside - 1x/week	
35-gal	$29.86
35-gal (senior discount)	$26.88
65-gal	$31.88
65-gal (senior discount)	$28.72
95-gal	$34.34
95-gal (senior discount)	$30.89
Backdoor - 1x/week	
35-gal	$55.73
35-gal (senior discount)	$50.18
65-gal	$57.77
65-gal (senior discount)	$51.99
95-gal	$59.80
95-gal (senior discount)	$53.82
Curbside - 2x/week	
35-gal	$49.49
35-gal (senior discount)	$44.57
65-gal	$51.52
65-gal (senior discount)	$46.40
95-gal	$53.54
95-gal (senior discount)	$48.23

WM's Cost Proposal	
Backdoor - 2x/week	
35-gal	$70.82
35-gal (senior discount)	$63.73
65-gal	$72.85
65-gal (senior discount)	$65.56
95-gal	$74.84
95-gal (senior discount)	$67.39
Yard Waste	
35-gal	$239.00
95-gal	$278.00
Stickers	$4.14
Extra Container	
Extra container rental	$5.00
Emergency Collections	
Cost of Driver	$125.00
Cost of Truck	$78.00
Cost of Disposal	$75 ton
20-yd Roll Off	$675 per pull up to 4 tons, $75 per ton over the 4th ton

Ancillary Fees

Fee Category	Standard Fee	Notes
Auto-Resume	$55.00	Customer gets current on a late bill and service resumes

Fee Category	Standard Fee	Notes
Resumption of Service (Re-Activation)	$25.00	Customer restarts after suspension or termination of service
Late Payment Charges	2.5% or $5.00	2.5% of the outstanding balance or $5.00, whichever is greater
Late Payment Cost Recovery	$25.00	If WM has to take extraordinary steps to recover debt
Cart Delivery	$40.00	Dropping new or additional cart(s) for the first time
Cart Swap (Exchange)	$40.00	Changing out a dirty cart
Cart Re-Delivery	$40.00	Re-starting service following service termination where the cart was pulled
Extra Cart Rental	$4.00	Monthly charge. Any size. MSW, Recycling, or Yard/Green Waste
Trip charge non-route day	$60.00	Special pick up on a non-scheduled day

d. Describe the Company's process for collecting refuse and recycling for back door service. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

Back Door Service Process

WM will continue to provide back door service as it is successfully done today. Our highly trained and Northbrook experienced drivers know and have every back door service requirement flagged in their onboard computer on their daily routes. When they arrive at a household with a back door service requirement, the driver goes up to the house, carefully takes the cart to the truck, dumps it, and then carefully replaces it near the house in the same location where they found it.

WM's Chicago Area Municipal Customer List

Since we consider our customer lists confidential and proprietary, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Describe the plan for properly staffing each route for each collection type.

As Northbrook's incumbent service provider, WM already has highly trained and fully staffed routes for the Village. As described in this section, we have built your community's highly efficient and accurate routes using our sophisticated routing technology, supported by our onboard technology and back-office dispatch.

Our Route Management Systems: Operational Efficiency at its Finest

With more purchases being made electronically, many of us have started tracking the status of our deliveries online, and for the first time, we have had visibility into the complex logistics behind each shipment. When we are anxious to receive a package, we watch every stop from the point of intake, to transfers at regional distribution centers. Just as we depend on mail carriers to deliver packages on time, the Village depends on WM to collect waste safely, efficiently, and on time.

Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

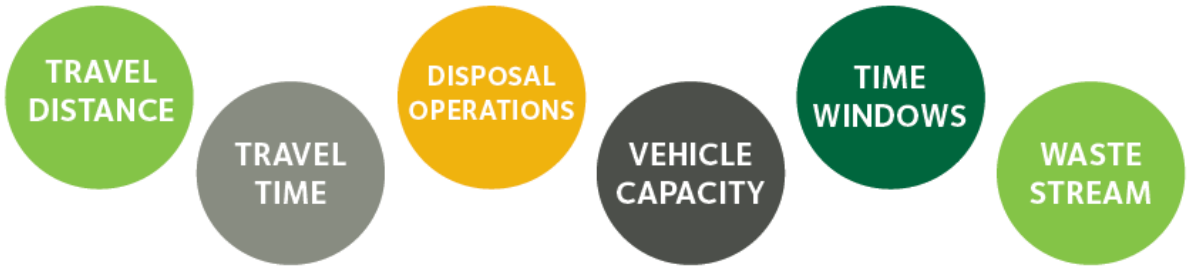
In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit the Village through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- **Environmental Savings:** Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

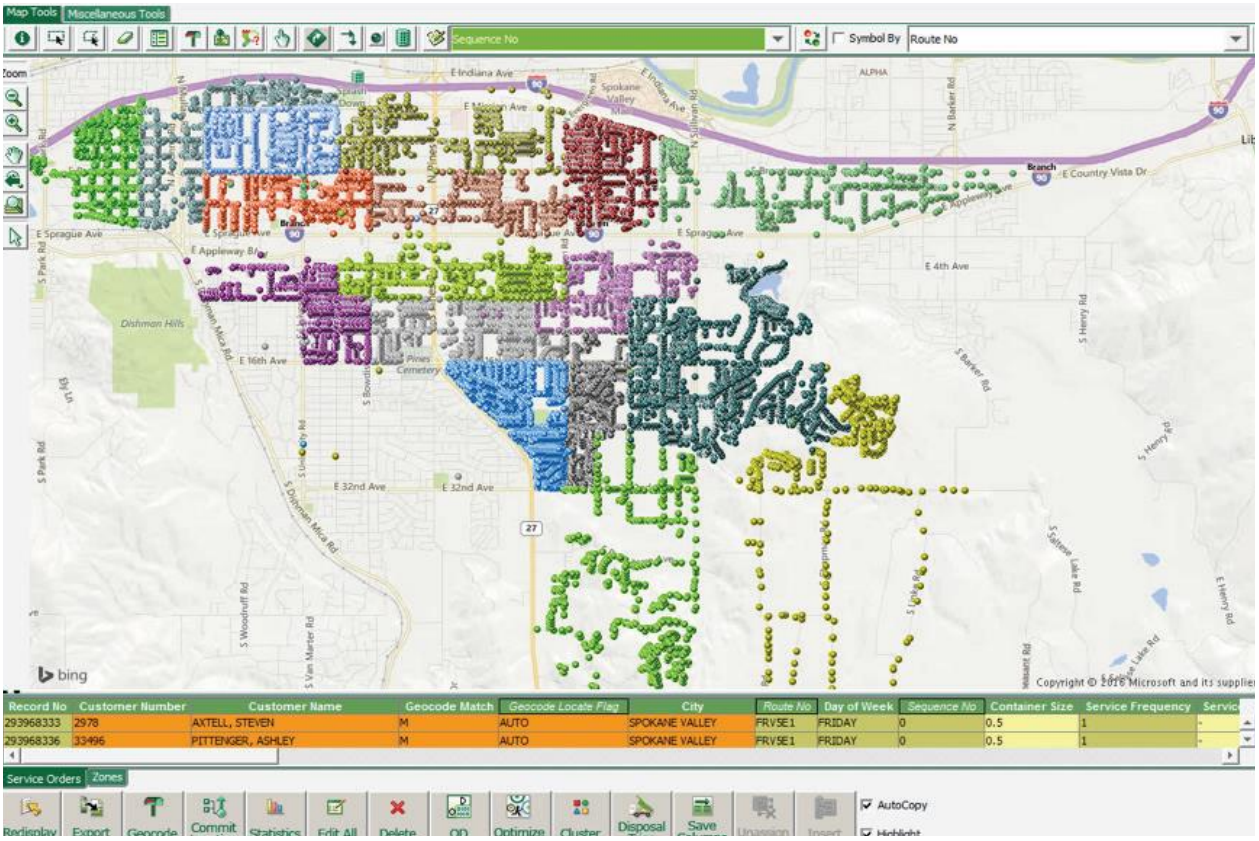
We utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

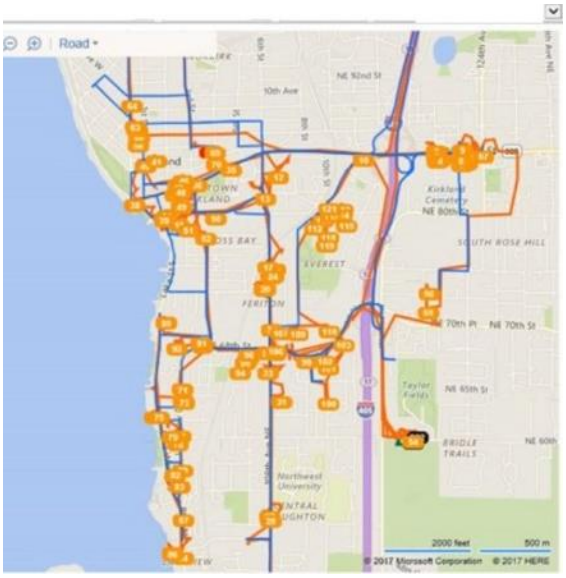


eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Plan vs. Actual Technology: Managing Route Progress in Real Time

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90 percent as designed.

The graphic to the right shows the PvA tracking for an actual route. A route order is typically denoted by blue squares (representing each account on the route). The order in which stops are serviced is denoted by the orange squares (based on when the driver "statuses" the stop, meaning, completed the pick-up).



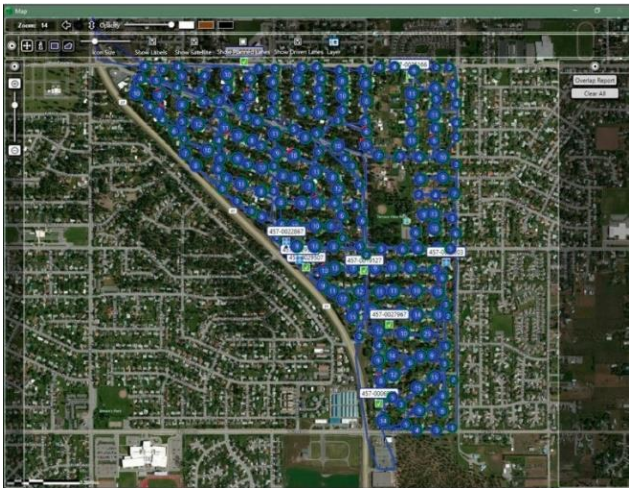
The driver updates the status of each container as it is collected. That route information is shared almost instantly with the customer service center, so when a customer calls, our customer service representatives know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.

Real Time Flexibility for On-Time Collections

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick, and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' tablets. This puts the customer first, allowing us to quickly react to all situations. Additionally, route managers and dispatchers have access to each driver's tablet and can track how many stops are on their route and progress to completion.

While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. By dropping an electronic ticket on the map, the software pinpoints the location of the issue and gives our operations team the tools needed to re-route the work to the nearest truck.

Our drivers will know the Village and they make certain you receive excellent customer service. With the help of our route management technologies, our drivers, route managers, and customer service team work together to meet your service expectations of on-time collections delivered in a safe and efficient manner day-in and day-out.



Screenshot of new stops (white numbers) added to driver's tablet by the route manager.

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCSD application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

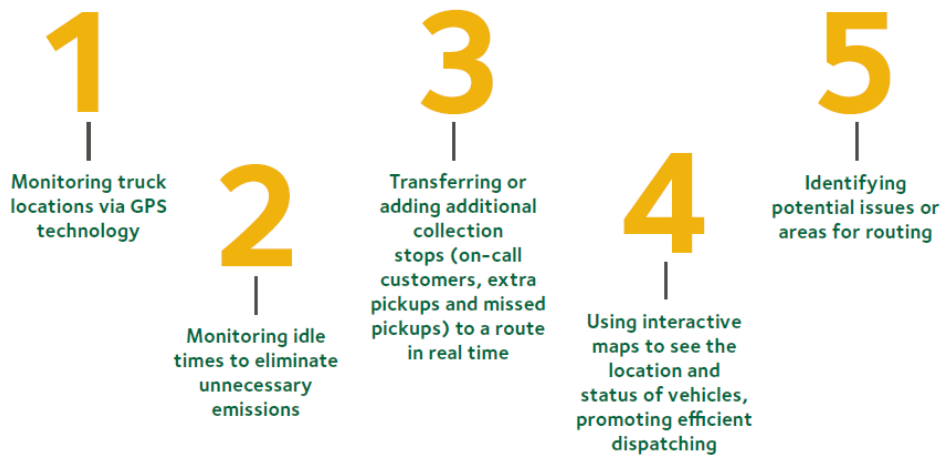
The team's collective goals are straightforward:

- Drive customer service satisfaction
- Streamline communications
- Support operations
- Increase efficiencies

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- "Drag and drop" electronic tickets
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



The combination of onboard technologies investments and computerized dispatch enables WM to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

f. Describe any changes to the existing routing or scheduling of collections.

With WM as your service partner, existing routes and schedules will remain the same, and there will be no confused residents or other frustrations commonly associated with switching to a new provider and rolling out new carts and schedules.

g. Commit to adherence to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

WM is fully committed to adhering to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

Whether you are selecting an architect, landscaper, or recycling MRF design/build/operate partner, business ethics matter. Inquiring about and evaluating potential service providers' ethical standards, policies, and safeguards is a crucial step in vendor selection.

As a service provider of any type or size, long-term success is highly dependent upon establishing and supporting clear ethical standards and strict compliance with applicable laws, regulations, and best practices. Businesses rooted in ethical behavior are more successful, attract and retain the most talented employees, and build trust among their customer base and within the communities they operate.

At WM, our leadership team has established a culture grounded in ethical practices and behaviors. At all levels, our managers guide employees to understand the ethical implications of their day-to-day choices and lead them to decisions that are beneficial to our employees, our customers, and the communities we serve.



For the 14th year, WM was recognized as one of the World's Most Ethical Companies in 2023 by The Ethisphere Institute, the global leader in advancing the standards of ethical business practices.

We credit this recognition to the hard work of our 49,317 employees who elevate WM from a best-in-class environmental services company to a world-class leader.

Regulatory Compliance

Every day, we must foster a culture where employees are empowered to Do the Right Thing, The Right Way. Our distinct culture allows us to operate by the same standard — one that unites us and defines us as a company. Our objectives when it comes to environmental and regulatory compliance are:

Engage employees in creating a culture of compliance and ethics where their daily words and actions reflect our Fundamental Commitments and Core Values

Encourage employees to SPEAK UP by sharing ideas, asking questions, and reporting any issues concerns or violations without the fear of retaliation

Educate employees on how to comply with WM policies and procedures and applicable external laws, rules, and regulations and why it's important to do so

Ensure that employees at all levels of the company proactively comply with WM policies and procedures and applicable external laws, rules, and regulations

We are responsible stewards of the environment and champions for sustainability. There are a variety of federal, state, and local laws and regulations that apply to our business. We have developed processes and tools to achieve a high standard of environmental performance and compliance. These processes and tools have been pulled into one company-wide program that we call WM's Environmental Management System (EMS). The focus of the EMS is integrating environmental functions into the core of our business. It enables us to reduce our environmental impacts and increase our operating efficiency. Every employee should be aware of our EMS.

As a company, we prepare for emergencies by maintaining an Emergency Situations and Evacuation Plan Policy. This policy states management objectives for addressing emergency situations. We also maintain a Crisis Management Plan that identifies the unique risks our sites may encounter. This plan includes reporting and response requirements for specific emergency situations at each of our Company locations.

Best-in-Class Regulatory Compliance with WM's Environmental Management System

Environmental stewardship is the core of our business—our promise to customers, our competitive advantage, and our obligation to the communities in which we operate. How we manage potential environmental impacts and opportunities is a critical element of being a sustainable enterprise. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires unwavering focus, expertise, comprehensive systems and internal checks and balances. Our approach has evolved over decades, with a focus on integrating environmental functions into key management systems.



Our goal for environmental compliance is simple: zero deviations from regulatory standards, and sound environmental practice. The goal of the Environmental Management System (EMS) is to prevent conditions that could result in violations. If conditions that could result in violations occur, corrective and preventive actions are implemented as quickly as possible. We have not yet achieved our goal of zero violations, but we continue to take any departure from regulations, no matter how small, very seriously. Please see https://sustainability.wm.com/esg-hub/environmental/environmental-management for additional details of WM's Environmental Management System.

2 | RESPONDENT QUALIFICATIONS

a. Organizational information including corporate structure, number of years in business providing outlined services, and other relevant information.

A Local Company with National Resources

WM is a local company with hauling operations throughout Illinois. We have provided superior waste and recycling services from our Wheeling Hauling District to the surrounding area for more than 55 years.

Our Wheeling Hauling District will continue to provide the Village with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the Village's expectations for waste and recycling services.

Waste Management of Illinois, Inc.

Waste Management of Illinois, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Delaware in 1968. Our team of professionals will service the Village from our Wheeling Hauling District, which is located at 350 Sumac Road, Wheeling, IL 60090. As always, we invite the Village representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your community.

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 49,317 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-A-Glance (data represents the most recently published information)

People	Operations				
49,317 team members	**254** solid waste landfills	**5** hazardous waste landfills	**497** hauling facilities	**337** transfer facilities	**$31.4B** asset base

Material is Repurposed

97 recycling facilities

41 organics recycling facilities, including WM CORe® sites and composting

14.8 million tons of material recovered

Energy is Renewable

11,307 alternative-fuel vehicles

181 natural gas fueling stations

95 landfill gas-to-electricity facilities

23 direct landfill gas-to-industrial customers

17 renewable natural gas facilities

Communities are Thriving

74 certified wildlife habitat programs

72 pollinator gardens and wildflower meadow projects

291 habitat, species, and education projects "on-the-ground"

13,413 acres actively managed for wildlife preservation

WM is Evolving from Service Provider to Sustainability Partner

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow®.

And we are investing – significantly – in this sustainability strategy. Following are WM's five strategic sustainability growth areas that will continue to shape WM's path to a true sustainability partner.

Sustainability program partner	Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.
Modern landfills and renewable energy	As part of our overarching company goals to reduce climate impact of our operations, by 2026 we expect to see six-fold growth in the amount of renewable natural gas (RNG) produced at WM landfills – growth capable through $825 million in investments in our RNG infrastructure from 2022-25. We also aim to use 100% renewable electricity at facilities we control by 2025.
Recycling infrastructure	We plan to invest $800 million in new and upgraded recycling infrastructure from 2022-25 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. These investments will result in 25% expected growth in tons diverted from landfills from 2022-25.
Integrated organics	Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.
Circular logistics	By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to recycle right, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.

Corporate Structure

Waste Management of Illinois, Inc. is a Delaware corporation; its parent company is Waste Management Holdings, Inc.

WM Way: The Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: **Safety**, **Service**, **Savings**, and **Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - WM Way - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

WM Way is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. WM Way was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by the Village.



WM Way creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The WM Way mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for the Village

Safety is woven into WM Way because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes the Village a safer place to live, work, and play.

Service Results for the Village

WM Way encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: “Leave it better than you found it.” It is a win-win for the Village and WM.

Savings Results for the Village

WM Way helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

WM Way has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for the Village. Through WM Way we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

WM Way Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize WM Way as our proprietary best practices management tool. If an issue does arise, our WM Way management procedures are:

Service Metric	WM Way Procedure	WM Way Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of WM Way, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to the Village as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and

Service Metric	WM Way Procedure	WM Way Value
	based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

WM Way Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, but it is also then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for the Village.

WM is Driving Toward a Zero Emissions Fleet

At WM, we have a long history of reducing our GHG emissions footprint and helping our customers reduce theirs. The services we provide decrease and avoid three times more GHG emissions than we generate in our operations, and we aim to reduce and avoid four times the GHG emissions we generate through our operations by 2038.



Within this overarching climate goal of reducing our GHG emissions, WM aims to achieve a fleet made up of 70% alternative fuel vehicles, of which 50% are fueled with renewable natural gas (RNG), by 2025.

WM operates the largest heavy-duty natural gas truck fleet of its kind in North America. 57% of our 18,545 collection vehicles run on clean natural gas. Since 2010, WM has reduced fleet emissions by 38%.

Alternative fuel vehicles, utilizing RNG or compressed natural gas (CNG) as fuel over diesel, produce fewer undesirable gases than fossil fuels, resulting in improved air quality emissions. Our natural gas trucks emit reduce NOx emissions by as much as 97%, diesel particulate matter by as much as 94%, and carbon dioxide equivalent emissions by as much as 80%.

Cleaner and quieter collections: WM is proud to service the Village with vehicles that run on compressed natural gas (CNG).

In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. Natural gas engines run much quieter than diesel trucks – many customers have commented that they cannot even hear the trucks coming down the street.

The Curotto-Can Automated System: Quicker, More Efficient Service

Northbrook collection trucks are equipped with the Curotto-Can Automated System, which has the fastest load time of any automated system on the market and delivers a proven 25 to 30% productivity advantage over automated side loaders. Utilizing the Curotto-Can with our front load trucks, we can service our stops quicker and more efficiently. Spending less time on your streets performing collection means safer service, quieter neighborhoods, and less wear and tear on your streets.



A WM truck equipped with the Curotto-Can system.

A key factor in providing efficient service to your community is how long a truck is stopped for service. The longer the loading cycle, the lower the productivity. With a front loader equipped with a Curotto-Can automated carry can, stop time (as measured from wheel stop to wheel go) is four to five seconds as compared to 12 to 18 seconds for an automated side loader. The Curotto-Can is the only automated system that provides an “eyes-forward” working environment and results in improved operator and public safety. Because the arm is forward of the cab and steer axle, it behaves like a boom. This unique feature enables the Curotto-Can to easily move around parked cars and cul-de-sacs – up to 20% faster in an independent comparison. Eyes-forward collection improves driver awareness and focus, reducing the chance of personal property damage to mailboxes, etc., and general public injury due to potential driver error. Better maneuverability means fewer backing events resulting in improved productivity and enhanced safety for the Village.

Key Benefits of the Curotto-Can Automated System	
✓ Fastest load time available – 4 to 5 seconds from wheel stop to wheel go	✓ 20% greater fuel efficiency due to less packing and idling
✓ Load bulk material with easier access to container	✓ Navigate cul-de-sacs up to 25% faster
✓ Eyes-forward operation enhances safety	✓ Low 108” cart dump height for safe operation well below typical overhead obstructions (wires, trees)

The Curotto-Can system also mitigates damage to carts. It dumps carts lower and with a smooth action, which means fewer damaged lids, wheels, and axles. The unique gripper design means that no metal contacts the cart while gently applying pressure to the cart body, resulting in extended cart life. Additionally, the Curotto-Can allows our drivers to see the material before it is packed, which means we can stop contamination in any stream at its source – the curb. Identifying and safely removing contamination while recording violations cleans waste streams. Collecting clean material is a major cost avoidance and mitigates the risk of culling, handling, and disposing of contamination.

b. One-Page overview of how the firm will meet minimum service requirements.

WM will meet all of the Village's requirements with service excellence as outlined on this page.

Billing

As requested, WM will manage the collection of all rates and bill customers directly for services.

Required Weekly Services

WM will provide curbside weekly collection of refuse, recycling materials, and bulk items.

White goods (a minimum of two free <50 lb. bulk items per week) and up to one cubic yard of construction and demolition debris, all as part of each residence's weekly collection stop.

Please see Section 7 for WM's list of recyclable materials to be accepted.

Additionally, WM will collect, transport, process, or dispose of all refuse, yard waste, compost, and recyclables from the locations listed in Attachment A of the RFP, along with twice-a-week service of the Village's trash and recycling receptacles in the Central Business Area.

Seasonal/Special Collections

In addition to weekly service, WM will provide seasonal and special collections for customers. Residents can choose from subscription yard waste collection in carts or six paper yard waste bags per week. If they prefer, they can also purchase stickers to place on paper yard waste bags for special yard waste collections. Yard waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

WM will provide refuse, recycling, and compost service for Village special events as requested.

To provide the Village with the most convenient and sustainable electronic waste and household hazardous waste collection available, WM will provide our At Your Door on-call curbside collection of these items for every residence in Northbrook. Please see Section 6 for details.

WM will provide emergency collections. Please See Section 4 for details.

Required Optional Services Billed Directly to Customers

WM will provide rear door service, second weekly refuse pick-up, second weekly recycling pick-up, and yard waste subscription service as described above and outlined in our cost proposal in Section 1.

Optional Services Billed Directly to Customers

As described above, WM will offer our innovative and highly sustainable At Your Door on-call curbside collection of electronics and household hazardous waste, included in our base charges for trash collection. Please see Section 6 for details.

Containers

WM will provide and repair/replace 96-, 64-, and 35-gallon toters for refuse and recycling. Additional containers will be available upon request. Please see Section 5 for details.

c. One-Page overview of staff including project manager, customer service staff, and field supervisors should be included.

Introducing WM's Village of Northbrook Service Team

Michael Brink | Municipal Marketing Manager | 30 years' experience



Mike will continue to serve the Village by overseeing WM's implementation of the new agreement. He will make sure all your needs and expectations are met. Mike will continue to oversee support and contribution activities to cultivate partnerships through participation in causes and events. Mike will oversee the efforts of WM's team to verify that obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. Mike will oversee all aspects of this agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.

Chris Haraf | District Manager | (708) 473-1652 | charaf1@wm.com



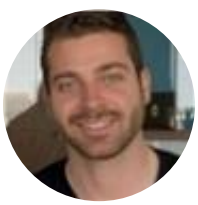
As District Manager, Chris oversees the day-to-day operations of our Wheeling Hauling District, including oversight of the 120 employees that are responsible for the collection of garbage, recycling, and yard waste from over 45,000 customers. Chris provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. He is responsible for the District's overall service and budget performance. Chris will continue to interact with Village staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, he will oversee the completion of all operational tasks.

Kelly Collins | Operations Manager | (847) 815-3264 | kcollin2@wm.com



Kelly is the Operations Manager for the Wheeling Hauling District. In this position, Kelly oversees daily collection services, drivers, and operational performance. She manages District personnel needs, including selection, coaching, and training drivers. Kelly is also responsible for equipment utilization and managing all equipment needs, including cart and container inventory. Kelly will manage the operational implementation and ongoing quality of all Village collection programs and services, and oversee ongoing staffing, and equipment needs. She will work with Village staff and our operations team to address special service requests or resolve unique customer requests or concerns (e.g., special event collections, scheduling needs, etc.).

Paul Lewandowski | Route Manager | the Village's Dedicated Field Supervisor | plewando@wm.com



Paul is the Village's Route Manager. With four years' experience with WM, he will be the Village's dedicated field supervisor that provides on-site management including directing route drivers and resolving customer issues in the field. Paul oversees daily residential collection services, drivers, specialty services, special projects, and operational performance at the District. He also helps to facilitate personnel needs, including the coaching and training of drivers for all lines of business. The drivers who are responsible for container delivery and cart operation report directly to him. Paul will assist in the management of the day-to-day operations of all Village collection programs and services. He will continue to work with Village staff to confirm that any special requests or concerns are addressed appropriately and timely.

Our Drivers - The Backbone of Our Daily Operations



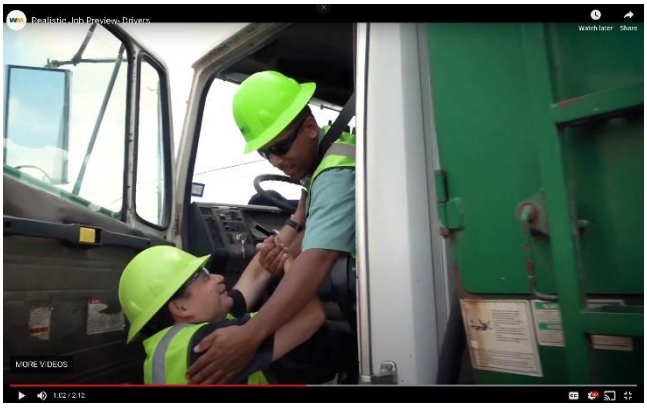
At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers is the backbone of our daily operations and is dedicated to providing the Village with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.

d. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

As noted in our response to requirement "d." in Section 1, we consider our customer lists confidential and proprietary. Therefore, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Proven experience in residential waste hauling experience in similar communities.

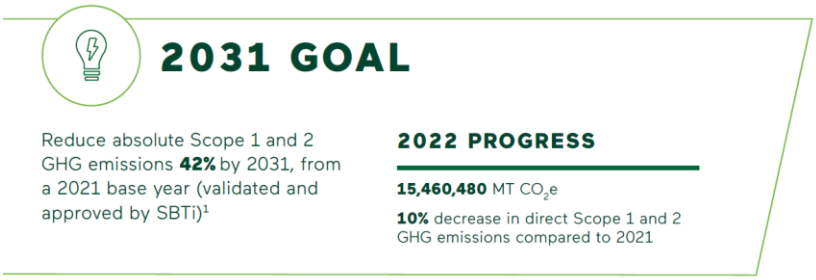
Please see our response to requirement "b." in Section 1 for proof of our extensive experience and stellar service record of residential waste hauling in similar communities.

f. Must possess a thorough understanding of the intersection between waste collection and climate change and demonstrate a sincere interest in collaborating with the Village of Northbrook and its residents to divert waste from landfills.

Climate change is a global challenge that faces our society and businesses. From extreme weather events to shifting seasons, impacts from climate change are offering an opportunity to rethink and reshape our economy. WM is taking a leading role in transitioning to a low-carbon future by setting ambitious, science-based targets to reduce our greenhouse gas (GHG) emissions — and progressing towards those targets with actionable emissions reduction plans — and enabling solutions for others to reduce their emissions.

Our services like recycling and renewable energy generation allow customers to reduce their own carbon footprint. We see opportunity in this challenge and are investing to support our customers across industries to unlock emissions reductions across the value chain.

We set a goal to reduce our absolute Scope 1 and 2 GHG emissions by 42%, from a 2021 baseline, by 2031. In 2022, we reduced our direct Scope 1 and 2 GHG emissions by 10% over a 2021 baseline and our Scope 3 emissions due to emission factor updates. We achieved this through continuing to increase landfill gas capture and utilized 45% of this gas for beneficial use in 2022. We have also validated our target with SBTi, a third-party organization that assesses and verifies targets are in alignment with climate science.



Working Together for a More Sustainable Northbrook

As demonstrated above in our commitment to reducing GHG in all our operations, WM has a thorough understanding of the intersection between waste collection and climate change and we have a sincere interest in bringing our best practices to Northbrook to collaborate with your staff and community to help you achieve your goal of reaching 50% diversion by 2023. In addition, our aim is to provide programs and tactics that set the groundwork for any

future climate change initiatives the Village chooses to pursue so they can be easily implemented, and you can see results quickly. As part of our commitment WM proposes the following to help support the Village's climate action strategies in Northbrook:

Northbrook's Climate Action Plan Waste Management Strategies and WM's Collaborative Recommendations

The Village outlined six sustainability items for solid waste reduction on page 10 the RFP which we have outlined below in green with our recommendations. Additionally, we reviewed your Climate Action Plan and believe we may be able to assist with additional strategy points, which are outlined below in black.

Northbrook Strategy WM 2 | Increase landfill waste diversion to 50% by 2030.

WM 2-1	**Conduct a waste audit to determine waste diversion opportunities.**
WM Recommendation	*WM can assist the Village by conducting regular audits of your residential recyclables to determine waste diversion opportunities.*
WM 2-2	**Establish a zero waste Village event policy making zero waste office operations and events standard.**
WM Recommendation	*WM has extensive experience in executing highly successful zero waste events, including the WM Phoenix Open, https://wmphoenixopen.com/sustainability/. We can bring the best practices we've learned from the zero waste events we've successfully executed over many years to Northbrook to help you develop your zero waste events strategic plan.*
WM 2-6	**Restructure solid waste rates to incentivize smaller landfill bins and quantities and larger recycling and compost bins.**
WM Recommendation	*WM's proposed rates included in Section 5 of this proposal include a "pay as you throw" type graduated rate structure that incentives smaller garbage carts and larger recycling and compost carts to help encourage recycling and discourage disposal. Additionally, as detailed in Section 6, WM has included our At Your Door electronic and hazardous waste residential on-call collection program in the Village's base rate so it will be available to all residents.*
WM 2-7	**Establish a waste ordinance, requiring all residential, multi-family residential, and commercial property owners to offer recycling and compost collection services.**
WM Recommendation	*WM is able and willing to provide mandatory year-round residential compost collection if the Village so desires to help support an ordinance that would require compost service.*

Northbrook Strategy WM 3 | Increase organics diversion from landfill.

WM 3-3	**Establish a communication campaign to promote and increase the utilization of curbside compost collection program to all residential properties for yard waste, food waste, and certified compostable products.**
WM Recommendation	*WM will work collaboratively with Village staff to expand our current Recycle Right public education and outreach efforts to include compost collection. Additionally, to further increase organics diversion from landfill, WM recommends and will support year-round residential compost collection.*
WM 3-4	**Collaborate with residential and commercial organics haulers to establish organics diversion programs for residential and commercial buildings.**
WM Recommendation	*As stated in our recommendation for WM 2-7, WM is able and willing to provide year-round residential compost collection to help support the Village's climate action initiatives.*

Northbrook Strategy WM 4 **| Increase recycling rate.**

WM 4-1	**Increase waste diversion opportunities by increasing recycling and organics collection in public places.**
WM Recommendation	*WM is prepared and will provide collection and carts, if needed, for expanded recycling and organics collection in the Central Business Area.*
WM 4-2	**Develop and fund and assistance program for businesses to provide waste audit services, support businesses in establishing tracking and reporting waste streams, identify reduction, diversion, and beneficial use opportunities.**
WM Recommendation	*WM can assist area businesses in providing waste audit services, support businesses in establishing tracking and reporting waste streams, and identify reduction, diversion, and beneficial use opportunities.*
WM 4-3	**Develop program to recycle single-use Styrofoam items.**
WM Recommendation	*WM's materials marketing team is the best industry. They successfully manage and market approximately 15 million tons annually of materials for reuse. They can provide valuable information, guidance, and resources regarding new recycling program implementation.*

Northbrook Strategy WM 5 | Educate, engage, and empower the public to meet waste management goals.

WM 5-2	**Educate the community on waste management strategies.**
WM Recommendation	*WM will educate Northbrook residents using our innovative and highly effective Smart Truck® technology, which provides targeted feedback based on customers' set-out behaviors. This has proven to be the most beneficial type of public education because it is immediate and custom to the individual's behaviors. It uses our Recycle Right suite of education materials to educate residents. See later in this section for details. Additionally, WM will partner with the Village to develop and deploy a robust, proactive Recycle Right education campaign to help Northbrook residents increase recycling and decrease contamination. See later in this section for details.*
WM 5-3	**Support collaborative consumption community projects, such as compost projects, tool libraries, and repair cafes through mini-grant programs.**
WM Recommendation	*To assist with the Village's mini-grants to support compost projects in your community, **WM will donate $5,000 annually to the Village's Native Plant and Tree Giveaways program**. Additionally, WM would like to offer the Village the option to go twice a year to pick up a dump truck load of compost from our Willow Ranch Composting Facility to support the Village's Native Plant and Tree Giveaways, Grown Northbrook Demonstration Organic Garden, and/or other community compost needs.*
WM 5-5	**Encourage Northbrook residents to participate in organics collection through creation of "Include the Food" education campaign.**
WM Recommendation	*WM will promote the Village's "Include the Food" messaging in all of our outreach and education materials.*

Additional sustainability priorities noted in the RFP:

Additional priority	**Evaluate the benefits of offering an opt-out compost program verses the current opt-in program.**
WM Recommendation	*If the Village decides to make policy changes regarding opt-in/opt-out composting programs. We will work with the Village to implement any services you see fit.*
Additional priority	**Offer additional bins sizes to residents possibly including 12, 20, and 45 (which would be additional to the current 35-, 64-, and 96-gallon options).**
WM Recommendation	*Due to operational concerns, WM cannot offer 12-, 20-, or 45-gallon containers. However, our vast experience throughout the U.S. and Canada has found that the most successful high-diversion communities generally offer 35-, 64-, and 96-gallon cart size options, the same as WM provides today.*

WM Smart Truck® Technology: Smart Solutions to Monitor and Reduce Contamination through Targeted Education



Our proprietary WM Smart Truck technology captures video and photo of every collection.

WM is always working for a sustainable tomorrow. The latest in these efforts is our WM Smart Truck technology program, which pairs innovative onboard systems with strategic, targeted education to influence waste-related behaviors, making residential collection in Northbrook smarter, safer, and more efficient.

At its essence, WM Smart Truck technology consists of cameras and sensors mounted on our collection vehicles that create a record of collection events and the contents of collected containers. Data captured - including vehicle location and photo and video documentation of service - then drives a targeted education strategy to reduce recycling contamination and container overages while also improving the customer experience through service verification notification.

WM Smart Truck technology on your streets means a cleaner, greener, safer Northbrook with more power and efficiency in every pickup.

The Benefits and Value of WM Smart Truck® Technology

CUSTOMER SERVICE INNOVATION: WM Smart Truck technology documents every collection stop and shares that data – including real-time positive service verification and documentation of any collection issues – with customers through the notification channel of their choosing. This allows for a more open and transparent relationship with customers with consistent and direct communication.

COMMUNITY HEALTH AND SAFETY: WM Smart Truck technology protects community aesthetics as camera monitoring allows us to proactively identify containers that are overflowing and cause unsightly litter and odors. It is safer by automating processes that keep our drivers in the cab so they can focus on operating their collection vehicle and monitoring their surroundings, decreasing injury risk as drivers are not exposed to traffic and avoid lifting containers manually.

TARGETED EDUCATION AND OUTREACH: WM Smart Truck technology improves waste-related decision-making with a focused, tailored education program in response to documented issues, such as contamination or overages. Direct notification with customized education messaging makes for a more personal connection with the customer and increases the likelihood they will take real action and change behavior, improving diversion from landfills, and right sizing their trash services.

RATE STABILIZATION: WM Smart Truck technology allows us to identify what residents put at the curb, confirming that customers are subscribed to the appropriate service levels based on their waste generation. After an initial 60-day education and outreach campaign to launch the program, customers who continually overfill containers or place contamination in recycling or organics carts are subject to a charge on their third offense after two warnings. Customers who continually overfill containers or place contamination in recycling or organics carts are subject to either a charge on their third offense after two warnings or the ability for WM and/or the Village to upsize the customer's container to the needed curbside capacity. WM is open to both behavior

change mechanisms. However, we prefer adding the curbside capacity to match waste generation and diversion capability needs.

A Targeted Education Strategy

Key to the WM Smart Truck program is pairing innovative onboard systems with a strategic, targeted education program. To shape waste-related decision-making and effect actual change, we must create a personal connection with the customer (custom messaging) while providing real data and feedback (photos/video that are made available on their online accounts) and clear education to follow. These efforts increase the likelihood that residents take real action.



Reducing Contamination for Cleaner Recycling Streams

Contamination can ruin entire loads of recyclable materials and causes extreme problems at recycling facilities, including safety issues such as fires from hazardous materials (batteries) or tangling (plastic bags) in sorters that must be manually cut out - a dangerous task for facility workers. With WM Smart Truck technology, contamination enforcement and education are made easy with:

One in four items that consumers place in recycling containers is not recyclable.

- A standardized review process with checks and balances to identify contamination at the curb
- Account-specific photos that allow us to educate customers about contamination and recycling right
- Ability to identify top contaminants by route to target outreach in your community

HOW WM SMART TRUCK® TECHNOLOGY TARGETS CONTAMINATION				
1	2	3	4	5
A list of non-acceptable materials in recyclables specific to your community is developed	Artificial Intelligence (AI) is used to identify contamination	A dedicated team of trained technicians confirms findings	Notification is sent to customer via email (includes video of incident)	Commercial customers receive a contamination charge as applicable per the contract (after initial 60-day education campaign)

Stopping Overages Helps Keep Your Community Clean and Safe

Overages from containers cause unsightly litter and odors, clog storm drains, and can attract pests and other vectors. WM Smart Truck technology can provide outreach to customers to prompt right-size adjustments that prevent overages and keep your community clean and safe.

HOW WM SMART TRUCK® TECHNOLOGY TARGETS OVERAGES				
1	2	3	4	5
AI is utilized to identify overloaded containers	A dedicated team of trained technicians confirms if container lid is lifted due to overage	After initial 60-day education campaign in your community, customer receives overage charge	Notification is sent to customer via email or text (includes photo of incident)	Commercial customers charged for confirmed overage according to the contract

Customers can be notified of any service issues via email within 24 to 36 hours of service.

QUALITY CONTROL MEASURES	
How can you tell if a cart is contaminated?	Mounted cameras record service Every collection is reviewed and tied through GPS to a specific service address
What happens when a service issue is detected?	AI is used to identify overfilled containers, contamination, damaged containers, graffiti, recorded service levels, and more Any identified contamination is verified by our team of technicians
What quality control is in place to ensure accuracy?	Our dedicated team of technicians are trained to carefully identify service issues and contamination We have standard protocols for assessing every situation with built-in checks and balances to ensure accuracy

PRIVACY AND PROTECTING CUSTOMER DATA	
Is this the first-time cameras have been used on WM collection trucks?	No. WM has used cameras on trucks for almost 10 years. We use mounted cameras to improve safety by assisting our drivers with rear and side-view perspectives, and documenting driving incidents.
What about privacy?	WM will never share the images or customer information with third parties for marketing or data mining. The photographs or videos are only used to educate and inform customers to improve collection service, recycling, and diverting materials away from the landfills.

WM Smart Truck® Technology Outreach Campaign Raises Program Awareness, Sets Expectations

The WM Smart Truck technology program begins with a 60-day intensive outreach and education campaign focused on raising awareness of the WM Smart Truck technology program in your community. This period will set clear expectations and minimize any surprises to customers while setting a foundation for the program.

PROPOSED ROLLOUT: FUNDAMENTAL TO BEHAVIOR CHANGE AND SUCCESS		
60-Day Education Period	**Evaluation Period**	**Go Live**
• Program introduced to customers via postcard/email • Additional education: social media, municipal and WM websites, press releases, etc. • Customers guided to wm.com/mywm to enable digital communications • Commercial customers with contamination and/or overages are warned and advised they may be charged following the education period should the Village agree to such charges	• WM to send key data collected during education period, including # of overage and contamination notices sent • Identify customers with multiple incidents (may require additional education) • Develop a plan to go live with enforcement charges	• Commercial customers with contamination and/or overages will receive electronic notifications of charges and will see them on their next WM invoice should the Village agree to such charges • Continued education provided to customers on how to prevent overages and recycle right, including social media ads, newsletter articles, and more

Suite of Education and Outreach Communication Materials

Following are samples of the WM Smart Truck program's education and outreach communication materials.

Always Working For A Sustainable Tomorrow®

Less materials in landfills and litter on your street. More information in your inbox. The WM Smart Truck™ program is designed to create cleaner, safer communities while giving you more visibility into your service than ever before.



Stay Clear Of Charges

After a brief educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.

Here's how to pave the way for this change:

1. Visit **wm.com/mywm** to create an account and opt in to notifications. **After one initial warning, all further notifications will be sent digitally.**
2. Take care of your waste and recycling the right way – waste less by reusing, donating and recycling right to prevent contamination.
3. **Need to add a cart?** Let's find a better fit together – call **%number%** to explore your options.

Tips For Smart Tossing

Keep A Lid On Overages
All materials must fit in your cart, and the lid must be fully closed.

Recycle Right

WM Smart Truck℠ Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart Truck℠ program gives you the notifications and insights you need to make it all possible.

How It Works

1. **Your Materials**
With the help of mounted cameras, WM Smart Truck℠ technology captures footage of containers as they are collected during service.



2. **Your Service**
A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.



3. **Your Notifications**
If a cart associated with your address is overloaded or non-acceptable material is found, we'll send you a notification. Log in to **My WM** to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.

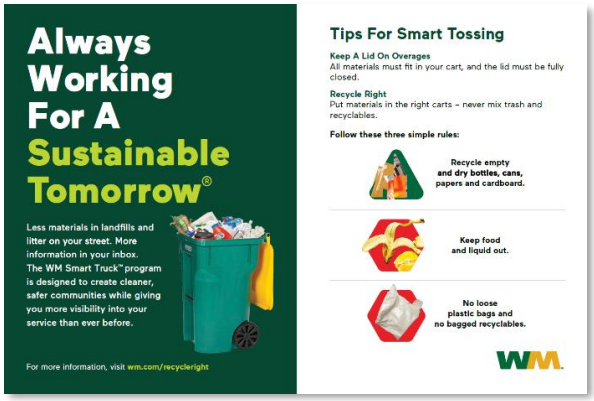


Do More with My WM
Visit **https://www.wm.com/us/en/user/register** or scan the QR code to sign up for an account.



Social Media Resources





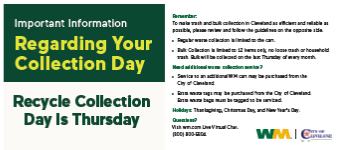
Postcard

Recycle Right Campaign

In collaboration with Village staff, WM is excited to offer our Recycle Right suite of education materials to develop a robust diversion and contamination reduction campaign for Northbrook. Possible outreach efforts can include:

Bill Insert

WM can include bill inserts to reinforce the rules of recycling and encourage diversion in Northbrook.



Community Website

Recycling service information will be provided on Northbrook's WM community website, including the information packet, service calendar, a list of acceptable recyclables, and a link to WM's Recycle Right website.



Social Media Content

WM can provide post ready social media content for Northbrook to post on your social media channels.



Information Packet

Around the service start date, WM will mail residents a welcome packet and include information about the valuable services WM will provide as part of the new agreement.



Community Events

WM will participate in Northbrook community events throughout the year to educate residents and generate excitement around recycling.



Service Hub

WM can set up a display at town hall or a community center to highlight the benefits of recycling, how to Recycle Right, and its impact in Northbrook.



Newsletters

WM can provide Recycle Right® information to include in Village newsletters.





Electric Collection Vehicles

Last, but not least, WM understands that sustainability is a priority for Northbrook as it is for our company. We noticed that you participate in the Metropolitan Mayors Caucus' EV Readiness Program, which is something we are also preparing for in our operations.

We understand that sustainable waste collection operations are as vital for the Village, as they are for WM, and that electric vehicles (EV) can help you achieve your goals for greenhouse gas (GHG) reduction in your community. WM is excited to help you explore and implement this innovative new technology.

For three decades, WM has pioneered the use of alternative fuels and advanced transportation technologies to reduce GHG emissions in our operations, including our fleet. Since 2010, WM has been the early front-runner and industry leader in pursuing and implementing a comprehensive GHG reduction strategy. Since then, nearly 60% of WM's collection fleet has been transitioned to compressed natural gas (CNG) vehicles, avoiding using millions of gallons of diesel fuel per year, reducing our fleet's GHG emissions by more than 40%, and building North America's largest heavy-duty natural gas fleet. In 2021, 47% of fuel for our collection fleet was from a renewable source. Our investments in renewable natural gas (RNG) facilities will allow WM to fuel our entire natural gas fleet with RNG by 2026.

BENEFITS OF TRANSITIONING FROM DIESEL TO RNG

8,000 gallons of Diesel fuel

60 metric tons
of GHG emissions reduced for every diesel-powered truck replaced with RNG

97% reduction in NOx emissions

94% reduction in particulate matter

56% reduction in CO_2e emissions

Companywide, our overarching climate goal is to reduce GHG emissions. Currently, our services avoid three times (3X) more GHG emissions than we generate in our operations. Our 2038 goal calls for avoiding even more—four times (4X) our operating emissions. As part of achieving this goal, WM's goal is to have a fleet of 70% alternative fuel vehicles, of which 100% are fueled with RNG, by 2025/2026. We are also exploring how EVs can help us achieve these ambitious targets and enable our partners, including the Village, to reach their sustainability goals so that we can work together to preserve your community and the earth we all share and love.



WM is piloting this fully integrated electric Class 8 collection truck from Heil and Autocar in Kirkland, WA. The side loader will be the fourth distinct Class 8 EV to be tested across our operations. The new truck has a larger battery and payload than the other electric collection vehicles we are evaluating. We want to see how it performs relative to other Class 8 EVs and our CNG collection vehicles.

While not a new technology, EV use in the waste/recycling industry has recently received increasing attention. Although a few smaller, lighter-weight trucks have been tested, giving the impression of imminent availability, the technical hurdles and costs have resulted in a slower transition than we hoped. Currently, an EV is 1.5 to 2 times the cost of a CNG – about $600,000 to $800,000 – just for the truck not including infrastructure or electricity costs. Infrastructure costs for an EV fleet are generally twice as much as CNG; however, the cost is very dependent on the current capability of the grid. Today, electric fuel costs are approximately three times CNG's, and there are concerns about the grid's reliability. The electricity needed to charge an EV truck to service a route is about 400-500 kWh. A 50-truck fleet would need the daily energy requirement of powering 650 to 850 homes. There are industry concerns that a sizable fleet deployment would significantly impact the grid and that there needs to be more electricity today to support heavy-duty EVs on a large scale. Additionally, the heavier weight of collection trucks and the limitations of the battery capacity have created a challenge to widely deploy this technology throughout our fleet.

We know EVs are the future of transportation, and WM is working on implementing them in our fleet in a smart manner by piloting first and then developing a rollout strategy based on real results to ensure we can fulfill our duty of collecting our customer's waste, recycling, and organics as promised every service day.

One of the challenges that the industry has encountered with collection EV trucks is gross vehicle weights. Our most common Class 8 collection trucks have a gross vehicle weight (GVW) of 66,000 pounds when full, testing the battery technology limits. The weight of our trucks, when full, requires more batteries, adding weight, which limits the amount of material we can collect. We would need more trucks on the road to provide the same level of service. Current data shows that an EV is 70% as efficient as a comparable diesel or CNG truck regarding collection efficiency (i.e., trips to disposal and processing facilities). This limitation, combined with the cost of the trucks to date, has historically impeded the adoption of this technology, especially with the collection price sensitivity of our customers.

However, as battery technology has evolved, the trucks currently being tested appear to be more compatible with our needs. WM has a long history of working with Original Equipment Manufacturers (OEMs) to identify and develop state-of-the-art technology for our fleet, and we are excited to announce that we are piloting fully electric body EV collection vehicles in Kirkland, WA, as highlighted in the photo and caption, Southern California, and New England, with more planned. A priority of WM is to pilot EVs in states that have adopted California's Advanced Clean Fleets (ACF) regulation and require zero-emission vehicles. The criteria we use to deploy align with the capabilities of EVs. Automated side load routes are a good example, as they cover roughly 80 miles and collect approximately two loads while on route each day. The results of our extensive pilots will help guide WM's EV strategy as we advance and give us the information needed to offer a reliable and sustainable solution for our customers. Additionally, we are

considering hybrid vehicles as a bridge to comply with regulations while technologies and grid capacity evolve.

WM has been committed to alternative fuel options for more than 20 years, including RNG, electric vehicles, and other technologies, as we work to reduce our overall emissions, reach our sustainability targets, and help our partners progress in achieving their goals. We are equally committed to developing and deploying EVs as rapidly as the technology and infrastructure allow.

g. Ability and desire to respond professionally and expeditiously to customer services.

WM puts our customers at the center of all we do. Through discussions with customers and intensive research, we understand customers want multiple ways to contact their service providers anytime. We are creating an integrated customer service system, so Northbrook residents can communicate with WM when and how they want. Our innovative customer service offerings are outlined in the next section.

3 | CUSTOMER SERVICE AND MANAGEMENT

a. Describe the approach to interaction with the Village's residents and staff. This includes issue identification and resolution, program education, and proactive communication. This can include use of customer portals, websites, apps, text messaging services, and other innovative educational methods to improve proper disposal of waste.

Customer Service, For Tomorrow®

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we are excited to share that we are building upon our traditional call center and investing in advanced customer service technologies, like Interactive Voice Response, a Callback System, and Live Chat Support.

These technologies are shaping the future of customer service at WM and making our customers' experience even better:

- **Interactive Voice Response (IVR):** Lisa, our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.
- **Callback System:** Lisa's callback functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.
- **Live Chat Support:** Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.

Customer Experience Channels

Our IVR, Callback System, and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com	Gives customers a seamless and intuitive way to discover the services and solutions available in the community.
Knowledge Base Customer Support	Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.
Social Media Platforms	Provides extra convenience and a new way to connect with WM.

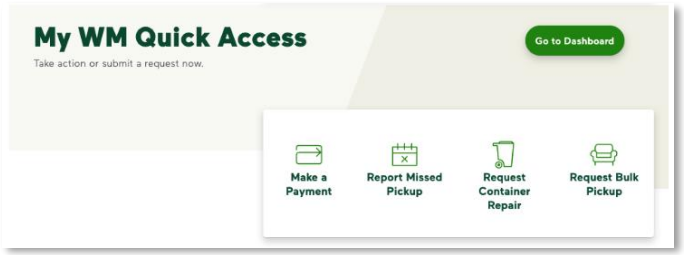
My WM/My WM App	This platform empowers our customers with the tools and technologies for on-demand digital account management and self-service solutions.
Customer Service Center	Provides a comprehensive and dedicated one-on-one assistance to address and resolve issues on first interactions.

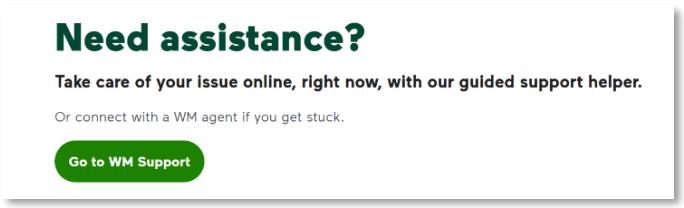
WM Customer Website

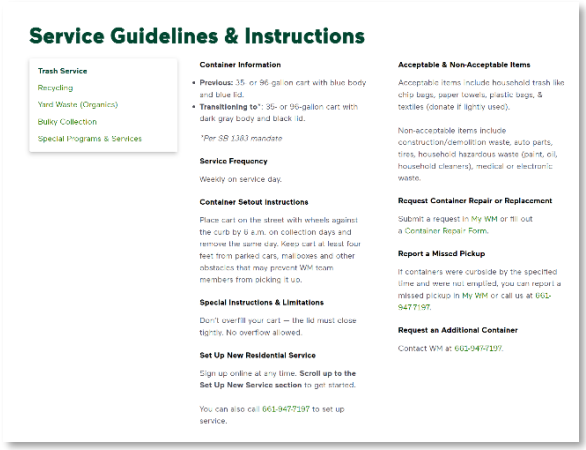
Our dynamic WM customer website, designed to provide residents with a seamless and easy-to-navigate experience, is tailored specifically to your municipality. The website is a single access point for residents to find service information and 24/7 self-serve options.

Your community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences, and more.









Shown here are quick access links to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.

With a WM Customer website, you can:

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.

- **Promote self-serve service:** Your WM customer website is the first line of support, empowering customers to access information and find answers at their convenience.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules to special events to bulk item collection information (if applicable) to any service guidelines.
- **Lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, making it even easier to recycle right and reduce contamination.

Customer Service Center Overview

Customers can contact WM during normal business hours - 8 a.m. to 5 p.m. local time. The Customer Service Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant Chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

Customer Service Center

If a customer inquiry request cannot be resolved through our convenient online options, our **knowledgeable customer service team is ready to assist every step of the way and provide you with the right information you need.**

There When Our Customers Need Us Most

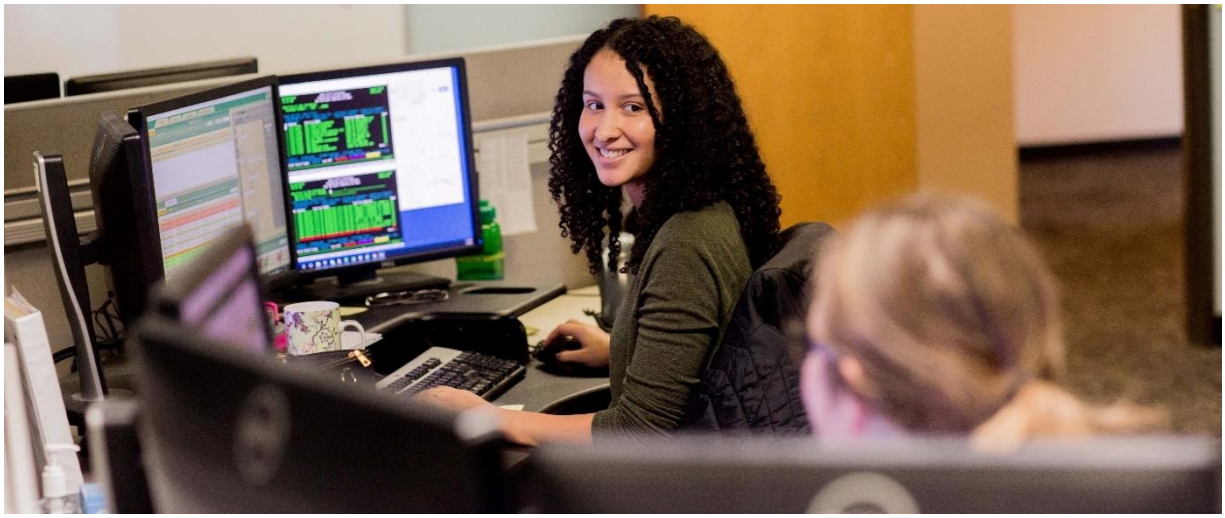
From power outages to natural disasters, our nationwide customer service infrastructure allows us to assist customers with their inquiries or requests and keeps you connected to WM when it matters the most.

Professional, Well-Trained Customer Service Representatives

Our professional, well-trained Customer Service Representatives (CSRs) place our customers at the center of what they do every day. They are empowered to take the right steps and make the best decisions to address and resolve issues on first interactions so there's no need for a follow-up call.

Customer Service Representatives Training

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.



People First: *Our proud, caring, and resilient CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' AI-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.*

Comprehensive Investments in Customer Service Technology

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

Onboard Computer Technology for Constant Contact with Drivers and Vehicles

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status.
- One-touch cart service verification.
- Proactively generating service tickets for cart repair or replacements for customers.
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service needs.

Integrated Knowledge Management Systems

Our proprietary web-based Knowledge Management System (KMS) is a single source of truth for sharing, organizing, and managing contract-specific information with customers, such as available services, rates, and collection schedules.

The KMS is accessible to all our CSRs nationwide, enabling our network of experienced CSRs to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Customer at a Glance (CAAG) KMS incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer

invoice and payment history, WM's integrated billing system, Mid-Atlantic System (MAS), and onboard computing that captures service history and service statuses.

With CAAG, CSRs are also able to manage first-call resolutions for customers regarding:

- Administrative actions (online pay/autopay/paperless invoicing
- Holiday schedules
- Service/pickup schedule
- Bulky/large item collection
- How to Recycle Right
- Sustainability education
- Commercial – extra pickup, service changes
- Service schedule changes
- Weather and natural disasters alerts

How Do We Measure Our Customer's Experience

Net Promoter Score (NPS)

It is important that we measure our customers satisfaction and really understand their residents so we have transitioned to Net Promoter Score (NPS) metric which is considered better than traditional Customer Effort Score (CES) metrics.

NPS is a customer loyalty metric that gauges the likelihood of customers recommending a company to others. It provides valuable insights into customer sentiment and their overall perception of your brand. Here are a few reasons why NPS is considered superior to traditional CES metrics:

Comprehensive Measurement: NPS captures a more holistic view of customer satisfaction by measuring both positive and negative experiences. It considers not only the ease of a customer's interaction (as in CES) but also their emotional connection and willingness to endorse your brand to others.

Predictive Indicator: NPS has proven to be a strong predictor of customer loyalty and business growth. Studies have shown a correlation between high NPS scores and increased customer retention, repeat purchases, and positive word-of-mouth recommendations. It helps identify customers who are likely to become brand advocates and positively impact your business.

Actionable Insights: NPS allows you to take actionable steps to improve customer experience. By categorizing customers into promoters, passives, and detractors, you can identify areas for improvement and develop strategies to convert detractors into promoters. This helps drive meaningful changes and fosters long-term customer loyalty.

Benchmarking: NPS enables you to compare your performance against industry standards and competitors. By understanding where you stand relative to others, you can set realistic goals, track progress, and continuously enhance your customer service efforts.

While CES has its merits in measuring customer effort during specific interactions, NPS provides a broader perspective on overall customer satisfaction and loyalty.

Voice of Our Customers Survey

WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.

The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.

b. Describe the process to transition the Village's new program with minimal disruption to the residents and Village staff. This should include schedules, detailed tasks, and key milestones to meet the September 1, 2024, contract start date.

As your trusted incumbent service provider, there will be no transition if you continue with WM as your partner. There will be no disruption for your residents as our tested and proven customer service tools are already in place, used, and trusted by your community.

c. Describe your vision for the communication model between Village staff and your company. This includes field and administrative communications.

Mike, Chris, and Paul, the Village's Municipal Marketing Manager, District Manager, and Route Manager, will continue to be the primary contact points for Village staff. Your team can reach them on their cell whenever needed. Additionally, Mike will schedule regular check-in meetings with your staff to see what's working well and if there are any opportunities for improvement so that they can be proactively addressed before they become more significant concerns. Our commitment to Northbrook is to be the proactive partner you need for continued service excellence in your waste management program.

d. Describe the metrics that will be collected and reported to the Village related to the services provided.

WM will continue to provide monthly and annual reports for the Village similar to what is pictured below.

Sample Diversion Report*
Northbrook, IL

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVERAGE
Monthly Refuse Tons	700	660	780	840	950	980	910	990	890	880	950	870	867
Monthly Recycling Tons	330	260	300	320	340	350	330	330	320	310	330	340	322
Monthly Yard Waste Tons	10	0	0	100	175	175	175	175	175	175	175	0	111
												Diversion Rate	33%

*Sample diversion report. Numbers are not reflective of actual refuse, recycling, and yard waste tons in Northbrook.

4 | EMERGENCY COLLECTION SERVICES

a. Localized Emergency Collections. Respondent will, upon request from the Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare.
b. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, the Village may require the Respondent to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("Community-Wide Emergency Collection"). The Village may require the Respondent to place roll-off containers at locations throughout the Village during a Community Wide Emergency Collection. The Village will provide Respondent with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection.

WM will work with the Village to develop an effective Emergency Collection Services program for Northbrook.

5 | ADDITIONAL INFORMATION

a. Provide photos or brochures which depict the wheeled toters that Respondent would offer for use if the Village were to choose an alternative involving the lease or purchase by the Village of Respondent containers and provide information regarding the specifications and features of such containers.

Cascade Carts: Built for Durability, Convenience, and Sustainability

WM will continue to partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for your community when needed. WM has high-quality durable Cascade carts already in place throughout Northbrook. We will continue repair and replace existing carts with Cascade to provide new carts for Northbrook residents when needed

Our longtime partnership with Cascade spans more than 30 years with more than 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to the Village.

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.



WM trash and recycling carts come in a variety of sizes and colors, with yellow lids designating recycling carts.

EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, WM and Cascade Cart Solutions have teamed to create the EcoCart™ - the waste industry's first collection cart manufactured with at least 10% post-consumer plastic resin.

The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards. Additionally, the 96-gallon EcoCart is available in a wide range of colors for your choosing – WM green, black, dark blue, or medium grey.

WM is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, the Village can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.



Cart Sustainability

It only makes sense that the collection carts we provide the Village should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for the Village, we considered the following environmental benefits:

- **Post-Industrial Recycled Content.** Every Cascade cart contains recycled content. Cascade carts incorporate recycled content into their products to reduce reliance on limited natural resources, without affecting durability.
- **End-of-Life Cart Recovery and Recycling**. The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart's useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.
- **Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

Tested and Proven

ISO 9001 CERTIFIED

As the first U.S. waste container producer to be ISO 9001 registered, Cascade takes their commitment to quality manufacturing seriously. They test their carts beyond industry durability standards for performance. Cascade's cart testing procedures include:

- Cold impact test for lids and wheels
- Hot and cold wheel assembly tests
- Double pump cart tests, equivalent to three lifetimes

Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect WM and the Village from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

WM has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty can be found at: http://www.cascadeng.com/terms-warranties.

Cascade Certified as Women's Business Enterprise

WM is happy to include Cascade Engineering, Inc. to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing WM customers and communities with the best, most innovative, and cost-effective solutions.

b. Provide any other information Respondent deems necessary to demonstrate that it understands, and can meet, the Village's expectations as to solid waste collection service.

A Tested, Proven, and Trusted Partner for the Village

WM Fortune World's Most Admired Companies 2019 - 2023 Ranked No. 1 in the Waste Industry in 2023

WM has been recognized by Fortune as one of the World's Most Admired Companies for the fifth consecutive year. This year, WM was ranked No. 1 among our industry peers. Fortune's list of the World's Most Admired Companies includes the best-regarded companies in 52 industries. Companies were ranked based on survey responses from executives, directors and analysts, and the top-rated companies were chosen from a pool of 645 companies in 27 countries.

WM named to Newsweek's 2023 list of America's Greatest Workplaces for Diversity

Newsweek and market data research firm Plant-A Insights named "America's Greatest Workplaces 2023 For Diversity" based on a list of 1,000 companies whose employees say they respect and value diverse people. WM is proud to receive this employee-driven prestigious honor as our commitment to inclusion, equity, and diversity is rooted in our values and woven into our business strategies.



Ethisphere, a global leader in defining and advancing the standards of ethical business practices, recently honored 135 companies that have earned the coveted designation of World's Most Ethical Companies® in 2023. WM is proud to be one of these companies for the 14th consecutive year.

Our commitment to being a "People First" organization and achieving "Success with Integrity" means striving for results in all we do. We hold ourselves to high standards of accountability, honesty, ethics, and compliance standards. Our people are committed to placing our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



Unmatched service network to support the Village: We serve nearly 20 million commercial, industrial, municipal, federal, and residential customers across North America through a vast network of collection, transfer, recycling, and disposal services. WM is making unprecedented investments to grow our recycling and renewable energy businesses by expanding our recycling footprint and building new renewable natural gas (RNG) plants across our landfill network to convert landfill gas to RNG. In addition, WM offers operational resources at a local, regional, and national level. These resources can help you increase recycling, reduce costs, and optimize equipment, all adding up to world-class service delivery for the Village.



Technology focused on the Village: WM is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and our new WM Smart Truck technology is the latest in those continual efforts. Smart Truck documents service data through sensors and onboard cameras to provide real-time service verification of every service stop and location. This state-of-the-art technology gives Mike, your Senior Account Executive, a complete view of your containers at the time of pickup with images that can be shared with the Village. Utilizing this data, we can work collaboratively with your staff to identify opportunities for improvement and develop solutions to maximize service efficiency, improve recycling, and reduce costs.



A commitment to continuous improvement in the Village: Material-handling equipment plays an essential role in efficient recyclables management for the Village. To identify additional synergies and savings in your recycling programs, we will work with your team to make sure that all waste handling equipment is appropriate for the task and performs at optimal levels. Using our industry-leading analytics and innovative WM Smart Truck℠ technology, we will optimize equipment to identify operational improvements that maximize diversion within the existing programs and reduce contamination while maintaining high service levels.



Environmental stewardship for the Village: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the communities and businesses in which we operate. In an industry as highly regulated as ours,

protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to surpass them.

Commitment to near-zero emissions in the Village: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes over 11,000 natural gas vehicles (NGV), the largest heavy-duty natural gas truck fleet of its kind in North America. Our goal is to create a near-zero-emissions fleet fueled almost entirely with natural gas.



Unparalleled recycling and diversion for the Village: As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we have invested in recycling processing infrastructure to the nearly 15 million tons in recyclables we managed in 2022 to the industry's first recycling education program, Recycle Right - WM is committed to creating shared value and long-term recycling solutions that improve sustainability for our customers. View the following for Recycle Right tools and resources, wm.com/recycleright.

RECYCLE RIGHT Learn more about RECYCLE RIGHT

An ethically sound partner for the Village: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. As a result, we have been recognized annually as an ethical leader by many organizations, including the Ethisphere Institute as a "World's Most Ethical Company" in 2023 for the 14th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who care for our customers, communities, shareholders, environment, and each other.

Shared values with the Village: WM has the best people in the industry and a strong corporate culture focused on deep commitments to environmental sustainability, ethics, and the communities we serve.

Leading training and safety programs to keep the Village safe: Our employees undergo comprehensive background checks and drug testing to provide the safest and most secure service for your residences, facilities, and depots. Prior to employment, all driver candidates must possess a valid license and pass a medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings. Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of the training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's safety culture.

6 | AT YOUR DOOR SPECIAL COLLECTION SERVICE

WM's At Your Door Special Collection® service is the best solution for residents to properly manage household hazardous waste, including electronics. As North America's leading environmental solutions company, WM makes it easy for residents to dispose of these items by collecting the materials at their door – safely, easily and responsibly. This solution for home generated special materials (also known as household hazardous waste) includes convenient access to the At Your Door Special Collection® service. This is an easy-to-use service where residents can schedule a collection at any time throughout the year, when it is convenient for them. The At Your Door Special Collection® service features year-round pick up of acceptable materials right from their home.

WM Provides a Customer-Centered Solution - The Resident does not have to leave their home!

Customers can easily reach out to the At Your Door Special Collection® service and schedule a home collection via the web or by phone. Our website, www.wmatyourdoor.com, is accessible 24/7 and our Operations Service Center is available Monday through Friday. Highly trained staff from our Operations Center will process the customer service requests and answer questions. Residents can utilize our website to request service. A service request must include the following information in order to be scheduled - the participant's contact information, address, and an estimated list of the types and quantities of acceptable materials. When the request is scheduled, the participant is provided with a specific date for their home collection.



The At Your Door Special Collection program

WM provides a customer-centered solution for collection of home generated special materials, also referred to as household hazardous waste and electronics. With At Your Door Special Collection, residents do not have to leave their home as they would with a typical collection event – it is on demand, home collection.

A collection kit will be sent to the participant as needed, who is responsible for packaging the materials and placing them out on the designated collection date. The collection kit consists of a plastic bag, tie and an instruction sheet. Collection kits are not required for residents who only have electronics. The instruction sheet provides the specific collection date and directions for how to prepare for the collection appointment. This includes certain packaging requirements and placement of materials on the collection date. Participants collect their items following the appropriate directions. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

On the specific collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home near the front door or garage area, but never on public property, at the curb, street, or alleyway. Participants are not required to be present during the collection. After collection by the Service Technician, eligible materials are transported to our facility where they will be consolidated and shipped to appropriate recycling and processing facilities.

AYD Operations Plan

Every community we operate in is unique, from contract-specified services to local rules and regulations. Therefore, a comprehensive the Village-specific operations plan will be provided prior to the contract start date. Throughout our service term, the Northbrook-specific operations plan will be modified as necessary to comply with changing regulations and/or program procedures.

WM's At Your Door Special Collection® service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials/household hazardous waste residential collection programs that comply with Federal, State and local regulations. This experience is reflected in the thoroughness of our operations plans and allows us to operate safely and efficiently in each community we serve. Our procedures have been reviewed for potential environmental, health and safety implications. This encompasses the compliance requirement for our acceptable and ineligible materials and our in-depth training procedures.

Although an Operations plan is customized for each facility, a WM At Your Door Special Collection® operations plan generally address the following topics:

- Nature, type and quantity of materials collected, including a list of acceptable and excluded material.
- Collection procedures and equipment.
- Planned destination of waste collected including specific third-party processor information and details regarding specific material treatment, recycling and disposal methods.
- Operations staffing and training requirements.
- Methods used to classify and control wastes received both during collection and at our facility.
- Material consolidation and bulking procedures.
- Provisions for inclement weather.
- Record keeping for materials received and shipped for processing or disposal.
- Facility map and evacuation diagram.
- Facility security measures.
- Health and safety procedures.

At Your Door – Recycling Diversion

The goal of WM's At Your Door Special Collection® service is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills. After collection, the materials are brought to our processing facility where they are properly packaged and sent to the appropriate facility for processing.

We aim to select environmentally friendly options as the next step in the lifecycle for these materials. The options for recycling may vary depending upon location but the items that are currently recycled as opposed to disposed include anti-freeze, household batteries, vehicle batteries, latex paint, oil-based paint, compact fluorescent lamps and straight fluorescent tubes, flammable liquids, flammable solids, and consumer electronics.

AYD: Statement of Work

Statement of Work

The following sets forth the description of WMs At Your Door Special Collection® service, which will provide the on-demand year-round residential household hazardous waste collection service for Northbrook residents.

Description of Quality Service

WM's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. WM provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The WM Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by WM personnel.

Customer Service

WM's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-7587 or go to www.wmatyourdoor.com If a resident has a question about a particular item, they are welcome to reach out to the call center or self-service on line. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents.

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service.

Materials

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed

in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Flammable & Combustible Materials

- Kerosene
- Solvents

Sharps

- Needles and lancets. Must be placed in a sealed, rigid container. (qualified/permitted areas only)

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door® program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door® service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

AYD Treatment of Materials

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Qualifications

From our Service Technicians to our Operations Service Center Specialists, all team members participate in WM's in-depth and on-going training process. Service Technicians must complete the 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

WM's At Your Door Special Collection service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

AYD Safety

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, WM has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and WM shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by WM to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, WM's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection® is a service of WM. Collection services will be provided by a properly licensed/permitted subsidiary of WM At Your Door® and At Your Door Special Collection® are marks of WM Intellectual Property Holdings, LLC.

7 | REQUESTED CLARIFICATIONS

WM strives to be transparent in our proposals. We understand it is difficult for the Village when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the agreement. As such, enclosed in this section are requested clarifications to the specifications in the RFP for your review and consideration. We welcome the chance to discuss and negotiate these items.

PDF Page #	Section	Description of Exception
5	Section 2 Anticipated Term Award (1.)	Any contract renewal or extension shall be by mutual agreement of the parties.
6	Section 2 Required Weekly Services (2.)	Single Stream Specifications including language regarding contamination attached.
6	Section 2 Required Weekly Services (3.)	Add definition of Bulk Items. Bulk Items means large household items that do not properly fit in the residential dwelling's cart, or bundled or bagged Solid Waste, that does not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (50) pounds, which are attributed to the normal activities of a single residential dwelling. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances, Bulk Items shall not include Unacceptable Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes generated but excluding Unacceptable Waste. Unacceptable Waste means any electronics (e-waste), waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Respondent pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Respondent's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Respondent's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times. White Goods shall mean household appliances such as air conditioners, refrigerators, humidifiers etc. that has had the freon or refrigerant removed by the resident. White Goods do not include Unacceptable Waste.
7	Section 2 Required Weekly Services (5.)	Definition of Multi-family dwelling to be added. Multi-family dwelling means any premises with five (5) or more dwelling units, where such dwelling units receive centralized Solid Waste Collection Services (and not individualized Cart-based Solid Waste Collection Services).

PDF Page #	Section	Description of Exception
7	Section 2 Seasonal/Special Collections (1.)	Respondent takes exception to unlimited yard waste. Yard Waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to unlimited solid waste and recyclable materials for any two one-week holiday periods each year.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to the collection of Holiday Trees and Holiday Greenery with ornaments, tinsel, or lights.
8	Section 2 Required Optional Services (5.)	Respondent takes exception to Emergency Collection Services as noted on page 15 of the RFP. WM will work with the Village to establish Emergency Collection Services.
9	Section 2 Containers (4.)	Respondent takes exception to the obligation to repair or replace damaged, lost, or stolen containers which is not caused by Respondent's negligent acts at no cost to resident.
11	Section 4 Fleet (a.)	Respondent takes exception to including a telephone number on Respondent's vehicles.
11	Section 4 Collection Services (a.)	Respondent takes exception to the obligation to collect the day following a major natural event. Revise the 2nd sentence section a. of Collection Services on page 11 of the RFP as follows: "When a holiday occurs during the week, collection may be shifted by one day following the holiday." Additionally, insert a force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.
12	Section 4 Customer Service (b)	Respondent takes exception to resolving all complaints within 24 hours. Replace 24 hours with "by the end of the next business day".
15	Section 5 Emergency Collection Services (b)	Respondent takes exception to the collection of any and all kinds of waste. Respondent may but not be obligated to provide Community-Wide Emergency Collection because Respondent may also be impacted by the emergency. Respondent reserves the right to charge for the services.

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material collected by Respondent may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Respondent's

property, its personnel or the public or materially impair the strength or the durability of Respondent's structures or equipment.

Respondent may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Respondent for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Respondent's operating or profit margin (“Cost”). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Respondent reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer’s Cost.

*Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Respondent.

Household Hazardous Waste Home Collection

COLLECTION DAY AND DATE: _____

ACCEPTABLE ITEMS (EXAMPLES LISTED)

Aerosols
- Air fresheners
- Hair spray
- Spray paint & adhesives
- Oven cleaner
- Bug spray & sunscreen
- WD-40 & spray lubes

Corrosive Acids
- Muriatic Acid
- Drain Cleaner, De-Clog
- CLR

Corrosive Bases
- Deck & Siding Cleaner
- Drano
- Bleach

Gas Cylinders (max size 12”x36”)
- Fire Extinguishers
- Propane
- Helium
- Freon

Fluorescent Lamps and Bulbs
- HID bulbs
- 4’ & 8’ tubes
- CFLs & incandescent

Lighting Ballasts (disconnected)

Adhesives
- Driveway sealer
- Resins & glues
- Grout

Paint Related Materials
- Enamel (combustible paints)
- Oil Based Paints, Stains
- Lead, Urethane, or Chromium Based Paints
- Shellac, Varnish
- Thinners

Flammable Solvents/Oils
- Torch Fuel

Automotive Chemicals
- Motor Oil & Antifreeze
- Brake & Transmission Fluid
- Fuel System Cleaner
- Gas & Diesel
- Used Oil Filters
- Car Wash & Polish

Fertilizers, Weed Killers, Insecticides
- Solids and Liquids

Batteries (no alkaline)
- Lead Acid
- Lithium
- Nickel Based

Pool Chemicals

Mercury Containing Items
- Switches
- Thermometers

ITEMS NOT ACCEPTED

- Alkaline Batteries
- Ammunition
- Appliances
- Asbestos
- Explosive Material / Fireworks
- Medical Waste / Biological / Sharps
- Combined weight over 70 LBS
- Non-Residential Waste
- Acetylene Cylinders
- MAPP Gases
- Scrap & Trash
- Part A/Part B Foam Cylinders
- Cylinders larger than 12”x36”
- Unknown/Unmarked Items
- Latex & Water based Paints
- Pharmaceuticals
- Radioactive Material
- Electronics
- Smoke Detectors
- Tires
- Containers larger than 5-gallon

To **reschedule**, **cance**l or **inquire on your scheduled household hazardous waste home collection,** call or e-mail **CLEAN HARBORS**, who provides this service on behalf of LRS. Cancellations must be received 3 days prior to the scheduled collection.

PHONE | 866-466-5060 **E-MAIL | LRS@CleanHarbors.com**

HOUSEHOLD HAZARDOUS WASTE
HOME COLLECTION SERVICES
BAG INSTRUCTIONS

SEGREGATE BULBS AND BATTERIES

Place batteries and small bulbs in clear plastic bags, separated by type. Do not mix batteries or bulb types.

Fluorescent bulbs, 4' or longer can be placed out using one of the following methods:

Original packaging, long cardboard box

Bubble wrap and taped in the center

Two garbage bags, taped in the center- covering both ends of the bulb

ENSURE LIQUIDS ARE SEALED

Check to ensure caps are tightly sealed on all containers or bottles. Unsealed liquids will not be accepted. If an item is not clearly identifiable write what the material is on the container.

PLACE IN CLEAR PLASTIC LINER

Place items in provided liner. Try to keep the container upright. Use provided zip tie to close bag.

WHERE TO PLACE OUTSIDE ON SCHEDULED COLLECTION DAY

Place bag near top of walkway, front door, or porch area

***No alley pickups**

Items must be staged outside no later than 6AM on the scheduled day of collection.

Do not leave any household hazardous waste materials at box at the curb or near a public walkway

Fluorescent bulbs prepared for collection should be placed laying down and staged away from walking path or vehicle traffic area.

Special Instructions: Do you have special Instructions on where items will be located for the collection crew? (Example; upstairs apartment, Apt.4, side door or south side rear door)

Please send your name, address and phone number with your special instructions regarding the placement of the materials by email to: LRS@cleanharbors.com..

If you don't have email, or need further assistance regarding this collection, please call Clean Harbors at 866-466-5060. Please let the customer service representative know you have special instructions for your upcoming LRS Household Hazardous Waste Home Collection.

*****70 pound weight limit per home/collection. *****

Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, May 14, 2024

7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES APPROVAL**
   A. April 9, 2024 Regular Board Meeting Minutes for Approval
4. **PUBLIC COMMENT TIME**

   This agenda item is reserved for members of the public who desire to address the Village Board on a topic that is within purview and jurisdiction of the Village Board, but that is not listed in another location on the agenda. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. If your matter is on the "Consent Agenda", please let us know if you would like us to remove that matter so that you can speak about it.
   Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. "Public Comment Time" is not a forum for open dialogue or engagement with members of the Village Board. Rather, it is intended as an opportunity for you to make comments to the Village Board. While the Village Board will not immediately respond to public comments at this meeting, or engage in a back and forth discussion during the meeting, please be assured that the Board is actively listening to all comments, thoughts, and suggestions.
   All speakers will be limited to a total of three minutes. We request that everyone be respectful, civil, and non-repetitive; and we ask that members of the audience refrain from applauding or making any other comments during or after any speaker. Thank you for your understanding and taking the time to contribute to the success of our community.

5. **MANAGER'S REPORT**
   A. Discussion Regarding Amendments to Chapter 15 of the Municipal Code Pertaining to Business Licensing
   The Village Board has requested amendments to the Municipal Code to streamline the business license categories and application/renewal procedures for impacted businesses. A draft ordinance is being presented to allow for public comment prior to formal consideration May 28, 2024.
6. **WARRANT LIST**
   A. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated April 14, 2024
   B. Review and Approval of Payments to be Made for April 1, 2024 - April 15, 2024
   C. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated April 29, 2024
   D. Review and Approval of Payments to be Made for April 16, 2024 - April 30, 2024
7. **PRESIDENT'S REPORT**

   Community Moment

A. A Proclamation Recognizing May 12-18, 2024 as Police Week
B. A Proclamation Recognizing May 19-25, 2024 as Public Works Week

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. A Resolution Waiving Competitive Bidding and Approving a Contract with Baecore Group for a Business Process Assessment and Review Professional Services Engagement
Staff is seeking to waive the competitive bidding process and seeking approval to execute a professional services contract with Baecore Group to complete a business process assessment and review.

B. An Ordinance Amending the Fiscal Year 2024 Annual Budget for the Village of Northbrook, Illinois
On a continual basis, staff evaluates expenditures to ascertain that there are no significant cost increases to planned expenditures which may be due to supply chain issues, unexpected capital costs, etc. and brings forward an Ordinance for amending the adopted budget to appropriate necessary funds.

The Ordinance included herein includes the final amendments made to the prior Fiscal Year 2024 budget before the start of the annual audit for that year.

C. A Resolution Authorizing an Agreement for Pavement Marking Services with Precision Pavement Markings, Inc. of Pingree Grove, Illinois
This resolution authorizes the approval of an agreement for pavement marking services with Precision Pavement Markings, Inc. of Pingree Grove, Illinois in the not to exceed amount of $150,310.

D. A Resolution Authorizing the Purchase of LED Streetlight Fixtures from Graybar Electric Company, Inc. of St. Louis, Missouri
This Resolution authorizes the purchase of 235 LED streetlighting fixtures in the not-to-exceed amount of $125,000 from Graybar Electric Company, Inc. of St. Louis, Missouri.

E. A Resolution Authorizing an Agreement for Sewer Lining Services with Hoerr Construction, Inc. of Goodfield, IL
The Village of Northbrook lines segments of its sewers to improve the structural integrity of the main, seal mains from groundwater infiltration, and repair defects as necessary.

F. A Resolution Authorizing Execution of an Agreement for Manhole Rehabilitation Services with Culy Contracting LLC of Winchester, Indiana
The Village of Northbrook rehabilitates manholes to improve the structural integrity of the manhole, seal manholes from stormwater and groundwater infiltration, and repair defects as necessary.

G. A Resolution Authorizing an Agreement for Sewer Televising and Manhole Inspection Services with American Underground, Inc. of Wheeling, Illinois
The Village of Northbrook cleans and televises its sewers to assess the

condition of each individual sewer segment and ensure that the sewers function as designed.

H. A Resolution to Approve a Fiscal Year 2024 Contribution in the Amount of $60,402 to the Northbrook Chamber of Commerce
The Village is a member of the Northbrook Chamber of Commerce and has historically contributed approximately 10% of its annual collected hotel tax revenues to the organization. This contribution will be charged to the Fiscal Year 2024 budget.

I. A Resolution Approving a Transferee's Assumption of Subdivision and Development Agreement for Gateway Northbrook Development 1179-1275 Shermer Road
The Transferee Assumption of Subdivision and Development Agreement is a standard requirement when a development property is acquired by new ownership. At this time the purchaser of the development is requesting approval of the transfer.

J. A Resolution Authorizing an Agreement with Mad Bomber Fireworks Productions
In 2022, the Village entered into an agreement with Mad Bomber Fireworks Productions to provide a fireworks display for the Village's Fourth of July events. The original agreement with the vendor provided that the Village may enter into a renewal for the 2024 fireworks display.

K. A Resolution Approving an Agreement for the 2024 Sidewalk Replacement Program with Schroeder and Schroeder, Inc. of Skokie, Illinois
The Village of Northbrook systematically surveys public sidewalks to identify defective and deteriorated sections that create a potential hazard and liability for the Village. Tree roots encroaching sections of sidewalk, winter freeze/thaw cycles and de-icing materials are the primary cause of sidewalk deterioration. In addition to the replacement of failed sidewalk squares, the Village also installs Americans with Disabilities Act (ADA) required ramps at intersections and replaces select curbs adjacent to the sidewalks.

L. A Resolution Authorizing the Execution of a Contract with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 Asphalt Street Rehabilitation Program
The Village of Northbrook's asphalt street rehabilitation program includes pavement milling and resurfacing of public asphalt streets and select patching of defective areas of pavement on various streets.

M. An Ordinance Providing for the Disposal of Surplus Property and Evidence
The Police Department is seeking authorization pursuant to the Law Enforcement Disposition of Property Act, 765 ILCS 1030/0.01 et seq. and according to Section 2-193 of the Northbrook municipal code to dispose of surplus property and evidence that has been determined to be unclaimed.

N. An Ordinance Waiving Competitive Bidding, Approving the Purchase of Police Department Replacement Equipment from Nielsen Enterprise of Lake Villa, IL, and Authorizing the Disposal of Surplus Equipment
Staff is seeking approval to purchase and replace an all terrain vehicle in the Police Department using Sourcewell, a local government purchasing cooperative.

O. An Ordinance Granting a Special Permit for a Child Day Care Services Facility, Parking Variation, Level III Design Review Permit, and Site Plan Approval (MMJ Scholars, LLC - 1200 Shermer Road) (Plan Commission Docket No. PCD-24-03)
The Plan Commission recommends approval of an ordinance granting approval of a Special Permit for a Child Day Care Services Facility in the C-2 District.

P. An Ordinance Amending 2-2118 of the Municipal Code Regarding Powers and Duties of the Village Manager
An Ordinance has been prepared by the Village Attorney to amend the Municipal Code regarding the authority of the Village Manager to retain professional services.

Q. A Resolution Approving a Memorandum of Understanding with the Law Enforcement Information Exchange Midwest
Police Department staff wish to enter into an MOU for the purpose of information sharing with other Midwest region law enforcement agencies in the LInX database.

R. A Resolution Approving an Expenditure for Annual Membership Dues to the Northeastern Illinois Regional Crime Lab (NIRCL) of Vernon Hills, IL
This resolution approves the expenditure for annual membership fees due to the Northeastern Illinois Regional Crime Lab of Vernon Hills, IL for FY 24/25.

S. A Resolution Authorizing the Purchase of Contractual Services from Industrial/Organizational (IO) Solutions
The Fire Department's current Captain Eligibility List will expire on January 30, 2025 and use of an outside vendor to support the promotional exam process is required.

T. A Resolution Authorizing the Execution of a Contract for Renovation Work at Village Hall with Leopardo Companies, Inc. of Chicago, Illinois
This resolution authorizes the approval of a contract for millwork and the replacement of carpet, paint and window treatments within areas of Village Hall with Leopardo Companies, Inc. of Chicago, Illinois.

U. Motion to Approve the March 12, 2024 and April 9, 2024 Closed Session Minutes

9. ADMINISTRATION AND FINANCE

10. PLANNING AND ECONOMIC DEVELOPMENT

A. Preliminary Review of a Zoning Relief request for Chicago Car Loft for a Motor Vehicle Dealer with an Open Sales Lot at 3670 Commercial Avenue
The Applicant requests a special permit and site plan approval for a car dealership with outdoor storage of vehicles. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

B. Preliminary Review of a Request for Zoning Relief for two new restaurant

buildings at 333 Skokie Boulevard

The Applicant requests a comprehensive plan amendment, rezoning, special permit, site plan approval, and variations for a new commercial development with two restaurant buildings. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

C. Preliminary Review of a Request for Zoning Relief for 15 Townhome Units at 820 Dundee Road

The Applicant requests a rezoning, tentative plat of subdivision, and site plan approval, for a 15-unit townhome development with three buildings. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

D. Preliminary Review of a Request for Zoning Relief for Life Church of Des Plaines at 1925 Cherry Lane

The Applicant requests a special permit for a religious organization with gross floor area over 2,500 sq. ft. in the C-2 Neighborhood Commercial District. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

11. COMMUNITY AND SUSTAINABILITY

A. Motion to Select a Preferred Vendor Regarding the Next Refuse & Recycling Franchise Agreement

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.

12. PUBLIC WORKS AND FACILITIES

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 or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-05-14
Subject: Discussion Regarding Amendments to Chapter 15 of the Municipal Code Pertaining to Business Licensing

Overview
The Village Board has requested amendments to the Municipal Code to streamline the business license categories and application/renewal procedures for impacted businesses. A draft ordinance is being presented to allow for public comment prior to formal consideration May 28, 2024.

Fiscal Impact
N/A.

Recommendation
Review the draft ordinance amendment which will be considered on May 28, 2024.

Background
At the April 9, 2024 Village Board Committee of the Whole, staff presented a framework for updating the Village's Municipal Code related to business licensing in order to reduce and simplify the categorization of licenses as fee structures. As a result of that discussion, attached is a draft ordinance amending the first two articles of Chapter 15. The two new articles essentially replace the Village's old general licensing provisions with a streamlined scheme that applies to both licenses and registrations and identifies general policies and procedures as well as establishes the different classes of licensing and registration and identifies which business are subject to each class.

Staff is presenting this draft ordinance prior to seeking Board approval at the next regularly scheduled Board meeting on May 28, 2024. It is also noted that in addition to the draft ordinance, subsequent articles of Chapter 15 will require amendment to support this new proposed structure. This will specifically include codification of the desire to include business licensing requirements for the retail sales of firearms as part of a home based business and the same for home based massage establishments.

The draft ordinance is based upon the discussion on April 9, 2024 which recommended the Village consider reducing license categories as follows:

1.General Business License

1. Food (stores, processing, and restaurants w/ or w/out outdoor dining, w/ or w/out drive thru)
2. Amusement (e.g. bowling, golf, theatre, and vending games of chance)
3. Hotel/Motel
4. Retail
5. Health, Fitness and Spas 10,000 sf or greater

2.General Business Required Registrations

1. Fuel Pumps (confirm what state license process entails)
2. Landscaper Registration
3. Care Facilities (Adult & Child, including in home care)
4. Health, Fitness and Spas under a specific square footage
5. Federal Firearm License Registration

3.Specialty Business License

1. Massage (add home based)
2. Tobacco and Cannabis
3. Waste Haulers/Scavenger

4.Liquor License (no changes)

A new category called General Business Optional Registrations is proposed which would be a broad-based registration requirement for places of business that do not include profession-specific regulations. The purpose would be to annually identify key contacts at the following organizations to allow for the Village to communicate as needed for both informational and emergency purposes.

1. All other professional services licensed by state (medical, legal, engineering, marketing, banking, real estate)
2. Non-profits
3. Educational Institutions
4. Faith Based

As further background, on November 17, 2020, the Village Board Committee of the Whole established automation of business processing on the Village website and consideration of business registration rather than licenses as a goal. On April 27, 2021 the Village Board adopted, and recodified the Municipal Code and included Chapter 15 titled Licenses, Permits and Miscellaneous Business Regulations. The Village Board noted additional analysis was needed to streamline and automate the processes associated with this Chapter. On November 30, 2021, the Village Board met as the Committee of the Whole to again review business license requirements and the process remained a priority with the goal for a new process to be in place for the next license cycle.

In February 2023, NIU Graduate students began work on a Capstone project regarding the business license processes and made recommendations to reduce the number of required license categories, revamp the fee structure, and automate/simplify the license process. In May 2023, staff received a report as part of an NIU Department of Public Administration project on Business Registration and License Process Analysis in Northbrook which noted:

–The current process lacks clarity, consistency, and simplicity…. is not convenient for businesses nor staff to implement and execute, which results in a lack of efficiency and transparency for stakeholders.

–The current process is paper based using minimal technology, and is not structured to be business-friendly and results in a lack of understanding as to why some businesses are licensed.

–There are three main purposes for requiring business licenses for the Village: inventory of businesses, a revenue stream, and regulation of public health, safety, and welfare.

The current fee structure consists of over 75 different license categories.

- Business licenses are valid January 1 – December 31 and any licenses issued after July 1 is prorated to 50% of the annual fee.
- Liquor license are valid from October 1 - September 30

DRAFT Ordinance Amending Chapter 15 to Implement Simplified General and Specialized Business Licensing and Registration 2024.doc

ORDINANCE NO. 2024-

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

AN ORDINANCE AMENDING CHAPTER 15 OF THE NORTHBROOK MUNICIPAL CODE, AS AMENDED REGARDING BUSINESS LICENSING AND REGISTRATION

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Chapter 15, entitled "Licenses, Permits and Miscellaneous Business Regulations," of the Northbrook Village Code, as amended (***"Village Code"***) establishes regulations and requirements for the licensing and permitting of certain businesses and activities in the Village.

The Village desires to amend the Village Code to streamline and clarify the licensing and registration process for business activities in the Village.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO CHAPTER 15 OF THE VILLAGE CODE.

Chapter 15 of the Village Code shall be amended as set forth in ***Exhibit A*** attached to, and by this reference made a part of, this Ordinance.

Section 3: EFFECTIVE DATE.

This ordinance shall be in full force and effect ten days after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This ____ day of _____, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AMENDMENTS TO CHAPTER 15

Existing Articles I and II of Chapter 15 of the Village Code will be repealed and replaced in their entirety the following new provisions:

ARTICLE I – LICENSES AND REGISTRATIONS

Sec. 15-1. Purpose; Authority.

The purpose of this chapter is to promote the general health, safety, and welfare of the Village and its residents by establishing regulations for the licensing and registration of business, occupations, and places of business within the Village. The regulations set forth herein are adopted pursuant to Village's home rule authority under Section 6(e) of Article VII of the Illinois Constitution and the Village's regulatory powers granted by the Illinois Municipal Code (65 ILCS 5/1 *et seq*.). All fees and fines authorized by this chapter are regulatory in nature and not imposed for the purpose of collecting revenue.

Sec. 15-2. Definitions; Construction.

(a) The following words and phrases as used in this chapter shall have the following meanings, unless a different meaning is required by the context:

BUSINESS: Any vocation, occupation, profession, enterprise, establishment, concern, or other type of activity, together with all devices, machines, equipment, vehicles, and appurtenances used therein.

FLOOR AREA: The sum of the gross horizontal areas of all floors of a building or of such area devoted to a to retailing activities, to the production or processing of goods, or to business or professional offices, measured from the exterior face of exterior walls or from the center line of walls separating two buildings or uses. Gross floor area shall include areas such as basement floors, but not cellar floors; elevator shafts and stairwells at each floor; floor spaces and shafts used for mechanical, electrical and plumbing equipment, except equipment located in a cellar or on the roof; penthouses; attic floors, except where the clear ceiling height is less than seven feet; interior balconies and mezzanines; enclosed porches and floor space used for accessory uses.

PERSON: Any individual, firm, association, partnership, corporation, limited liability company, trust, or other legal entity, except for governmental bodies properly organized under the law of the state of Illinois or the United States Of America.

PLACE OF BUSINESS: Any parcel, zoning lot, building, structure, or portion thereof, whether owned, leased, or licensed, that is used by a business for the purpose of conducting all principal and accessory activities of the business.

(b) With the exception of those duties and responsibilities assigned to the Village President or the Board of Trustees, wherever a responsibility is assigned to a specific officer, official or employee of the Village in this chapter, that responsibility may be carried out by that officer, official or employee or his or her designee.

Sec. 15-3. License or registration required

It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a business for which a license or registration is required by any provision of this Code without a license or registration first having been procured for such business.

Sec. 15-4. Determination of number of businesses conducted; separate locations.

(a) If multiple businesses requiring a license or registration operate in a single place of business, each business will be required to obtain it own license or submit a registration.

(b) Businesses requiring a license or registration that operate multiple places of business within the village will be required to obtain a license or submit a registration for each location at which they conduct a regulated activity. A place of business consisting of multiple buildings or structures will be considered a single location if all of the buildings or structures: 1) are under common ownership, control, management, or operation; and 2) are located on the same parcel or zoning lot or contiguous parcels or zoning lots and are physically connected with common access points from the public right of way.

Sec. 15-5. Supplemental.

The licenses and registration required in this chapter shall be in addition to any vehicle license, alcoholic beverage license, building permit, inspection fees, zoning or subdivision approval or any other fees that may be required by any other chapter of this Code, the building code, or any village ordinance.

Sec. 15-6. Application.

(a) Applications for all licenses and registration shall be made to the village manager on a form provided for that purpose.

(b) The application form shall require the following:

(1) name of the business as registered with the secretary of state of Illinois as well as any assumed names under which the applicant conducts business;

(2) physical address, phone number, and email address of person submitting the application on behalf of the business;

(3) location of the existing or proposed place of business;

(4) nature or kind of business or activity engaged in;

(5) Illinois business tax (IBT) certificate number and the federal employee identification number (FEIN), if applicable, for business;

(6) the floor area of the place of business in square feet;

(7) the name, physical address, phone number, and email address for a designated emergency contact person; and

(8) any other information as may be needed for the proper guidance of village officials.

(c) Form of Business

(1) If the business is a partnership or an unincorporated association, the application must include the names and residence addresses of each partner or member thereof;
(2) If the business is a corporation, the application must include the names and residence addresses of its principal officers.
(3) If the business is limited liability company , the application must include the names and residential addresses of all of each member or manager.

(d) A new application shall be made to renew any license or registration upon its expiration.

(e) All applicants may be required to swear any statement made in connection with the application for the issuance of any license or registration.

Sec. 15-9. Fees.

(a) The fees for all licenses and registrations required or offered under this chapter 15 shall be in the amounts designated in the annual fee ordinance.

(b) The fee for all licenses and registrations will be due in the full amount at the time of application. Acceptance by the village of a fee for a license or registration will not constitute the issuance of the license or registration and does not entitle the applicant to any of the rights or privileges conferred by the issuance of any license or registration.

(c) If the village denies issuance of a license or registration, any fee paid in advance shall be refunded to the applicant.

(d) In the case of licenses or registrations issued on an annual basis, if an applicant submits an application on or after October 1 of any year, the fee will be in an amount equal to 50% of the fee set forth in the annual fee ordinance. Applications submitted before October 1 will be required to pay the full amount of the fee set forth in the annual fee ordinance.

Sec. 15-8. Investigations and inspections prior to issuance.

(a) Upon receipt of an application for any license or registration, the village manager shall immediately cause an investigation to be made to secure information as to the applicant's character and to ascertain whether or not the applicant has complied with all the requirements of law. A reasonable time shall be allowed for the purpose of conducting this investigation.

(b) Applicant must agree to permit authorized village officials (1) to enter the business or commercial premises, including those areas of the premises not open to the general public, during regular business hours and (2) to take necessary samples of any commodity or material for the purpose of determining whether or not the licensee has complied with all regulatory requirements for the issuance of a license or registration.

(c) Failure by an applicant to cooperate with an investigation or inspection authorized by this section will constitute immediate and sufficient grounds for denial of a license or registration.

Sec. 15-9. Issuance or denial.

(a) Issuance: If the village manager's investigation reveals that the applicant has complied with all the requirements of law, the village manager shall sign and issue a license or registration certificate for the place of business no later than seven (7) days after the completion of the investigation. The village manager shall promptly inform the applicant of the issuance of the license or registration.

(b) Denial: In the event the village manager determines that the applicant or the application does not meet the standards and requirements for the issuance of a license or registration, the village manager will promptly issue a written notice of denial to the applicant. The notice of denial will state the grounds for denial. Grounds for denial of a license or registration may include the following:

(1) Fraud, misrepresentation of a material fact, or false statement by the applicant on the application;

(2) The existence of an outstanding indebtedness of the business to the village, in the form of any unpaid fees, taxes, or fines are in arrears more than thirty (30) days from the date they were accrued;

(3) A determination that the business or use proposed is not a permitted or approved special use of the place of business pursuant to the Northbrook Zoning Code; and

(4) The presence of a violation of any zoning, building, fire, or health code or any other applicable ordinances and regulations at the place of business.

(c) Resubmission: An applicant may submit a revised application after correcting any of the deficiencies or issues identified in the notice of denial and, if the original fee has been refunded, paying a fee in the full original amount set forth in the annual fee ordinance for a new application.

(d) Appeal: An applicant may appeal a decision to deny issuance of a license or registration in accordance with the appeal procedures set forth in section 15-17 of this chapter.

Sec. 15-10. Term.

(a) No license or registration may be granted for a period longer than one year, with the exception of licenses and registrations issued on or after September 1, 2024 which shall be valid through and until April 30, 2026. After April 30, 2026, the Village will issue annual licenses and registrations for a period commencing on May 1st each year and ending on April 30th of the following year.

(b) All applications for licenses and registrations, as well as renewals thereof, must be filed with the village no later than 30 days before the end of the annual license period. Applications submitted after that date will be subject to a late penalty fee as set forth in the annual fee ordinance.

Sec. 15-11. Renewal.

Applications for renewals of licenses and registrations shall be made in the same manner as described for new applications in this article. Applications for renewals must clearly state if any relevant information has changed since the original application

Sec. 15-12. Displaying certificates of license or registration.

A business must display its current and effective license or registration certificate in a prominent location in its place of business at all times. It shall be unlawful to display an expired, revoked or suspended license or registration certificate. The village has the right to enter upon a licensed or registered place of business at any time for the purpose of removing an expired, revoked or suspended license or registration certificate.

Sec. 15-13. Change of location.

The location of any licensed or registered business may be changed upon written notice served ten days in advance to the village manager, providing the new business location is in compliance with building, zoning and other applicable requirements of all village ordinances.

Sec. 15-14. Transfer.

No license or registration issued by the village shall be assignable or transferable unless the assignee or transferee complies with the same standards applicable to the original license.

OR

No business may assign, sell, loan, convey, or transfer a license or registration to any other person, even if such other person intends to conduct the same business at place of business. Such other person must apply and pay the fee for a new license or registration in accordance with the provisions of this article

Sec. 15-15. Periodic Regulatory inspections

(a) It shall be the duty of the village manager to determine whether or not at all licensed and registered businesses are complying with all applicable regulatory requirements during the annual licensing and registration period. The village manager may authorize other village personnel to make whatever inspections of the premises of are reasonably necessary to secure compliance with any code or ordinance provision or to detect violations thereof, or to protect the public health and safety.

(b) As a condition to the maintenance of any license or registration, the applicant shall agree to permit authorized village officials to enter the business or commercial premises, including those areas of the premises not open to the general public, and to take necessary samples of any commodity or material for the purpose of determining whether or not the business has maintained compliance with all regulatory requirements.

(c) It shall be the duty of the person in charge of a licensed or registered business to admit the authorized inspector into the place of business for the purpose of making such inspection at any reasonable hour. Whenever an analysis of any commodity or material is reasonably necessary to secure conformance with any code or ordinance provision or to detect violations thereof, it shall be the duty of the person whose

business is governed by such provisions to give to any authorized village officer or employee requesting the same, sufficient samples of such material or commodity for such analysis.

(d) In addition to any other penalty which may be provided, the village manager may revoke the license or registration of any person who refuses to permit any authorized inspector to take adequate samples or to make inspections, or who interferes with such inspector in the performance of their duty. No license or registration may be revoked for such cause unless written demand by the village is made upon the business or person in charge of the place of business, stating that such inspection or sample is desired at the time it is sought to make the inspection or obtain the sample.

Sec. 15-16. Operational violations

No licensed or registered place of business in the Village may be operated or used:

(a) In a manner that constitutes a nuisance in fact;

(b) In violation of any local zoning, building, fire, or health codes or any other applicable ordinances and regulations, or any state or federal laws, rules, or regulations;

(c) In an unsanitary or unsafe manner; or

(d) Without first obtaining and maintaining any required licenses or certifications required by the State of Illinois.

Sec. 15-17. Penalties

(a) Fines: Any person violating any provision of this chapter shall be subject to a fine set forth in the annual fee ordinance. In the event that no other penalty is specifically provided in this chapter or the annual fee ordinance, violations shall be fined as provided in the general penalty in section 1-13 of this code for each offense. A separate offense shall be deemed committed on each day during which a violation occurs or continues.

(b) Emergency suspension of business license or registration: When the operation of any place of business shall constitute a nuisance in fact and a clear and present danger to the public health, safety, or general welfare, the village manager shall be authorized to summarily order the cessation of business, the closing of the place of business and the suspension of the business license registration for a period not to exceed ten (10) days. Within seven (7) days after the manager has so acted, the manager shall call a hearing for the purpose of determining whether the license or registration should be suspended for an additional period of time or revoked.

(c) Suspension or revocation: Business licenses and registrations may be suspended for up to thirty (30) days or revoked by the village manager after notice and hearing as provided below for any of the following causes:

(1) Fraud, misrepresentation of a material fact, or false statement by the applicant on the application for the license or registration certificate;

(2) Any operational violation listed in section 15-16; and

(3) Refusal to permit an inspection or any interference with a duly authorized village officer or employee while in the performance of his or her duties in making an inspection of the place of business.

The suspension or revocation of a license or registration may be in addition to any fine imposed pursuant to subsection (a) of this section.

(d) Effect of suspension or revocation: Any business whose license or registration is suspended or revoked must immediately discontinue operations. No person whose license or registration has been revoked as herein provided shall be eligible to license or register the same place of business during the period for which the revoked license or registration was originally issued.

(e) Hearings: The hearings on a license or registration suspension or revocation shall be conducted by the village manager at a time and place designated by the village manager. Notice of the hearing for suspension or revocation shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the business at the address of the place of business provided in the most recently submitted license or registration application no later than five (5) days prior to the date set for the hearing. Based upon the record of such hearings, the village manager shall make a finding and shall sustain, modify or rescind any official notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the business.

Sec. 15-18. Appeal

Any person aggrieved by the decision of the village manager in regard to the denial of an application for a license or registration, or the suspension or revocation of a license or registration, shall have the right to appeal to the board of trustees. Such appeal shall be taken by filing with the village manager no later than ten (10) days after the notice of denial, suspension, or revocation, a written statement under oath setting forth specifically the grounds for appeal. The board of trustees shall thereupon set the time and place for a hearing on such appeal, and notice of such hearing shall be given to the business in the same manner as provided in subsection 15-17(e) of this chapter. The decision of the board of trustees on such appeal shall be by a vote of a majority of all trustees and shall be final.

Sections 15-17 through 15-20 Reserved

ARTICLE II. LICENSE AND REGISTRATION CLASSES

DIVISION 1. - CLASS 1 - GENERAL BUSINESS LICENSES

Sec. 15-21. License required.

General business licenses, or "class 1 licenses," are required for categories of businesses that regularly interact with the public and warrant regular inspection and regulation by the village to ensure compliance with the requirements of this code. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a class of business identified in this division without first obtaining and maintaining a class 1 license.

Sec. 15-22. Application requirements.

Businesses required to obtain a class 1 license must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9.

Section 15-24. Fees.

The annual license fee for a class 1 license shall be as established by the annual fee ordinance. Class 1 license fees may vary based on the floor area occupied by the business or on heightened inspection and regulatory costs incurred by the village.

Section 15-24. Businesses required to obtain class 1 licenses.

The following classes of business are required to obtain and maintain a class 1 license:

(a) Amusements, including:

    a. Golf courses, driving ranges, and miniature golf courses

    b. Bowling alley and bocce court

    c. Carnival or circus

    d. Coin operated amusement devices

    e. Public dance

    f. Motion pictures theaters

(b) All retail sales and retail service establishments, including, but not limited to:

    a. Dry cleaning, laundries, and laundromats

    b. Automobile sales and service

(c) Food establishments, including food service establishments, food processing establishments, food stores

(d) Hotels; Motels

(e) Health clubs, spas and sports/athletic training facilities

Section 15-25. Additional regulations.

In addition to satisfying the requirements for a class 1 license, business may be subject to additional regulations and requirements set forth in subsequent articles of this chapter.

Sections 15-25 through 15-30 Reserved.

DIVISION 2. - CLASS 2 - SPECIALIZED BUSINESS LICENSES

Sec. 15-31. License required.

Specialized business licenses, or "class 2 licenses," are required for categories of businesses that, due to their unique potential impacts on the health, safety, and welfare of the Village and its residents, are required to provide the village with additional information and assurances of qualifications. These businesses are also subject to local regulations that are specific to their respective sectors in addition to state and federal regulations. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a class of business identified in this division without first obtaining and maintaining a class 2 license.

Sec. 15-32. Application requirements.

Businesses required to obtain a class 2 license must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9. Businesses required to obtain a class 2 license may also be required to submit additional information, documentation, and materials required by subsequent articles of this chapter pertaining to their specific category of business.

Section 15-33. Fees.

The annual license fee for each class 2 license shall be as established by the annual fee ordinance. Class 2 license fees may vary based on the floor area occupied by the business or on heightened inspection and regulatory costs incurred by the village.

Section 15-34. Businesses required to obtain class 2 licenses.

The following classes of business are required to obtain and maintain a class 2 license:

(a) Raffles subject to the regulations set forth in article XIV of this chapter;

(b) Secondhand dealers subject to the regulations set forth in article XVII of this chapter;

(c) Retail sales of tobacco subject to the regulations set forth in article XVIII of this chapter;

(d) Retail sales of cannabis subject to the regulations set forth in the Northbrook Zoning Code;

(e) Retail sales of firearms, subject to the regulations set forth in article XXII of this chapter;

(f) Special events subject to the regulations set forth in article XXIV of this chapter;

(g) Massage establishments, subject to the regulations set forth in article XXVI of this chapter;

(h) Mobile food service establishments, subject to the regulations set forth in division 4 of article XXIX of this chapter; and

(i) Scavengers and waste collection from commercial facilities subject to the regulations set forth in chapter 21 of this code.

Sections 15-35 through 15-40 Reserved.

DIVISION 3. – MANDATORY BUSINESS REGISTRATION

Section 15-41. Purpose.

The purpose of this division is to promote the general health, safety, and welfare of the village and its residents by identifying and registering places of business located within the village. The village requires the registration of places of business for certain classes of business to ensure the efficient delivery of Village services, including police, fire, and emergency medical services, and to promote compliance with all zoning, building, fire, and health codes as well as federal and state licensure or certification.

Section 15-42. Registration required.

Mandatory business registration is required for businesses maintaining a fixed place of business in the village that may be otherwise licensed at the federal, state, or county levels. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a class of business identified in this division without first submitting and maintaining a mandatory business registration.

Section 15-43. Application requirements.

Businesses required to submit a mandatory registration must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9. State or federally licensed or certified facilities will be required to provide proof of current and valid licensure or certification.

Section 15-44. Fees.

The annual fee for a mandatory business registration shall be as established by the annual fee ordinance.

Section 15-45. Businesses required to register.

The following classes of business are required to submit and maintain a mandatory business registration:

(a) All industrial and manufacturing businesses maintaining a place of business in the village;

(b) Trades licensed by the state of Illinois maintaining a place of business in the village;

(c) Day care homes;

(d) Nursing homes and personal care facilities, including home-based care facilities; and

(e) Solicitors, subject to the regulations set forth subject to the regulations set forth in article XXI of this chapter.

Section 15-46. Additional regulations.

In addition to satisfying the requirements for a mandatory business registration, business may be subject to additional regulations and requirements set forth in subsequent articles of this chapter.

Sections 15-47 through 15-50 Reserved.

DIVISION 4. – OPTIONAL BUSINESS REGISTRATION

Section 15-51. Registration optional.

Businesses not required to obtain a license or submit a mandatory registration to the village are encouraged to submit an optional business registration to ensure the efficient delivery of Village services, including police, fire, and emergency medical services and assist the village in delivering information regarding such services to the business community.

Section 15-52. Application requirements.

Businesses submitting a optional business registration will be required to complete an application in a form provided by the village manager.

Section 15-53. No fee.

No fee will be charged to submit an optional business registration.

Section 15-53. Eligibility.

The following businesses, persons, and organizations may submit an optional business registration to the Village.

(a) Offices of professional service licensed by the state, including medical, dental, engineering, accounting, counseling, investing, banking, real estate, and home-based professional offices;

(b) Not-for-profit organizations including civic and fraternal organizations;

(c) Educational institutions;

(d) Faith-based institutions; and

(e) Governmental offices and facilities not associated with the village.

Sections 15-54through 15-55 Reserved.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

APRIL 14, 2024 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305783	KZF CONSTRUCTION, LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	5,000.00
305784	KLOEPFER CONSTRUCTION	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305785	MAGIC HOLDING LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305786	RELIANCE PLUMBING SEWER & DRAINAGE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305787	4266 W. GRACE LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
		CLASS 'A' TOTAL	**7,000.00**

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: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305861	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	37,743.92
305820	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	327.44
6533(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	34,000.00
6500(A)	ADVANCED TREE CARE	SERVICES - PW	780.00
6501(A)	AIR ONE EQUIPMENT INC	EQUIPMENT - FD	9,410.00
6502(A)	ALPHA PRIME COMMUNICATIONS	PARTS - PW	3,138.00
305790	AMALGAMATED BANK OF CHICAGO	ADMINISTRATION FEES - FIN	475.00
6527(A)	AMAZON.COM SERVICES, INC	SUPPLIES - FD/IT/DPS/GG	2,712.18
6529(A)	AMERICAN PRINTING TECHNOLOGIES INC	UTILITY BILLING - FIN	514.52
305878	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	320.00
305891	ANGELO WELLS	REIMBURSEMENT - PD	14.66
305888	ANITA BOZIC	REIMBURSEMENT - FIN	397.23
305789	AP TECHNOLOGY LLC	PRINTING - FIN	479.82
305886	APEX INDUSTRIAL AUTOMATION LLC	PARTS - PW	2,230.67
305853	ARTISTIC ENGRAVING	UNIFORMS - PD	365.75
305851	ATLAS BOBCAT, LLC	PARTS - PW	710.00
305849	AXON ENTERPRISE, INC	EQUIPMENT - PD (*)	39,821.78
305791	BOLDER CONTRACTORS INC	WATER MAIN REPAIR - DUNDEE RD - PW (*)	1,359,720.00
6503(A)	BOWMAN CONSULTING GROUP, LTD	PROFESSIONAL SERVICES - PW (*)	12,800.00
305792	BRANIFF COMMUNICATIONS INC	MAINTENANCE - FD	5,810.00
305892	BRETT KIM	REIMBURSEMENT - PD	1,077.21
6524(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	76.95
305793	CARAHSOFT TECHNOLOGY CORP	ANNUAL SUBSCRIPTION - IT (*)	84,418.20
6504(A)	CDW GOVERNMENT INC	ANNUAL MAINTENANCE - IT	1,950.00
305794	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	6,020.00
305893	CHRISTOPHER KENNEDY	REIMBURSEMENT - PD	700.27
305841	CINTAS CORPORATION #2	UNIFORMS - PW	174.88
305795	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	935.00
305798	COMCAST CABLE	TELECOMMUNICATIONS - IT	447.55
305797	COMCAST CABLE	CABLE/INTERNET- PD	125.88
305796	COMCAST CABLE	CABLE - PW	31.47
305799	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	4,426.83
305882	CONSENSUS CLOUD SOLUTIONS, LLC	ANNUAL SUBSCRIPTION - IT	99.95
305857	CONSERV FS, INC	SUPPLIES - PW	3,004.40
305875	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	48,821.98
6530(A)	CONSULTING ENGINEERING INC	SERVICES - PW	506.26
305800	CRIME ANALYSTS OF ILLINOIS ASSOC IL	MEMBERSHIP - PD	40.00
305801	CUTLER WORKWEAR	UNIFORMS - PW	1,025.87
305907	DANIEL & BROOKE KRUGER	WATER/SEWER REFUND - FIN	13.05
305894	DENISE JASSO	REIMBURSEMENT - PD	71.02
305890	DONALD WEINREIS	REIMBURSEMENT - PD	232.10
6505(A)	DOUGLAS TRUCK PARTS, INC	PARTS - PW	99.98
305868	EH WACHS	TOOLS - PW	3,280.00
305802	EL-COR INDUSTRIES, INC	PARTS - PW	1,380.40
305895	ERIC GUSTASON	REIMBURSEMENT - PD	139.97
305872	EXCEL OIL SERVICES	SERVICES - PW	90.00
6523(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,395.00
6525(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW	609.97
305874	FLOCK GROUP INC	EQUIPMENT - PD (*)	43,347.60
305803	FOOT STONE, INC	SERVICES - PW (*)	3,138.83
6506(A)	GALLS, LLC	UNIFORMS - PD	2,160.09
305846	GARLAND/DBS, INC	ROOFING PROJECT - PW CENTER - PW (*)	592,360.99
305804	GENE'S VILLAGE TOWING INC	SERVICES - PD	200.00
305805	GOLF MILL FORD	PARTS - PW	714.55

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305881	GORDON FLESCH COMPANY INC	EQUIPMENT - IT	2,441.00
6507(A)	GRAINGER	SUPPLIES - PW	1,243.06
6531(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,130.65
305806	GRAPHICS 2000 INC	PRINTING - FIN	775.03
6508(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	99.40
305852	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
305837	HIGH STAR TRAFFIC	SUPPLIES - PW	4,391.75
305807	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	434.16
305808	IL ASSOC OF PROPERTY & EVIDENCE MANAGERS	MEMBERSHIP - PD	35.00
305896	ILONA MYKHNYCH	REIMBURSEMENT - PD	117.71
305809	IMAGE SPECIALTIES OF GLENVIEW	SERVICE RECOGNITION - FD	190.00
305854	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT	6,901.95
305855	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	6,750.00
305810	J.G. UNIFORMS, INC	UNIFORMS - PD	354.00
305897	JAMES PLEPEL	REIMBURSEMENT - PD	35.90
305889	JEFF ZIEBKA	REIMBURSEMENT - PD	46.49
305898	JOHN SEILER	REIMBURSEMENT - PD	85.01
305811	JOHNSTONE SUPPLY	SUPPLIES - PW	99.90
305908	KANSTANTSIAN SHYROCHYN	DEPOSIT REFUND - FIN	75.00
305887	KATHLEEN YAVITT	REIMBURSEMENT - FD	108.01
6532(A)	KEEPER SECURITY, INC	ANNUAL SUBSCRIPTION - IT	2,222.00
305812	KUSTOM SIGNALS INC	EQUIPMENT - PW	2,590.25
305842	LABSOURCE, INC	SUPPLIES - FD	1,066.32
305813	LESMAN INSTRUMENT COMPANY	EQUIPMENT - PW	2,377.80
305876	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW	453.87
305909	LISA SPEED	WATER/SEWER REFUND - FIN	13.05
6522(A)	LIVEVIEW GPS INC	SUPPLIES - PD	837.35
6510(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	728.85
6535(A)	LTF REAL ESTATE COMPANY INC	ESCROW RELEASE - PW (*)	112,125.00
6516(A)	M.E.S	SCBA MAINTENANCE - FD	1,137.38
6528(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	512.25
305899	MARC FAINMAN	REIMBURSEMENT - PD	801.86
305905	MATT VANDERWEEL	REIMBURSEMENT - FD	31.09
305814	M-B COMPANIES, INC	PARTS - PW	604.80
6512(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	856.71
6513(A)	MEADE INC	SERVICES - PW	553.58
305815	MENONI & MOCOGNI, INC	MATERIALS - PW	5,106.75
305877	MESCADA LLC	PROFESSIONAL SERVICES - PW	4,160.00
305816	METROPOLITAN WATER RECLAMATION	SERVICES - PW	3,451.53
6534(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - PW (*)	2,548.00
6520(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	45.63
6514(A)	MID AMERICAN WATER OF WAUCONDA INC	SUPPLIES - PW	1,046.75
305873	MIDWEST POWER INDUSTRY, INC	PROFESSIONAL SERVICES - PW (*)	14,643.49
305900	MILLIE GOMEZ	REIMBURSEMENT - PD	48.22
305859	MINDSIGHT	PROFESSIONAL SERVICES - IT	6,541.85
305910	MITCHELL GRANGER	WATER/SEWER REFUND - FIN	120.70
305817	MORTON SALT, INC	ROCK SALT - PW (*)	33,018.21
6515(A)	MOTOROLA SOLUTIONS, INC	ANNUAL MAINTENANCE - PD/IT (*)	85,712.72
305818	MULTIPLE CONCRETE ACCESSORIES CORP	SUPPLIES - PW	261.60
305867	MUNICIPAL SYSTEMS LLC	ANNUAL SUBSCRIPTION - IT	2,500.00
6526(A)	MUNICIPALH20	PROFESSIONAL SERVICES - PW	4,200.00
305856	NAPA AUTO PARTS	PARTS - PW	662.01
305819	NEHER ELECTRIC SUPPLY, INC	SUPPLIES - PW	1,088.60
305879	NELBUD SERVICES, LLC	SERVICES - PW (*)	3,840.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305822	NICOR	UTILITIES - PW	1,419.49
305821	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	400.00
305823	NORTH SHORE GAS COMPANY	UTILITIES - PW	34.83
305825	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - GG	3,424.00
305824	NORTHSHORE UNIVERSITY HEALTHSYSTEM	TRAINING - FD	4,890.00
305885	NORTHWEST RIVER SUPPLIES, INC	SUPPLIES - FD	554.53
305871	PACE ANALYTICAL SERVICES, LLC	PROFESSIONAL SERVICES - PW	4,032.20
305847	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	513.98
305880	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	950.02
6517(A)	POMP'S TIRE SERVICE, INC	SERVICES - PW	2,570.24
305826	PREISER ANIMAL HOSPITAL	PROFESSIONAL SERVICES - PD	200.00
305858	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	977.00
305827	PUMPBIZ, INC	SUPPLIES - PW	502.43
305869	QUALITY POWER SOLUTIONS, LLC	MAINTENANCE AGREEMENT - PD	3,150.00
305862	RAECO RENTS LLC	SCBA MAINTENANCE - FD	2,127.24
6518(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	32,876.29
305828	RECORD INFORMATION SERVICES, INC	SUBSCRIPTION - DPS	959.00
305860	RICKMAN CONTRACT SERVICES, INC	PROFESSIONAL SERVICES - FIN	6,500.00
305884	RIPPLE PUBLIC RELATIONS LLC	PROFESSIONAL SERVICES - DPS	3,333.33
305864	ROGUE FITNESS	EQUIPMENT - PD	1,580.75
305829	ROSE PEST SOLUTIONS	PROFESSIONAL SERVICES - PD	107.00
305830	RUSH TRUCK CENTERS OF ILLINOIS	SERVICES - PW	210.60
305831	SHERWIN WILLIAMS	SUPPLIES - PW	263.54
305832	SPOK, INC	PAGERS - PW	61.25
305901	STAN FERGUSON	REIMBURSEMENT - PD	360.94
305833	STANDARD EQUIPMENT COMPANY	PARTS - PW	547.20
305834	SUBURBAN ACCENTS INC	SERVICES - FD	2,235.00
6519(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW	11,778.30
305835	SWANSONS BLOSSOM SHOP	SERVICES - PD	180.90
305863	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	3,249.05
305902	TERESA DREWES	REIMBURSEMENT - PD	418.74
6511(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
305866	THALMANN ALIGNMENT INC	SERVICES - PW	90.00
305836	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	443.00
305839	THOMSON REUTERS	SUBSCRIPTION - PD	633.66
305870	TODAY'S UNIFORMS INC	UNIFORMS - FD	496.50
305903	TODD FEINGOLD	REIMBURSEMENT - PD	418.74
305865	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	60.00
6509(A)	USABLUEBOOK	SUPPLIES - PW	2,310.93
305838	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	2,901.15
305906	VICTOR DEMYANIV	ESCROW RELEASE - PW	3,300.00
305845	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
305844	VILLAGE OF WINNETKA	ENTRANCE EXAM - FD	437.50
305788	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	4,320.00
6521(A)	WATER RESOURCES INC	PARTS - PW (*)	6,080.00
305848	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PW	119.00
305883	WAUSAU EQUIPMENT COMPANY LLC	PARTS - PW	7,304.37
305840	WEST SIDE TRACTOR SALES	PARTS - PW	362.19
305843	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PD	4,752.51
305904	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	418.74
305850	ZOLL MEDICAL CORP	SUPPLIES - FD	2,505.10
		CLASS 'A' TOTAL	**2,775,079.70**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
305781	ALAN SMITH	TUITION REIMBURSEMENT - PD	2,063.20
305655	ILLINOIS SECRETARY OF STATE	PLATES - PD	180.00
305656	ILLINOIS SECRETARY OF STATE	PLATES - PD	180.00
6499(A)	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	DEDUCTIBLE - GG	448.64
16(E)	IPBC	HEALTH INSURANCE - GG	606,087.78
406(E)	LOWE'S	SUPPLIES - PW	1,159.48
4/15/24	PAYROLL	4/15/2024 PAYROLL	1,000,478.20
305782	SUTTON FORD INC	NEW VEHICLES - PD	122,250.00
305780	VERIZON CONNECT NWF INC	SERVICES - PW	4,684.36
		CLASS 'B' TOTAL	**1,737,531.66**
		REPORT TOTAL	***4,512,611.36***

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

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305791	BOLDER CONTRACTORS INC	WATER MAIN REPAIR - DUNDEE RD - PW (*)	1,359,720.00
305846	GARLAND/DBS, INC	ROOFING PROJECT - PW CENTER - PW (*)	592,360.99
6535(A)	LTF REAL ESTATE COMPANY INC	ESCROW RELEASE - PW (*)	112,125.00
6515(A)	MOTOROLA SOLUTIONS, INC	ANNUAL MAINTENANCE - PD/IT (*)	85,712.72
305793	CARAHSOFT TECHNOLOGY CORP	ANNUAL SUBSCRIPTION - IT (*)	84,418.20
305875	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	48,821.98
305874	FLOCK GROUP INC	EQUIPMENT - PD (*)	43,347.60
305849	AXON ENTERPRISE, INC	EQUIPMENT - PD (*)	39,821.78
305861	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	37,743.92
6533(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	34,000.00
305817	MORTON SALT, INC	ROCK SALT - PW (*)	33,018.21
6518(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	32,876.29
305873	MIDWEST POWER INDUSTRY, INC	PROFESSIONAL SERVICES - PW (*)	14,643.49
6503(A)	BOWMAN CONSULTING GROUP, LTD	PROFESSIONAL SERVICES - PW (*)	12,800.00
6519(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW	11,778.30
6501(A)	AIR ONE EQUIPMENT INC	EQUIPMENT - FD	9,410.00
305883	WAUSAU EQUIPMENT COMPANY LLC	PARTS - PW	7,304.37
305854	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT	6,901.95
305855	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	6,750.00
305859	MINDSIGHT	PROFESSIONAL SERVICES - IT	6,541.85
305860	RICKMAN CONTRACT SERVICES, INC	PROFESSIONAL SERVICES - FIN	6,500.00
6521(A)	WATER RESOURCES INC	PARTS - PW (*)	6,080.00
305794	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	6,020.00
305792	BRANIFF COMMUNICATIONS INC	MAINTENANCE - FD	5,810.00
305852	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
305815	MENONI & MOCOGNI, INC	MATERIALS - PW	5,106.75
305824	NORTHSHORE UNIVERSITY HEALTHSYSTEM	TRAINING - FD	4,890.00
305843	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PD	4,752.51
305799	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	4,426.83
305837	HIGH STAR TRAFFIC	SUPPLIES - PW	4,391.75
305788	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	4,320.00
6526(A)	MUNICIPALH20	PROFESSIONAL SERVICES - PW	4,200.00
305877	MESCADA LLC	PROFESSIONAL SERVICES - PW	4,160.00
305871	PACE ANALYTICAL SERVICES, LLC	PROFESSIONAL SERVICES - PW	4,032.20
305879	NELBUD SERVICES, LLC	SERVICES - PW (*)	3,840.00
305816	METROPOLITAN WATER RECLAMATION	SERVICES - PW	3,451.53
305825	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - GG	3,424.00
6523(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,395.00
305884	RIPPLE PUBLIC RELATIONS LLC	PROFESSIONAL SERVICES - DPS	3,333.33
305906	VICTOR DEMYANIV	ESCROW RELEASE - PW	3,300.00
305868	EH WACHS	TOOLS - PW	3,280.00
305863	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	3,249.05
305869	QUALITY POWER SOLUTIONS, LLC	MAINTENANCE AGREEMENT - PD	3,150.00
305803	FOOT STONE, INC	SERVICES - PW (*)	3,138.83
6502(A)	ALPHA PRIME COMMUNICATIONS	PARTS - PW	3,138.00
6531(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,130.65
305857	CONSERV FS, INC	SUPPLIES - PW	3,004.40
305838	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	2,901.15
6527(A)	AMAZON.COM SERVICES, INC	SUPPLIES - FD/IT/DPS/GG	2,712.18
305812	KUSTOM SIGNALS INC	EQUIPMENT - PW	2,590.25
6517(A)	POMP'S TIRE SERVICE, INC	SERVICES - PW	2,570.24
6534(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - PW (*)	2,548.00
305850	ZOLL MEDICAL CORP	SUPPLIES - FD	2,505.10
305867	MUNICIPAL SYSTEMS LLC	ANNUAL SUBSCRIPTION - IT	2,500.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305881	GORDON FLESCH COMPANY INC	EQUIPMENT - IT	2,441.00
305813	LESMAN INSTRUMENT COMPANY	EQUIPMENT - PW	2,377.80
6509(A)	USABLUEBOOK	SUPPLIES - PW	2,310.93
305834	SUBURBAN ACCENTS INC	SERVICES - FD	2,235.00
305886	APEX INDUSTRIAL AUTOMATION LLC	PARTS - PW	2,230.67
6532(A)	KEEPER SECURITY, INC	ANNUAL SUBSCRIPTION - IT	2,222.00
6506(A)	GALLS, LLC	UNIFORMS - PD	2,160.09
305862	RAECO RENTS LLC	SCBA MAINTENANCE - FD	2,127.24
6504(A)	CDW GOVERNMENT INC	ANNUAL MAINTENANCE - IT	1,950.00
6511(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
305864	ROGUE FITNESS	EQUIPMENT - PD	1,580.75
305822	NICOR	UTILITIES - PW	1,419.49
305802	EL-COR INDUSTRIES, INC	PARTS - PW	1,380.40
6507(A)	GRAINGER	SUPPLIES - PW	1,243.06
6516(A)	M.E.S	SCBA MAINTENANCE - FD	1,137.38
305819	NEHER ELECTRIC SUPPLY, INC	SUPPLIES - PW	1,088.60
305892	BRETT KIM	REIMBURSEMENT - PD	1,077.21
305842	LABSOURCE, INC	SUPPLIES - FD	1,066.32
6514(A)	MID AMERICAN WATER OF WAUCONDA INC	SUPPLIES - PW	1,046.75
305801	CUTLER WORKWEAR	UNIFORMS - PW	1,025.87
305858	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	977.00
305828	RECORD INFORMATION SERVICES, INC	SUBSCRIPTION - DPS	959.00
305880	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	950.02
305795	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	935.00
6512(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	856.71
6522(A)	LIVEVIEW GPS INC	SUPPLIES - PD	837.35
305899	MARC FAINMAN	REIMBURSEMENT - PD	801.86
6500(A)	ADVANCED TREE CARE	SERVICES - PW	780.00
305806	GRAPHICS 2000 INC	PRINTING - FIN	775.03
6510(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	728.85
305805	GOLF MILL FORD	PARTS - PW	714.55
305851	ATLAS BOBCAT, LLC	PARTS - PW	710.00
305893	CHRISTOPHER KENNEDY	REIMBURSEMENT - PD	700.27
305856	NAPA AUTO PARTS	PARTS - PW	662.01
305839	THOMSON REUTERS	SUBSCRIPTION - PD	633.66
6525(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW	609.97
305814	M-B COMPANIES, INC	PARTS - PW	604.80
305885	NORTHWEST RIVER SUPPLIES, INC	SUPPLIES - FD	554.53
6513(A)	MEADE INC	SERVICES - PW	553.58
305833	STANDARD EQUIPMENT COMPANY	PARTS - PW	547.20
6529(A)	AMERICAN PRINTING TECHNOLOGIES INC	UTILITY BILLING - FIN	514.52
305847	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	513.98
6528(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	512.25
6530(A)	CONSULTING ENGINEERING INC	SERVICES - PW	506.26
305827	PUMPBIZ, INC	SUPPLIES - PW	502.43
305870	TODAY'S UNIFORMS INC	UNIFORMS - FD	496.50
305789	AP TECHNOLOGY LLC	PRINTING - FIN	479.82
305790	AMALGAMATED BANK OF CHICAGO	ADMINISTRATION FEES - FIN	475.00
305876	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW	453.87
305845	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
305798	COMCAST CABLE	TELECOMMUNICATIONS - IT	447.55
305836	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	443.00
305844	VILLAGE OF WINNETKA	ENTRANCE EXAM - FD	437.50
305807	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	434.16

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305902	TERESA DREWES	REIMBURSEMENT - PD	418.74
305903	TODD FEINGOLD	REIMBURSEMENT - PD	418.74
305904	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	418.74
305821	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	400.00
305888	ANITA BOZIC	REIMBURSEMENT - FIN	397.23
305853	ARTISTIC ENGRAVING	UNIFORMS - PD	365.75
305840	WEST SIDE TRACTOR SALES	PARTS - PW	362.19
305901	STAN FERGUSON	REIMBURSEMENT - PD	360.94
305810	J.G. UNIFORMS, INC	UNIFORMS - PD	354.00
305820	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	327.44
305878	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	320.00
305831	SHERWIN WILLIAMS	SUPPLIES - PW	263.54
305818	MULTIPLE CONCRETE ACCESSORIES CORP	SUPPLIES - PW	261.60
305890	DONALD WEINREIS	REIMBURSEMENT - PD	232.10
305830	RUSH TRUCK CENTERS OF ILLINOIS	SERVICES - PW	210.60
305804	GENE'S VILLAGE TOWING INC	SERVICES - PD	200.00
305826	PREISER ANIMAL HOSPITAL	PROFESSIONAL SERVICES - PD	200.00
305809	IMAGE SPECIALTIES OF GLENVIEW	SERVICE RECOGNITION - FD	190.00
305835	SWANSONS BLOSSOM SHOP	SERVICES - PD	180.90
305841	CINTAS CORPORATION #2	UNIFORMS - PW	174.88
305895	ERIC GUSTASON	REIMBURSEMENT - PD	139.97
305797	COMCAST CABLE	CABLE/INTERNET- PD	125.88
305910	MITCHELL GRANGER	WATER/SEWER REFUND - FIN	120.70
305848	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PW	119.00
305896	ILONA MYKHNYCH	REIMBURSEMENT - PD	117.71
305887	KATHLEEN YAVITT	REIMBURSEMENT - FD	108.01
305829	ROSE PEST SOLUTIONS	PROFESSIONAL SERVICES - PD	107.00
6505(A)	DOUGLAS TRUCK PARTS, INC	PARTS - PW	99.98
305882	CONSENSUS CLOUD SOLUTIONS, LLC	ANNUAL SUBSCRIPTION - IT	99.95
305811	JOHNSTONE SUPPLY	SUPPLIES - PW	99.90
6508(A)	HAVEY COMMUNICATIONS, INC	PARTS - PW	99.40
305866	THALMANN ALIGNMENT INC	SERVICES - PW	90.00
305872	EXCEL OIL SERVICES	SERVICES - PW	90.00
305898	JOHN SEILER	REIMBURSEMENT - PD	85.01
6524(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	76.95
305908	KANSTANTSIAN SHYROCHYN	DEPOSIT REFUND - FIN	75.00
305894	DENISE JASSO	REIMBURSEMENT - PD	71.02
305832	SPOK, INC	PAGERS - PW	61.25
305865	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	60.00
305900	MILLIE GOMEZ	REIMBURSEMENT - PD	48.22
305889	JEFF ZIEBKA	REIMBURSEMENT - PD	46.49
6520(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	45.63
305800	CRIME ANALYSTS OF ILLINOIS ASSOC IL	MEMBERSHIP - PD	40.00
305897	JAMES PLEPEL	REIMBURSEMENT - PD	35.90
305808	IL ASSOC OF PROPERTY & EVIDENCE MANAGERS	MEMBERSHIP - PD	35.00
305823	NORTH SHORE GAS COMPANY	UTILITIES - PW	34.83
305796	COMCAST CABLE	CABLE - PW	31.47
305905	MATT VANDERWEEL	REIMBURSEMENT - FD	31.09
305891	ANGELO WELLS	REIMBURSEMENT - PD	14.66
305907	DANIEL & BROOKE KRUGER	WATER/SEWER REFUND - FIN	13.05
305909	LISA SPEED	WATER/SEWER REFUND - FIN	13.05
		CLASS 'A' TOTAL	**2,775,079.70**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 1, 2024 - APRIL 15, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
4/15/24	PAYROLL	4/15/2024 PAYROLL	1,000,478.20
16(E)	IPBC	HEALTH INSURANCE - GG	606,087.78
305782	SUTTON FORD INC	NEW VEHICLES - PD	122,250.00
305780	VERIZON CONNECT NWF INC	SERVICES - PW	4,684.36
305781	ALAN SMITH	TUITION REIMBURSEMENT - PD	2,063.20
406(E)	LOWE'S	SUPPLIES - PW	1,159.48
6499(A)	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	DEDUCTIBLE - GG	448.64
305655	ILLINOIS SECRETARY OF STATE	PLATES - PD	180.00
305656	ILLINOIS SECRETARY OF STATE	PLATES - PD	180.00
		CLASS 'B' TOTAL	**1,737,531.66**
		REPORT TOTAL	***4,512,611.36***

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

APRIL 29, 2024 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305911	RONALD & ROSE MARIE BETZ	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	6,220.80
305912	DESIGN FIRST BUILDERS LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	5,000.00
305913	MERGENTHALER, INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305914	KLOEPFER CONSTRUCTION	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305915	RELIANCE PLUMBING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305916	EDWARD & DORIE GATY	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
305917	THE GREAT RENOVATION	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305918	RAVINIA PLUMBING & HEATING CO.	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305919	BUILDING INNOVATIONS INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	3,500.00
305920	ABT ELECTRONICS, INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	50.00
305921	RED ROCK CUSTOM HOMES LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
305922	PLUS BUILDING & HARDWOOD FLOORING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
305923	KLOEPFER CONSTRUCTION	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305924	BILL'S PLUMBING AND SEWER, INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305925	FAENA PEYSAKHOVICH	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	100.00
305926	ROTO ROOTER SERVICES	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
305927	24-7 PLUMBING 4U INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305928	ROTO ROOTER SERVICES	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
305929	ROTO ROOTER SERVICES	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
		CLASS 'A' TOTAL	**23,870.80**

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

of 20 .

Village President

ATTEST:

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6559(A)	A.W. ZENGELER CLEANERS, INC	SERVICES - PD	224.10
305958	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	676.92
6536(A)	ADVANCED TREE CARE	SERVICES - PW	2,530.00
6537(A)	AIR ONE EQUIPMENT INC	EQUIPMENT & PARTS - FD	11,017.00
306009	AL WARREN OIL CO INC	FUEL - PW	25,745.07
6538(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW (*)	6,368.00
306004	ALLEGRA MARKETING, PRINT AND MAIL	SUPPLIES - FD	868.36
6563(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/PW/IT/FIN/FD	4,000.67
306023	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	325.00
306044	ANDREW CISZEK	REIMBURSEMENT - PD	764.56
306040	ANGELA BAIOCCHI	REIMBURSEMENT - PD	130.17
306045	ANGELIKA MCGEE	REIMBURSEMENT - PD	167.27
6539(A)	APPLIED CONCEPTS INC	PARTS - PW	191.00
6540(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	120.65
305934	ARTHUR CLESEN, INC	SUPPLIES - PW	789.52
305995	ARTISTIC ENGRAVING	UNIFORMS - FD	12,225.50
305994	ARTISTIC ENGRAVING	UNIFORMS - PD	476.77
305933	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	8,721.96
6542(A)	BATTERY SERVICE CORPORATION	PARTS - PW	188.00
306079	BEN RICHARDS	WATER/SEWER REFUND - FIN	41.86
306031	BLOCK ELECTRIC COMPANY INC	PROFESSIONAL SERVICES - IT	6,300.00
306046	BRENDAN CAIN	REIMBURSEMENT - PD	1,012.78
306047	BRETT KIM	REIMBURSEMENT - PD	27.26
305930	BROTHERS ASPHALT PAVING, INC	PROFESSIONAL SERVICES - PW (*)	13,792.08
306048	BRYAN MEENTS	REIMBURSEMENT - PD	310.97
6561(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	74.15
306035	CAROL ABRAHAMS	PERMIT REFUND - PD	5.00
305965	CASH	PETTY CASH - FD	508.94
306033	CATHY FOSTER	AMBULANCE OVERPAYMENT REFUND - FD	775.54
6544(A)	CDW GOVERNMENT INC.	SERVICES - PW	605.46
305931	CELLEBRITE INC	ANNUAL LICENSE RENEWAL - PD	4,550.00
305996	CENTER FOR FAMILY CONSULTATION	TRAINING - PD	250.00
306075	CHARLES RUMMEL	PARKING TICKET REFUND - FIN	5.00
305932	CHICAGO TRIBUNE	PUBLISHING - FIN	232.68
306049	CHRISTOPHER LACINA	REIMBURSEMENT - PD	137.46
305985	CINTAS CORPORATION #2	SUPPLIES - PD	447.93
305986	CINTAS CORPORATION #2	UNIFORMS - PW	174.88
305935	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - DPS	2,233.00
305936	COOK COUNTY TREASURER	PROPERTY TAX - FIN	53.83
305937	COSTAR REALTY INFORMATION INC	PROFESSIONAL SERVICES - DPS	1,036.35
305939	CUSTOM PRINT GRAPHICS	UNIFORMS - PD	21.00
305938	CUSTOM PRINT GRAPHICS	UNIFORMS - PD	10.50
305941	DELL MARKETING L.P.	ANNUAL MAINTENANCE - IT	674.40
306050	DENISE JASSO	REIMBURSEMENT - PD	182.91
305942	DIMEO BROS., INC.	WATER MAIN REPAIR - PW (*)	30,455.75
306072	DONALD CARPENTER	REIMBURSEMENT - FD	163.47
306043	DONALD WEINREIS	REIMBURSEMENT - PD	86.40
306051	DORACELY CHAVEZ	REIMBURSEMENT - PD	45.02
306052	DORIS OTERO	REIMBURSEMENT - PD	28.24
306012	DR. ROBIN KROLL INC	PROFESSIONAL SERVICES - FD	950.00
306034	EDGAR MARTINEZ	ALARM REFUND - FIN	120.00
305943	EL-COR INDUSTRIES, INC.	PARTS - PW	685.46

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306000	ELGIN RECYCLING, INC	PARTS - PW	38.00
305999	EMBROIDME 519	UNIFORMS - FD	37.78
305944	EMPLOYEE ASSISTANCE PRO ASSOC	MEMBERSHIP - PD	195.00
306053	ERIC GUSTASON	REIMBURSEMENT - PD	25.33
305945	FEDEX	SHIPPING - PW	21.45
306021	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	2,370.00
6560(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	7,163.40
6562(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	270.02
305988	FIRST STUDENT, INC	STUDENT GOVERNMENT DAY - GG	590.00
305946	FOOT STONE, INC	PROFESSIONAL SERVICES - PW (*)	3,138.83
306054	GABRIELA MENDOZA	REIMBURSEMENT - PD	113.18
6545(A)	GALLS, LLC	UNIFORMS - PD	5,094.42
306055	GINA MANSKI	REIMBURSEMENT - PD	51.00
305947	GOLF MILL FORD	PARTS - PW	488.89
306027	GORDON FLESCH COMPANY INC.	PRINTING - IT	100.59
6546(A)	GRAINGER	SUPPLIES - PW	435.58
305948	GRAPHICS 2000 INC	SUPPLIES - FIN	1,444.16
305998	GRIFFON SYSTEMS, INC	SUPPLIES - PW	350.00
6547(A)	HAVEY COMMUNICATIONS, INC.	EQUIPMENT & PARTS - PW	6,193.70
305993	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
305982	HIGH STAR TRAFFIC	SUPPLIES - PW	1,806.25
305949	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	573.72
306007	HORNER & SHIFRIN, INC.	PROFESSIONAL SERVICES - PW (*)	6,319.97
306025	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	4,866.25
306016	IDENTISYS INC	ANNUAL MAINTENANCE - IT	1,205.00
305950	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	106.82
306002	IL DEPT OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT	1,833.91
305951	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
305972	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
305973	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
305974	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
306056	ILONA MYKHNYCH	TUITION REIMBURSEMENT - PD	4,505.80
305952	IMAGE SPECIALTIES OF GLENVIEW	RECOGNITION - PD	138.00
305953	INFO-TECH RESEARCH GROUP INC	ANNUAL SUBSCRIPTION - IT	5,032.59
305997	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT (*)	23,592.16
306001	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	2,180.00
305954	J.G. UNIFORMS, INC	UNIFORMS - PD	11,980.99
306011	J.S. PRINTING, INC	SUPPLIES - PW	863.00
306073	JACOB O'KERNS	REIMBURSEMENT - FD	40.00
306074	JEFFREY ANDERSON	REIMBURSEMENT - FD	735.88
306057	JOHN SEILER	REIMBURSEMENT - PD	342.45
306058	JON GARCIA	REIMBURSEMENT - PD	150.00
306059	JONATHAN SALMI	REIMBURSEMENT - PD	40.00
306037	JOSEPH KINNEY	REIMBURSEMENT - FD	40.00
305987	LABSOURCE, INC.	SUPPLIES - FD	977.46
305955	LESMAN INSTRUMENT COMPANY	SUPPLIES - PW	418.95
306017	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW	312.48
6549(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	162.19
6551(A)	M.E.S.	SCBA MAINTENANCE - FD	468.88
6564(A)	MACQUEEN EMERGENCY GROUP	SERVICES - PW	1,205.29
306076	MAIA SHARASHIDZE	PARKING TICKET REFUND - FIN	10.00
306060	MARC FAINMAN	REIMBURSEMENT - PD	616.90

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6550(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	221.55
306041	MELISSA PIERCE	REIMBURSEMENT - PD	322.21
305956	MENONI & MOCOGNI, INC	SUPPLIES - PW	1,440.60
306019	MESCADA LLC	SERVICES - PW	1,811.00
6567(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG (*)	9,554.00
6568(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - PW (*)	6,734.00
306061	MICHAEL SHERMAN	REIMBURSEMENT - PD	95.00
306062	MICHAEL TRACY	REIMBURSEMENT - PD	293.18
6556(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	142.43
306038	MICHELLE KOSO	REIMBURSEMENT - PD	114.29
306020	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	14,625.00
306063	MILLIE GOMEZ	REIMBURSEMENT - PD	120.54
306008	MINDSIGHT	ANNUAL MAINTENANCE - IT	15,335.65
305957	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	196.20
306030	MUSTANG SURVIVAL MFG, INC	SUPPLIES - FD	1,511.52
306018	MYSTAIRE, INC	SUPPLIES - PD	376.00
306005	NAPA AUTO PARTS	PARTS - PW	2,115.66
306024	NELBUD SERVICES, LLC	PROFESSIONAL SERVICES - PW (*)	3,213.95
6569(A)	NEWCASTLE ELECTRIC INC	PROFESSIONAL SERVICES - PW (*)	86,400.00
6565(A)	NEWGEN STRATEGIES & SOLUTIONS, LLC	PROFESSIONAL SERVICES - PW (*)	3,645.00
6566(A)	NEWGEN STRATEGIES & SOLUTIONS, LLC	PROFESSIONAL SERVICES - PW	900.00
306064	NICHOLE OCHAB	REIMBURSEMENT - PD	71.51
305959	NICOR	UTILITIES - PW	94.58
306010	NOBLE TEC LLC	ANNUAL SUBSCRIPTION - IT	4,506.90
305962	NORTH SUBURBAN YMCA	CULTURAL FAIR - GG	700.00
305960	NORTHERN ILLINOIS POLICE ALARM	SERVICES - PD	17.50
305961	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PD	532.00
305964	NORTHWEST FREIGHTLINER	PARTS - PW	2,193.85
305963	NORTHWESTERN UNIVERSITY CENTER	TRAINING - PD	1,100.00
306065	PANAGIOTA CALIENDO	REIMBURSEMENT - PD	173.28
6552(A)	PARKMOBILE, LLC	SERVICES - PW	1,471.55
306014	PEERLESS NETWORK, INC	TELECOMMUNICATIONS - IT	5,151.09
305966	PLANET PROMOTIONS, INC.	ADS - GG	2,100.00
306036	PLUS BUILDING & HARDWOOD FLOORING	BUILDING PERMIT REFUND - DPS	41.60
305967	PREISER ANIMAL HOSPITAL	PROFESSIONAL SERVICES - PD	237.42
306077	PRITHVI JINKALA	WATER/SEWER REFUND - FIN	5.75
306006	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	392.00
306028	PROFORM TECHNOLOGIES, INC	SUPPLIES - GG	668.00
6553(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	26,597.30
305968	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
306066	ROBERT BUJAK	REIMBURSEMENT - PD	338.26
6541(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,260.00
305969	ROTARY CLUB OF NORTHBROOK	MEMBERSHIPS - GG	250.00
305970	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	940.00
305971	SAFE KIDS WORLDWIDE	TRAINING - PD	380.00
306067	SCOTT LUBIAK	REIMBURSEMENT - PD	358.31
305975	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT	1,132.50
306026	SHAFCOM	SUPPLIES - PD	1,679.96
306032	SHAHIMA ASMAL	CULTURAL FAIR - GG	165.00
305976	SHERWIN WILLIAMS	SUPPLIES - PW	12.18
6554(A)	SIRCHIE	SUPPLIES - PD	189.80
306022	SIUNIK INC	CULTURAL FAIR - GG	250.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306029	SOUND OF WISHES	CULTURAL FAIR - GG	250.00
306068	STAN FERGUSON	REIMBURSEMENT - PD	245.08
305977	STANDARD EQUIPMENT COMPANY	PARTS - PW	375.95
305991	STATE GRAPHICS	SUPPLIES - GG/PD	557.00
305979	STRYKER SALES CORP	EQUIPMENT MAINTENANCE - FD	471.96
305978	STRYKER SALES CORP.	EQUIPMENT MAINTENANCE - FD	523.00
305980	SUBURBAN ACCENTS INC.	SERVICES - PD	1,050.00
306078	SUNGARD SERV. CO.	WATER/SEWER REFUND - FIN	81.40
306003	SUSAN BRUNNER	PROFESSIONAL SERVICES - GG	2,400.00
306042	TERRENCE JORIA	REIMBURSEMENT - PD	63.15
305981	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	3,096.00
306015	TITAN CLOUD SOFTWARE, LLC	ANNUAL MAINTENANCE - IT	5,000.00
306013	TODAY'S UNIFORMS INC	UNIFORMS - FD	1,294.95
306069	TODD FEINGOLD	REIMBURSEMENT - PD	193.19
306070	TRACY OLALDE	REIMBURSEMENT - PD	150.00
305983	UEMSI/HTV INC.	SERVICES - PW	1,999.00
305984	ULINE, INC	SUPPLIES - FD	218.92
305989	ULTRA STROBE COMMUNICATIONS, INC	EQUIPMENT - PD	5,109.60
6548(A)	USABLUEBOOK	SUPPLIES - PW	348.17
305940	W S DARLEY & COMPANY	SUPPLIES - FD	818.00
6557(A)	WATER RESOURCES INC	WATER METERS - PW (*)	19,136.25
305990	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	418.00
6555(A)	WEIDNER FARMS MATERIAL INC	MATERIAL HAULING & DISPOSAL - PW (*)	26,391.24
6558(A)	WELCH BROS., INC	SUPPLIES - PW	537.00
306071	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	311.60
6543(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	1,443.93
305992	ZOLL MEDICAL CORP	SUPPLIES - FD	2,983.98
		CLASS 'A' TOTAL	**576,239.60**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
4(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	9,857.92
408(E)	LOWE'S	SUPPLIES - PW	1,138.70
407(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	75,684.00
4/30/24	PAYROLL	4/30/2024 PAYROLL	1,006,563.75
4/30/24	PAYROLL	4/30/2024 PAYROLL	305,763.26
4/29/24	PAYROLL	4/29/2024 PAYROLL	147,587.10
		CLASS 'B' TOTAL	**1,546,594.73**
		REPORT TOTAL	***2,122,834.33***

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

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6569(A)	NEWCASTLE ELECTRIC INC	PROFESSIONAL SERVICES - PW (*)	86,400.00
305968	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
305942	DIMEO BROS., INC.	WATER MAIN REPAIR - PW (*)	30,455.75
6553(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	26,597.30
6555(A)	WEIDNER FARMS MATERIAL INC	MATERIAL HAULING & DISPOSAL - PW (*)	26,391.24
306009	AL WARREN OIL CO INC	FUEL - PW	25,745.07
305997	INSIGHT PUBLIC SECTOR, INC	ANNUAL SUBSCRIPTION - IT (*)	23,592.16
6557(A)	WATER RESOURCES INC	WATER METERS - PW (*)	19,136.25
306008	MINDSIGHT	ANNUAL MAINTENANCE - IT	15,335.65
306020	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	14,625.00
305930	BROTHERS ASPHALT PAVING, INC	PROFESSIONAL SERVICES - PW (*)	13,792.08
305995	ARTISTIC ENGRAVING	UNIFORMS - FD	12,225.50
305954	J.G. UNIFORMS, INC	UNIFORMS - PD	11,980.99
6537(A)	AIR ONE EQUIPMENT INC	EQUIPMENT & PARTS - FD	11,017.00
6567(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG (*)	9,554.00
305933	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	8,721.96
6560(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	7,163.40
6568(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - PW (*)	6,734.00
6538(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW (*)	6,368.00
306007	HORNER & SHIFRIN, INC.	PROFESSIONAL SERVICES - PW (*)	6,319.97
306031	BLOCK ELECTRIC COMPANY INC	PROFESSIONAL SERVICES - IT	6,300.00
6547(A)	HAVEY COMMUNICATIONS, INC.	EQUIPMENT & PARTS - PW	6,193.70
305993	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
306014	PEERLESS NETWORK, INC	TELECOMMUNICATIONS - IT	5,151.09
305989	ULTRA STROBE COMMUNICATIONS, INC	EQUIPMENT - PD	5,109.60
6545(A)	GALLS, LLC	UNIFORMS - PD	5,094.42
305953	INFO-TECH RESEARCH GROUP INC	ANNUAL SUBSCRIPTION - IT	5,032.59
306015	TITAN CLOUD SOFTWARE, LLC	ANNUAL MAINTENANCE - IT	5,000.00
306025	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	4,866.25
305931	CELLEBRITE INC	ANNUAL LICENSE RENEWAL - PD	4,550.00
306010	NOBLE TEC LLC	ANNUAL SUBSCRIPTION - IT	4,506.90
306056	ILONA MYKHNYCH	TUITION REIMBURSEMENT - PD	4,505.80
6563(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/PW/IT/FIN/FD	4,000.67
6565(A)	NEWGEN STRATEGIES & SOLUTIONS, LLC	PROFESSIONAL SERVICES - PW (*)	3,645.00
306024	NELBUD SERVICES, LLC	PROFESSIONAL SERVICES - PW (*)	3,213.95
305946	FOOT STONE, INC	PROFESSIONAL SERVICES - PW (*)	3,138.83
305981	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	3,096.00
305992	ZOLL MEDICAL CORP	SUPPLIES - FD	2,983.98
6536(A)	ADVANCED TREE CARE	SERVICES - PW	2,530.00
306003	SUSAN BRUNNER	PROFESSIONAL SERVICES - GG	2,400.00
306021	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	2,370.00
305935	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - DPS	2,233.00
305964	NORTHWEST FREIGHTLINER	PARTS - PW	2,193.85
306001	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	2,180.00
306005	NAPA AUTO PARTS	PARTS - PW	2,115.66
305966	PLANET PROMOTIONS, INC.	ADS - GG	2,100.00
305983	UEMSI/HTV INC.	SERVICES - PW	1,999.00
306002	IL DEPT OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT	1,833.91
306019	MESCADA LLC	SERVICES - PW	1,811.00
305982	HIGH STAR TRAFFIC	SUPPLIES - PW	1,806.25
306026	SHAFCOM	SUPPLIES - PD	1,679.96
306030	MUSTANG SURVIVAL MFG, INC	SUPPLIES - FD	1,511.52

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6552(A)	PARKMOBILE, LLC	SERVICES - PW	1,471.55
305948	GRAPHICS 2000 INC	SUPPLIES - FIN	1,444.16
6543(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	1,443.93
305956	MENONI & MOCOGNI, INC	SUPPLIES - PW	1,440.60
306013	TODAY'S UNIFORMS INC	UNIFORMS - FD	1,294.95
6541(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,260.00
6564(A)	MACQUEEN EMERGENCY GROUP	SERVICES - PW	1,205.29
306016	IDENTISYS INC	ANNUAL MAINTENANCE - IT	1,205.00
305975	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT	1,132.50
305963	NORTHWESTERN UNIVERSITY CENTER	TRAINING - PD	1,100.00
305980	SUBURBAN ACCENTS INC.	SERVICES - PD	1,050.00
305937	COSTAR REALTY INFORMATION INC	PROFESSIONAL SERVICES - DPS	1,036.35
306046	BRENDAN CAIN	REIMBURSEMENT - PD	1,012.78
305987	LABSOURCE, INC.	SUPPLIES - FD	977.46
306012	DR. ROBIN KROLL INC	PROFESSIONAL SERVICES - FD	950.00
305970	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	940.00
6566(A)	NEWGEN STRATEGIES & SOLUTIONS, LLC	PROFESSIONAL SERVICES - PW	900.00
306004	ALLEGRA MARKETING, PRINT AND MAIL	SUPPLIES - FD	868.36
306011	J.S. PRINTING, INC	SUPPLIES - PW	863.00
305940	W S DARLEY & COMPANY	SUPPLIES - FD	818.00
305934	ARTHUR CLESEN, INC	SUPPLIES - PW	789.52
306033	CATHY FOSTER	AMBULANCE OVERPAYMENT REFUND - FD	775.54
306044	ANDREW CISZEK	REIMBURSEMENT - PD	764.56
306074	JEFFREY ANDERSON	REIMBURSEMENT - FD	735.88
305962	NORTH SUBURBAN YMCA	CULTURAL FAIR - GG	700.00
305943	EL-COR INDUSTRIES, INC.	PARTS - PW	685.46
305958	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	676.92
305941	DELL MARKETING L.P.	ANNUAL MAINTENANCE - IT	674.40
306028	PROFORM TECHNOLOGIES, INC	SUPPLIES - GG	668.00
306060	MARC FAINMAN	REIMBURSEMENT - PD	616.90
6544(A)	CDW GOVERNMENT INC.	SERVICES - PW	605.46
305988	FIRST STUDENT, INC	STUDENT GOVERNMENT DAY - GG	590.00
305949	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	573.72
305991	STATE GRAPHICS	SUPPLIES - GG/PD	557.00
6558(A)	WELCH BROS., INC	SUPPLIES - PW	537.00
305961	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PD	532.00
305978	STRYKER SALES CORP.	EQUIPMENT MAINTENANCE - FD	523.00
305965	CASH	PETTY CASH - FD	508.94
305947	GOLF MILL FORD	PARTS - PW	488.89
305994	ARTISTIC ENGRAVING	UNIFORMS - PD	476.77
305979	STRYKER SALES CORP	EQUIPMENT MAINTENANCE - FD	471.96
6551(A)	M.E.S.	SCBA MAINTENANCE - FD	468.88
305985	CINTAS CORPORATION #2	SUPPLIES - PD	447.93
6546(A)	GRAINGER	SUPPLIES - PW	435.58
305955	LESMAN INSTRUMENT COMPANY	SUPPLIES - PW	418.95
305990	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	418.00
306006	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	392.00
305971	SAFE KIDS WORLDWIDE	TRAINING - PD	380.00
306018	MYSTAIRE, INC	SUPPLIES - PD	376.00
305977	STANDARD EQUIPMENT COMPANY	PARTS - PW	375.95
306067	SCOTT LUBIAK	REIMBURSEMENT - PD	358.31
305998	GRIFFON SYSTEMS, INC	SUPPLIES - PW	350.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6548(A)	USABLUEBOOK	SUPPLIES - PW	348.17
306057	JOHN SEILER	REIMBURSEMENT - PD	342.45
306066	ROBERT BUJAK	REIMBURSEMENT - PD	338.26
306023	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	325.00
306041	MELISSA PIERCE	REIMBURSEMENT - PD	322.21
306017	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW	312.48
306071	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	311.60
306048	BRYAN MEENTS	REIMBURSEMENT - PD	310.97
305951	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
306062	MICHAEL TRACY	REIMBURSEMENT - PD	293.18
6562(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	270.02
305969	ROTARY CLUB OF NORTHBROOK	MEMBERSHIPS - GG	250.00
305996	CENTER FOR FAMILY CONSULTATION	TRAINING - PD	250.00
306022	SIUNIK INC	CULTURAL FAIR - GG	250.00
306029	SOUND OF WISHES	CULTURAL FAIR - GG	250.00
306068	STAN FERGUSON	REIMBURSEMENT - PD	245.08
305967	PREISER ANIMAL HOSPITAL	PROFESSIONAL SERVICES - PD	237.42
305932	CHICAGO TRIBUNE	PUBLISHING - FIN	232.68
6559(A)	A.W. ZENGELER CLEANERS, INC	SERVICES - PD	224.10
6550(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	221.55
305984	ULINE, INC	SUPPLIES - FD	218.92
305957	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	196.20
305944	EMPLOYEE ASSISTANCE PRO ASSOC	MEMBERSHIP - PD	195.00
306069	TODD FEINGOLD	REIMBURSEMENT - PD	193.19
6539(A)	APPLIED CONCEPTS INC	PARTS - PW	191.00
6554(A)	SIRCHIE	SUPPLIES - PD	189.80
6542(A)	BATTERY SERVICE CORPORATION	PARTS - PW	188.00
306050	DENISE JASSO	REIMBURSEMENT - PD	182.91
305986	CINTAS CORPORATION #2	UNIFORMS - PW	174.88
306065	PANAGIOTA CALIENDO	REIMBURSEMENT - PD	173.28
305972	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
305973	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
305974	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
306045	ANGELIKA MCGEE	REIMBURSEMENT - PD	167.27
306032	SHAHIMA ASMAL	CULTURAL FAIR - GG	165.00
306072	DONALD CARPENTER	REIMBURSEMENT - FD	163.47
6549(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	162.19
306058	JON GARCIA	REIMBURSEMENT - PD	150.00
306070	TRACY OLALDE	REIMBURSEMENT - PD	150.00
6556(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	142.43
305952	IMAGE SPECIALTIES OF GLENVIEW	RECOGNITION - PD	138.00
306049	CHRISTOPHER LACINA	REIMBURSEMENT - PD	137.46
306040	ANGELA BAIOCCHI	REIMBURSEMENT - PD	130.17
6540(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	120.65
306063	MILLIE GOMEZ	REIMBURSEMENT - PD	120.54
306034	EDGAR MARTINEZ	ALARM REFUND - FIN	120.00
306038	MICHELLE KOSO	REIMBURSEMENT - PD	114.29
306054	GABRIELA MENDOZA	REIMBURSEMENT - PD	113.18
305950	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	106.82
306027	GORDON FLESCH COMPANY INC.	PRINTING - IT	100.59
306061	MICHAEL SHERMAN	REIMBURSEMENT - PD	95.00
305959	NICOR	UTILITIES - PW	94.58

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306043	DONALD WEINREIS	REIMBURSEMENT - PD	86.40
306078	SUNGARD SERV. CO.	WATER/SEWER REFUND - FIN	81.40
6561(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	74.15
306064	NICHOLE OCHAB	REIMBURSEMENT - PD	71.51
306042	TERRENCE JORIA	REIMBURSEMENT - PD	63.15
305936	COOK COUNTY TREASURER	PROPERTY TAX - FIN	53.83
306055	GINA MANSKI	REIMBURSEMENT - PD	51.00
306051	DORACELY CHAVEZ	REIMBURSEMENT - PD	45.02
306079	BEN RICHARDS	WATER/SEWER REFUND - FIN	41.86
306036	PLUS BUILDING & HARDWOOD FLOORING	BUILDING PERMIT REFUND - DPS	41.60
306037	JOSEPH KINNEY	REIMBURSEMENT - FD	40.00
306059	JONATHAN SALMI	REIMBURSEMENT - PD	40.00
306073	JACOB O'KERNS	REIMBURSEMENT - FD	40.00
306000	ELGIN RECYCLING, INC	PARTS - PW	38.00
305999	EMBROIDME 519	UNIFORMS - FD	37.78
306052	DORIS OTERO	REIMBURSEMENT - PD	28.24
306047	BRETT KIM	REIMBURSEMENT - PD	27.26
306053	ERIC GUSTASON	REIMBURSEMENT - PD	25.33
305945	FEDEX	SHIPPING - PW	21.45
305939	CUSTOM PRINT GRAPHICS	UNIFORMS - PD	21.00
305960	NORTHERN ILLINOIS POLICE ALARM	SERVICES - PD	17.50
305976	SHERWIN WILLIAMS	SUPPLIES - PW	12.18
305938	CUSTOM PRINT GRAPHICS	UNIFORMS - PD	10.50
306076	MAIA SHARASHIDZE	PARKING TICKET REFUND - FIN	10.00
306077	PRITHVI JINKALA	WATER/SEWER REFUND - FIN	5.75
306035	CAROL ABRAHAMS	PERMIT REFUND - PD	5.00
306075	CHARLES RUMMEL	PARKING TICKET REFUND - FIN	5.00
		CLASS 'A' TOTAL	**576,239.60**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN APRIL 16, 2024 - APRIL 30, 2024
FOR 5/14/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
4/30/24	PAYROLL	4/30/2024 PAYROLL	1,006,563.75
4/30/24	PAYROLL	4/30/2024 PAYROLL	305,763.26
4/29/24	PAYROLL	4/29/2024 PAYROLL	147,587.10
407(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	75,684.00
4(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	9,857.92
408(E)	LOWE'S	SUPPLIES - PW	1,138.70
		CLASS 'B' TOTAL	**1,546,594.73**
		REPORT TOTAL	***2,122,834.33***

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: _____

PROCLAMATION
RECOGNIZING MAY 12 -18
AS POLICE WEEK

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others;

WHEREAS, the members of the Village of Northbrook Police Department play an essential role in promoting the safety, security, and general well-being of all people, while safeguarding the rights and freedoms of the citizens and visitors of the Village of Northbrook;

WHEREAS, it is of the utmost importance for all citizens to recognize and understand the challenges, duties and efforts of their police departments, and that members of our police recognize, understand and perform their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, by protecting the innocent against deception, and the weak against oppression and intimidation;

WHEREAS, the Village of Northbrook Police Department provides a vital public service.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the week of May 12-18, 2024, as

POLICE WEEK

and May 15, 2024, as

PEACE OFFICERS' MEMORIAL DAY

in the Village of Northbrook in honor of law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service for their community. I call on all citizens to join in commemorating law enforcement officers, past and present, who, by faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and have presented the rights and security of all citizens.

GIVEN, under my hand and seal of the Village of Northbrook, this 14th day of May 2024.

Kathryn L. Cielsa, Village President

ATTEST:

A.C. Buehler III, Village Clerk

PROCLAMATION
RECOGNIZING MAY 19 -25
AS PUBLIC WORKS WEEK

WHEREAS, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Northbrook.

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees, who are responsible for maintaining and caring for the Village's urban forest, sustaining critical systems such as our sanitary and stormwater sewer systems, producing and distributing clean water, maintaining our Village facilities in a safe and inviting manner, repairing the Village fleet of vehicles and equipment, repairing Village roadways and sidewalks for motorists, bicyclists, and pedestrians, designing and constructing public infrastructure improvements, reviewing and inspecting private developments, and first class snow removal – all for the betterment of the community.

WHEREAS, As first responders, Public Works professionals help maintain the safety of our community by responding to emergencies and providing essential services that are a hallmark of Northbrook.

WHEREAS, The week of May 19 – 25, 2024, the Village will join communities throughout the nation to celebrate Public Works Week. This year marks the 64th annual National Public Works Week sponsored by the American Public Works Association. This year's theme, "Advancing Quality of Life for All", highlights the way public works professionals contribute to and enhance the quality of life in all the communities they proudly serve.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the week of May 19 – 25 2024, as

PUBLIC WORKS WEEK

in the Village of Northbrook and urge all residents to help us pay tribute to our Public Works professionals for their role in making Northbrook the community that it is.

GIVEN, under my hand and seal of the Village of Northbrook, this 14th day of May 2024.

Kathryn L. Cielsa, Village President

ATTEST:

A.C. Buehler III, Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Date: 2024-05-14
Subject: A Resolution Waiving Competitive Bidding and Approving a Contract with Baecore Group for a Business Process Assessment and Review Professional Services Engagement

Overview

Staff is seeking to waive the competitive bidding process and seeking approval to execute a professional services contract with Baecore Group to complete a business process assessment and review.

Fiscal Impact

The adopted Fiscal Year 2024/2025 budget provides funding in Account Number 11-1400-554-00 (Other Professional Services) in the amount of $40,000 to complete this professional services engagement.

Recommendation

Approval.

Background

The Village is seeking to complete a business process assessment and review professional services engagement, prior to starting the cloud migration of the Village's BS&A Software Enterprise Resource Planning (ERP) system. The objective of the engagement would be to identify opportunities to optimize processes and gain efficiencies when using the migrated ERP system. The Village has been utilizing the on-premise ERP system for nearly 10 years. New features and functionality are made available in the cloud-hosted ERP system, so prior to beginning the migration, there is benefit in having a professional services firm conduct a business process assessment and review, identifying opportunities for internal process improvements. These improvements would then be shared with BS&A Software during the cloud setup and migration, allowing BS&A Software to better configure the system, and also allowing Village staff across all Departments to better utilize the system.

Baecore Group was recommended by BS&A Software as a boutique, public sector-focused professional services group. Baecore also has experience with BS&A on-premise and BS&A cloud systems, so can assist with the definition of the configuration changes the Village would benefit from once the business processes and opportunities for improvement are understood. Also, Baecore, through a series of scheduled interviews with key Staff, will identify opportunities for additional efficiencies through the use of possible data integration between BS&A and other systems in use at the Village, ideally reducing staff time by avoiding duplicate data entry.

After reviewing Baecore's proposed services, Information Technology, Finance, and Village Manager's Office staff believe their approach to gathering and documenting current business processes will greatly benefit the Village. Given Baecore's unique approach and expertise with public sector clients, staff recommends waiving the competitive bidding process. Baecore's staff are available to start the engagement in early June 2024, which is ideal timing since the BS&A Cloud migration project was approved by the Board at the April 9, 2024 Board of Trustees meeting. Starting the Baecore business process assessment early in the project will help to ensure efficiencies are identified early enough so that the BS&A implementation team is aware of the Village's requirements and able to include them in the configuration process of the BS&A Cloud system.

The Village's Fiscal Year 2024/2025 budget includes sufficient funds in Account No. 11-1400-554-00 to cover the proposed $34,950 for the Baecore Group business processes assessment and review engagement.

Given the importance of the proper configuration of the BS&A Cloud system, and expertise required to conduct an effective business process assessment and review, staff recommends the Board approve the contract with Baecore Group in an amount not to exceed $34,950.

Staff will be present at the May 14, 2024 Regular Board of Trustees meeting to answer any questions that may arise.

A Resolution Waiving Competitive Bidding and Approving a Contract with Baecore Group for a Business Process Assessment and Review Professional Services Engagement.doc
Baecore Professional Service Agreement Final - Baecore-executed
Memo - Baecore Group - Waive Formal Bid Process
About Baecore Group

Resolution 2024-

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

A Resolution Waiving Competitive Bidding and Approving a Contract with Baecore Group for a Business Process Assessment and Review Professional Services Engagement

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/2025 Budget provides funding for a professional services engagement to complete a business processes assessment and review prior to the Village's Enterprise Resource Planning (ERP) system migration to the cloud. An amount of $40,000 was included in the 2024/2025 budget.

Baecore Group (***"Vendor"***), based in Schaumburg, Illinois, a boutique consulting firm specializing in local, municipal government projects, provided a professional services agreement (***"Agreement"***) in the amount of $34,950 to complete a business process assessment with all Village Departments.

The Village's Annual Budget for Fiscal Year 2024/2025 Annual Budget provides sufficient funds in Account No. 11-1400-554-00 for the purchase of the professional services at a cost of $34,950.

Based on these factors, staff recommends that the Board authorize the execution of the Agreement from the Vendor at the proposed cost.

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

Section 2. Waiver of Competitive Bids.

The requirement of competitive bids be solicited for this professional services agreement is hereby waived based on the expertise and experience of the Vendor to provide the services.

Section 3. Authorization to Execute Agreement.

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

[SIGNATURE PAGE FOLLOWS]

_____
Village President

ATTEST:

_____
Village Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF NORTHBROOK AND BAECORE GROUP INC.

THIS AGREEMENT (hereinafter the "Agreement") is made this _____day of _____, 2024 (the "Effective Date") by and between **VILLAGE OF NORTHBROOK,** an Illinois home rule municipality (hereinafter "CLIENT" or "Village") and Baecore Group, Inc., an Illinois Corporation (hereinafter "Baecore"). CLIENT and Baecore are sometimes referred to individually herein as "Party" or collectively as "Parties".

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Engagement of Baecore. CLIENT engages Baecore and Baecore promises and agrees to furnish to CLIENT, subject to the terms and conditions in this Agreement, the services and benefits therefrom (the "Services") as set forth in the Letter of Engagement (Attachment A) attached hereto and incorporated herein by reference. Baecore Agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated by reference, and applicable local, state, and federal laws, rules and regulations in effect at the time the Services are provided.

2. Performance and Standard of Care. All work conducted by Baecore shall be accomplished in a professional and workmanlike manner. Baecore warrants that the Services will be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized consulting firms in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto CLIENT.

3. Independent Contractor. At all times during the term of this Agreement Baecore shall retain its independent status. The personnel assigned to CLIENT shall remain employees of Baecore and shall not, by reason of their assignment to CLIENT, become employees of CLIENT. Baecore retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of Baecore shall at all times be under Baecore's exclusive direction and control.

4. Insurance. Baecore agrees to maintain insurance during the term of this Agreement, and upon request shall provide CLIENT, upon CLIENT's request, with a certificate of such insurance covering the following risks:
   a. Commercial General Liability: $1,000,000.00 per occurrence, $2,000,000.00 aggregate;
   b. Worker's Compensation: Statutory Limits;
   c. Employer's Liability: $1,000,000.00;

5. Reserved.

6. Intellectual Property. Any Deliverables made available to CLIENT as part of the Services provided by Baecore, including all software and programming shall remain the exclusive property of Baecore. CLIENT shall be granted a non-assignable license to use such deliverables solely for the purpose of its governmental activities and for no other purposes. Customer development is for the sole use of CLIENT and cannot be distributed outside of CLIENT by CLIENT, Its employees, or Its contractors.

7. Compensation.

   a. In consideration of the performance of the Services by Baecore, CLIENT shall pay to Baecore compensation as outlined in the Letter of Engagement (Attachment A). Village staff no-showing, unavailability for meetings, unavailability to provide or lack of providing input or other material delay are each considered a "Cancellation". Cancellations that result in or require Baecore to make up or re-do necessary meeting(s) or other work will be charged result in or require Baecore to make up or re-do necessary meeting(s) or other work will be charged: (a) for ERP services at the half-day rate of $900, full-day rate of $1,800 (b) for EAM services at the half-day rate of $1,060, full day rate of $2,120 billed in ½ day increments for onsite work and two hours for remote work ("Make up Fees"). Baecore will immediately notify CLIENT of each Cancellation and Makeup Fees, if any, resulting therefrom prior to scheduling any make up meetings. Should the project extend beyond the quoted calendar days, and the project hours included, work will be billed as described in the Letter of Engagement (Attachment A). In no event shall Baecore conduct any additional work or charge for any additional services not set forth in Attachment A without the prior written approval of CLIENT. For purposes of this paragraph, an email to Baecore Group by CLIENT's designated project manager providing approval to complete the additional services shall be deemed sufficient written approval.
   b. The compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Baecore waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.
   c. CLIENT is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with Baecore, or with any vendor solicited or recommended by Baecore.

8. Payment of Compensation & Late Payments. Baecore shall submit invoices for payment to CLIENT in accordance with the payment milestones and timeframe specified in Attachment

A. Payment by the CLIENT of invoices shall conform to the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*).

9. Suspension of Services:
   a. If CLIENT fails to make payments to Baecore in accordance with this Agreement, such failure may be considered cause for suspension of performance of services under this Agreement. If Baecore elects to suspend services, Baecore will provide seven (7) days' notice to CLIENT before such suspension. In the event Baecore suspends the provision of services as described herein, Baecore shall have no liability to CLIENT for delay or damage caused CLIENT as a result of such suspension unless later shown to be improper. Baecore shall be paid all sums due prior to suspension prior to resuming services.

   b. If CLIENT suspends the Project (as described in the Letter of Engagement, Attachment A) Baecore shall invoice and be compensated for services performed prior to notice of said suspension irrespective of the payment milestones for said services as outlined in the Letter of Engagement (Attachment A) and may suspend all services and terminate the Agreement.

10. Mediation. The parties may agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after the parties agree to have a dispute placed before a mediator, unless otherwise extended by a written agreement of the parties, (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. Notwithstanding the foregoing, nothing in this provision shall limit the remedies available as outlined in this Agreement.

11. Termination Upon Event of Breach. Either Party may terminate this Agreement for cause upon the event of material breach of the agreement ("default") by the non-terminating party. The terminating party shall provide written notice that the non-terminating party has committed a default within seven (7) business days of the date the terminating Party knew or reasonably should have known of such default and such default has not been corrected within thirty (30) days after receipt of notice.

12. Termination without Cause. The Parties may terminate this Agreement upon written notice by the terminating Party to the non-terminating Party. For hourly engagements, the termination of the Agreement will be effective upon receipt of notice by the non-terminating Party in accordance with this Agreement. For multi-year engagements and/or engagements for which Baecore Group has dedicated or specific assigned staff members, ninety (90) prior written notice is required for termination.

13. Payment Upon Termination. Upon termination of this Agreement, whether for cause or without cause, CLIENT shall pay all undisputed invoices for all Services rendered by Baecore prior and up to the effective date of termination.

14. Use of Deliverables Upon Termination. CLIENT may continue to use for its own business purposes any and all Deliverables provided to CLIENT as part of this Agreement and described in Attachment A. Baecore shall not be required under this Agreement to provide any support for any software and/or programming after the date of termination of this Agreement.

15. Reserved.

16. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DAMAGE TO PEOPLE, REAL OR TANGIBLE PROPERTY OR (b) BAECORE'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT BAECORE'S LIABLITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SERVICE FEES PAID TO BAECORE BY CLIENT UNDER THIS AGREEMENT.

No elected or appointed official, or employee of CLIENT will be personally liable, in law or in contract, to Baecore as the result of the execution and performance of this Agreement. No shareholder, director, officer, employee, contractor, subcontractor or agent of Baecore shall be personally liable, in law or in contract, to CLIENT as a result of the execution of this Agreement.

17. Binding Effect; No Assignment. This Agreement shall be binding on, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld or delayed.

18. Severability. The terms of this Agreement are separate and divisible. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

19. Nondiscrimination. Baecore shall adhere to all applicable Federal, State, and Local laws in the performance of the Services to be provided pursuant to this Agreement, including but not limited to:

    a. Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, *et seq.*) and the rules and Regulations of the Illinois Department of Human Rights, including establishment and

maintenance of a sexual harassment policy as required by Section 2-15 of that Article and Act; and

b. The American Disabilities Act; and

c. The provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human rights as a material term of all public contracts.

20. No Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other term or condition of this Agreement. No delay in acting with regard to any breach of any provision of this Agreement shall be construed a waiver of such breach.

21. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, public health crisis, including quarantine or other employee restrictions, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a party (each a "***Force Majeure Event***"). In the event of a Force Majeure Event, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected by a Force Majeure shall give prompt notice to the other Party, by any method appropriate under the circumstances. A Force Majeure event does not include an act of negligence or willful misconduct by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event.

22. Confidential Information

a. **Confidential Information.** In the performance of this Agreement, Baecore and Village may have access to or receive certain information in the possession of the other Party that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. Proprietary information must be clearly marked "Proprietary and Confidential." The Parties must not use or disclose any Confidential Information without the prior written consent of the non-disclosing Party unless otherwise required pursuant to applicable Disclosure Laws (as hereinafter defined). If the Party has any doubt about the confidentiality of any information, then the Party must seek a determination from the other Party regarding the confidentiality of the information. The Parties and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Parties must promptly cease using, and must return or destroy (and certify in writing

destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. Baecore may not transfer to, store in, or otherwise allow work product containing CLIENT's Confidential Information to be located in a location, whether physical or digital, not under the control of Baecore or CLIENT except for commercially standard cloud storage located in the United States of America. Except as otherwise required pursuant to applicable Disclosure Laws, if the Parties are required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the disclosing Party must immediately give notice to the non-disclosing Party with the understanding that the non-disclosing Party will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Parties must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Parties.

b. **Freedom of Information Act and Local Records Act**. Baecore acknowledges CLIENT is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***).

c. **Injunctive Relief**. In the event of a breach or threatened breach of this Section 22, either Party may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Parties agree that the potentially injured Party will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 22.c are in addition and without prejudice to any rights that the Parties may have in equity, by law or statute. The non-injured party will fully cooperate with the injured Party in identifying the scope of any improper use or dissemination of data protected by this Section 22 and will assist the injured Party in any notification efforts required by law.

23. Consultant Representations.

a. **Ability to Perform.** Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

b. **Authorization**. The execution, delivery and performance by Baecore of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Baecore is now a party or by which Baecore is now or may become bound.

c. **Company Background**. The information disclosed by Baecore regarding its corporate structure, financial condition, expertise, and experience is true and correct. Baecore will

promptly notify CLIENT in writing of any material change in ownership or control of Consultant during the term of this Agreement.

d. **Conflict of Interest.** Baecore represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of Baecore or this Agreement; (2) as of the date of this Agreement, neither Baecore nor any person employed or associated with Baecore has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Baecore nor any person employed by or associated with Baecore will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

e. **No Collusion.** Baecore represents and certifies that Baecore is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Baecore is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* Baecore represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to CLIENT prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Baecore has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Baecore will be liable to CLIENT for all loss or damage that CLIENT may suffer, and this Agreement will, at CLIENT's option, be null and void.

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

g. **No Default**. Baecore is not in arrears to CLIENT under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed CLIENT in writing.

h. **No Legal Actions Preventing Performance**. As of the Effective Date, Baecore has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against Baecore in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Baecore's ability to perform its obligation under this Agreement.

i. **Patriot Act Compliance**. Baecore represents and warrants to CLIENT that neither Baecore nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and

Blocked Person. Baecore further represents and warrants that Baecore and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Baecore must, and will, defend, indemnify, and hold harmless CLIENT and its officials, officers, authorities, and all CLIENT elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising

j. **Key Project Personnel.** Baecore will assign personnel resources based on availability. To the extent practicable Baecore will maintain continuity of personnel resources assigned to the Project. Baecore cannot guarantee any specific personnel shall be assigned nor that they will be assigned for the entire duration of the Project. The employees, officials, and personnel of Baecore described in Attachment A (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of Baecore. Baecore will notify CLIENT in writing as soon as practicable following terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Baecore will have no claim for damages and may not bill CLIENT for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

k. Personnel; Subcontractors.. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization and subcontractors routinely engaged by Consultant including, but not limited to, the Key Project Personnel, unless otherwise approved by the City in writing. Should any subcontractors and subcontracts be used by the Consultant in the performance of the Services other than the Key Project Personnel and any other subcontractors routinely engaged by Consultant, the Consultant will notify the Village in writing. Consultant's use of any subcontractor or subcontract including the Key Project Personnel will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

l. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner consistent with its obligations under this Agreement, then, the Village must provide notice to the Consultant of the failure to perform and basis for the failure. Consultant will be provided an opportunity to resolve the purported failure unless there the Village has an imminent safety concern about which the Village has given written notice to Consultant, in which case the applicable personnel or subcontractor(s) will be removed immediately. If the failure is not resolved within a mutually agreeable timeline consistent with the gravity of the issue, the Consultant will remove and replace the applicable personnel or subcontractor(s) on a mutually agreed upon timeline. The Consultant will have no claim for damages, for compensation in excess of the amount

contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement unless the Village's request for removal or replace is found to be arbitrary or unreasonable.

24. Entire Agreement. This Agreement including all exhibits attached hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations whether in writing, oral, expressed or implied. Any amendment, modification or other change to this Agreement must be made in writing and signed by both Parties to be effective.

25. Governing Law and Venue. This Agreement will be construed in accordance with, and governed by, the laws of the state of Illinois. Any lawsuit brought to enforce this Agreement shall be brought in the Illinois Circuit Court of Cook County or in the US District Court for the Northern District of Illinois.

26. Headings. The headings and titles used within this Agreement are for convenience only and shall not be deemed a part of this Agreement or affect the construction or interpretation of any provision hereof.

27. Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity will be construed against any party based upon a claim that the Party drafted the ambiguous language.

28. Notice. Any notices or demands which may be or are required to be given by either Party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made by the methods listed in subparagraphs a – d below. Notice is deemed received upon actual receipt for methods b, c, and d. Notice provided by email as described herein shall be deemed received upon receipt by the Party sending such notice of an email acknowledging receipt of such notice by the receiving Party:
    a. Email at the e-mail addresses included in this paragraph;
    b. By hand delivery;
    c. By United States certified mail, postage prepaid; or
    d. If sent by nationally recognized overnight carrier, addressed to the Parties respectively at the addresses included in this section, or as such other place as the Parties may from time to time agree and designate in writing

    If to CLIENT:

    Village of Northbrook
    1225 Cedar Lane
    Northbrook, IL 60062
    Attn: Lori Baker
    E-Mail: Lori.Baker@northbrook.il.us

With copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
E-Mail: Steven.Elrod@elrodfriedman.com

If to Baecore:

Mary Smith
Baecore Group
684 S. Barrington Road
Suite 329
Streamwood, IL 60107
E-Mail: smith@baecore.com

29. Contract Documents. This Agreement includes the following exhibits:

Attachment A: Letter of Engagement

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date by their duly authorized representatives.

BAECORE GROUP, INC.	VILLAGE OF NORTHBROOK
By:_____	By:_____
Title: Managing Partner	Title:_____
Date: 5/2/2024	Date:_____

ATTACHMENT A

ASSESSMENT & PROCESS REVIEW

Baecore Group will apply our proven process for conducting assessments to collect the information needed to tailor strategies and recommendations for the Village. Based on decades of experience, we conduct analysis to your organization's specific needs, challenges, goals, and environment to develop tailored strategies that support your objectives and priorities while making you aware of related considerations that could impact the success of our proposed solution or strategy.

Upon completion of the assessment, your organization will have a roadmap/chart that will identify:

- ✓ Current process overview
- ✓ Issues, challenges, and obstacles in each functional area
- ✓ Defined impacts of the current state process challenges
- ✓ Desired state process workflow overview & strategy
- ✓ Recommended process changes to address existing challenges
- ✓ Process modification to take advantage of opportunities to improve efficiency, transparency, auditability, and customer service.
- ✓ Recommendations for actionable steps the Village can take to achieve desired outcomes.

PROCESS & SCOPE

Joint Process Steps: Baecore Group will lead your team through a cooperative process to complete the following activities:

- Baecore Group will meet with your team to discuss business processes, current state, challenges, goals, and objectives to allow the Baecore Team to gather the necessary information.
- Your Village will provide information through existing documentation, procedures, policy, training materials and other relevant documents.
- Baecore will follow up with individual Village personnel as needed to gather any additional information through phone calls, Baecore's virtual/online meeting tool (currently GoToMeeting), and other means as required.
- Baecore will meet with the Village Manager to discuss and gain an understanding Village objectives and concerns.

Baecore Group Steps: As part of the Assessment, Baecore will complete the following activities

- ***Document Review*:** Baecore will develop an understanding of your current environment and the business requirements specific to your organization by reviewing existing documentation including:
  - ✓ current policy and procedures
  - ✓ organization charts
  - ✓ audit recommendations
- ***Consolidation and Analysis*:** Once the business unit interviews are complete, Baecore Group will consolidate the information provided to identify themes and patterns in the information gathered. We will conduct a thorough analysis of the challenges, process gaps, and opportunities identified for further process review and potential business process change to gain efficiencies, improve customer service, increase data transparency, or improve data access and reporting.
- ***Define Current State and Desired State***: Baecore will define your organization's current state process flows. This helps to illuminate patterns and opportunities for improvement. In addition, Baecore Group will define the desired state workflows to support your organization in obtaining identified gains.
- ***Identify Process Impacts***: Baecore Group will identify what, if any, impact the BSA implementation may have on the Village's processes. We will note where existing processes may need to be changed to accomplish the Village's objectives and maximize its use of system functionality, automation, reportability, and transparency.
- ***Develop a Strategy and Recommendations***: Based on our knowledge, experience and the information gathered, Baecore will develop a strategy and recommendations for process improvement in each functional area to meet the Village's goals.

Assessment Scope: The following functional areas are included in the Assessment:

Finance		
❖ General Ledger ❖ Purchasing & Contracts ❖ Cash Management	❖ Budget ❖ Accounts Receivable ❖ Cash Receipting	❖ Fixed Assets ❖ Miscellaneous Billing ❖ Project Accounting & Grants
Payroll & HR		
❖ Payroll Processing ❖ Personnel Actions	❖ Leave Requests ❖ Benefit Enrollment	❖ Time Entry ❖ Time Entry: Police/Fire time tracking workflow

Utility Billing		
❖ Utility Billing ❖ Account Management	❖ Delinquency Processing ❖ Service Requests	❖ Online Customer Service Tools
Community Development		
❖ Permit Applications ❖ Inspections ❖ License renewal ❖ Fire Inspection Process	❖ Permit Closure ❖ Contractor Management ❖ Violation Inspections	❖ Planning/Zoning Applications ❖ License Applications ❖ Violation issuance

DELIVERABLES

Your Village will receive the following deliverables as part of this service.

Assessment Recommendations – Drawing on our experience with process improvement and implementation of ERP solutions, as well as our knowledge of municipal government, Baecore Group will provide an analysis of existing process workflows and provide recommendations for improvement. This includes recommendations and strategies to improve process efficiencies, eliminate redundancies and duplication of effort in the assessment areas. Baecore will develop recommendations for and assist the Village with prioritizing where the Village can take action to achieve its desired outcomes and take advantage of identified opportunities for improvement.

Process Workflow Diagrams – Baecore Group will create process workflow diagrams for the current state and desired workflow for the following areas functional areas. These process areas present complexities due to their requirement for cross department collaboration, potential for variation and manual activities in current state processes, opportunities for automation, and need for transparency and reporting.

- ❖ Accounts Payable
- ❖ Purchasing
- ❖ Business License
- ❖ Permit Application & Issuance
- ❖ Time Entry

Delivery of Assessment Recommendations – Baecore Group will meet with the Village to deliver the assessment recommendations/roadmap, discuss the basis and reasoning to ensure understanding of the recommendations as well has how they fit within the Village's strategy for process and system improvements. Baecore will detail, if necessary, process impacts or areas where changes may be necessary to effectively implement the Village desired state workflows in the new BSA

implementation. This will provide the village with an understanding of the processes and impacts in relation to a BSA Cloud implementation.

VILLAGE RESPONSIBILITIES

Staff Participation/Availability

Baecore Group is relying on Village staff to assist with identifying the department subject matter experts from Village departments to meet with Baecore Group for the current state meetings as well as invite the appropriate individuals to the assessment meetings. Additionally, we will need Village staff to reserve meeting space and/or virtual/online meeting technology for the assessment to accommodate the dates, times, and number of attendees scheduled.

We recognize that Village staff have their regular responsibilities and that allocating time for assessment meetings can sometimes be challenging. However, for us to successfully obtain the information necessary to provide the Village with a solid recommendation, Baecore will need Village staff & leadership to attend and actively participate in meetings or calls as needed. Baecore Group will work to limit their time away from their day-to-day business. To get the best results, active uninterrupted participation in the meetings will be necessary. Any encouragement by Village management for staff to be forthcoming will provide the best outcome.

Interview/Assessment Space

For the assessment meetings and delivery of the recommendations Village attendees will need access to meeting space with adequate seating for the meeting attendees to avoid interruptions and distractions. In addition, these meetings will need to allow remote connectivity, therefore a quality conference line connection and a computer with screen to access to Baecore's virtual/online meeting tool (currently GoToMeeting) will be necessary in the Village's meeting space where the staff are brought together.

PRICING

These services are being proposed at a fixed price of $34,950.00. A deposit of $17,475.00 is due on execution of this letter of engagement. The balance is due on delivery of the Assessment Recommendations.

In the event the Village delays or defers delivery of the Assessment Recommendations beyond sixty (60) days or September 15, 2024 (whichever comes sooner), the balance of fees will be due. At any

point, should the Village wish to suspend services, upon notice, Baecore Group will bill Northbrook for time incurred and provide, to the Village, any developed materials in its "as is" condition.

If delays result in additional meetings or work due to Village staff no-showing, unavailability Rescheduling or requiring additional meetings or re-work due to staff "no show"/unavailability may result in additional charges. Baecore Group will provide Northbrook with advanced notice prior to completing work that would incur additional cost.

The proposal and pricing are valid for 30 days. Should the Village need to extend beyond 30 days, Baecore reserves the right to review the proposed pricing.

I appreciate the opportunity to work with you. Baecore Group is founded on the principle that our success is continuously dependent on consistently and professionally delivering measurable improvement to our clients. To that end, Baecore is committed to assisting you in meeting your technology, business and service objectives.

If this is in line with your expectations, please sign and return a copy of these proposed services with the deposit and keep one copy for your records. If you have any questions, please feel free to contact me at 877-BAECORE or 847-909-8636 smith@baecore.com.

Kind Regards,

Mary Smith

_____	_____	_____
Village of Northbrook	Print Name	Date

MEMORANDUM

To: Village Manager Cara Pavlicek
From Chief Information Officer Lori Baker
Date: May 14, 2024
Subject: Professional Services Engagement with Baecore Group

Pursuant to III B. of the Village's Purchasing Policies and Procedures, I am requesting Village Manager approval to waive the requirement for Competitive Sealed Proposals for professional services (engineers, attorneys, architects, consultants, or other individuals or organizations possessing a high degree of technical skill) via a Request for Proposal process due to the established professional relationship with a vendor as detailed below for services over $20,000.

In 2015, the Village implemented a new Enterprise Resource Planning system (ERP) from BS&A Software. This was a significant effort for the Village, and represented the first time the Village invested in a centralized system used by all Village departments. Substantial time was spent during the implementation process to ensure business processes across departments were identified and understood, confirming that the ERP system would support and enhance those processes, allowing staff to be more efficient and effective in providing customer services to the Village's residents and businesses.

Since then, BS&A Software has released a cloud-hosted version of their ERP system, and also completely rewritten the user interface to improve efficiencies when using the ERP system. As the Village develops the strategy for migrating the Enterprise Resource Planning (ERP) system to the cloud, there will be significant opportunities to review and improve Village business processes and ensure the cloud-hosted ERP system fully supports and enhances those processes.

Engaging a third-party professional services firm, with knowledge of both the on-premise and cloud-hosted ERP systems, also with experience in working with local, municipal government organizations, is beneficial to identify and document opportunities to improve internal business processes with the migration to the cloud-hosted ERP system. A professional services engagement such as this will provide a neutral approach to review current processes and how well the on-premise ERP system supports those processes, and make recommendations to the Village and to the ERP vendor on how to better configure the cloud-hosted ERP system to support those business processes.

BS&A Software introduced Village staff to Baecore Group, located in Streamwood, IL, as a professional services firm that holds a high degree of expertise in conducting business process analysis, and has also worked with both versions of the ERP software and closely with BS&A. Baecore is a boutique firm with a focus on working with municipal government organizations.

Given Baecore's expertise with local governments and with BS&A Software, Village Staff recommends awarding the business process analysis project to Baecore Group, and recommends waiving the formal bid process as defined by the Village's Purchasing Policies and Procedures.

Thank you for your consideration and as always, I am available to answer any questions that may arise.

Approved: _____ Date: 4-20-2024

Denied: _____ Date: _____

Prepared for
Northbrook, Illinois

January 26, 2024

Mary Smith – Managing Partner
Baecore Group, Inc.
Smith@baecore.com
Phone: 847-585-1486
Fax: 877-223-2673

ABOUT BAECORE GROUP

BACKGROUND

Baecore Group is a boutique Public Sector firm that has been providing consulting services, including system assessment, RFP development, system selections, project management, implementations, workflow and systems automations, for municipalities in the Chicagoland area for over twenty years. As a boutique firm we are small by design to develop a company culture and philosophy that focuses on you, the client, and the work you do. We have targeted our business focus to develop a deep level of expertise in local government. Our knowledge extends across all departments and functions including Financials, Public Works, Utilities, Public Safety, and Community Development. Baecore's experience and expertise extends across all aspects of a municipality understanding how departments interact and interrelates throughout the organization as well as a deep understanding of the details and challenges of their day-to-day work. This expertise informs our approach to the work we do.

ABOUT US

Our consultants are local government specialists. We are dedicated professionals that can bring knowledge, experience and perspective gained from working exclusively in the public sector across a variety of organizations and throughout all departments.

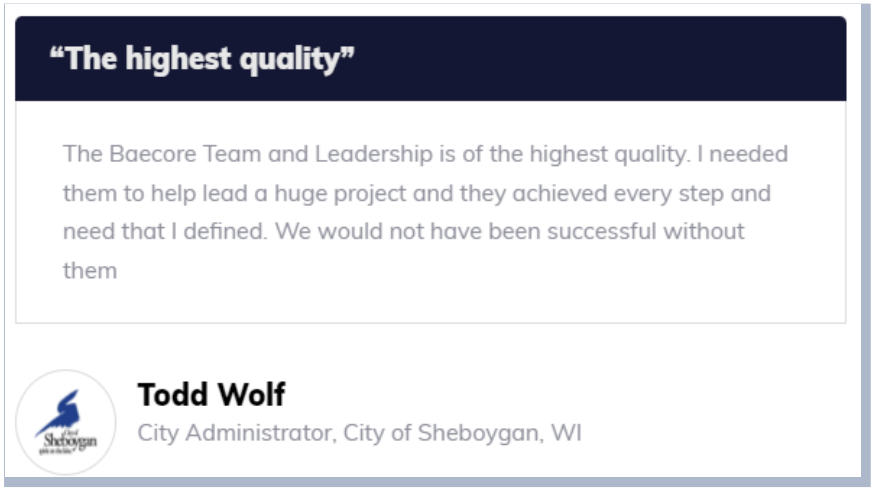
WHY CHOOSE US

- ✓ We know Process Improvement strategies
- ✓ We know and serve the Public Sector
- ✓ Expert GIS solutions, project management & staffing
- ✓ Our innovative solutions improve customer service
- ✓ Baecore works at all levels within local government
- ✓ We can help you improve staff efficiencies

FOCUS ON LOCAL GOVERNMENT

At Baecore Group we know local government. We have a deep understanding of municipal operations, structure, and challenges you face. We understand that every city and village has its unique attributes and we work within your culture to provide you with solutions and processes that suit your needs. While maintaining solid methodologies and practices we work to tailor our structure and processes to provide the best outcome for your organization.

We are not distracted with other business focuses such as audits, accounting, tax planning, business advisory or other unrelated areas. We have



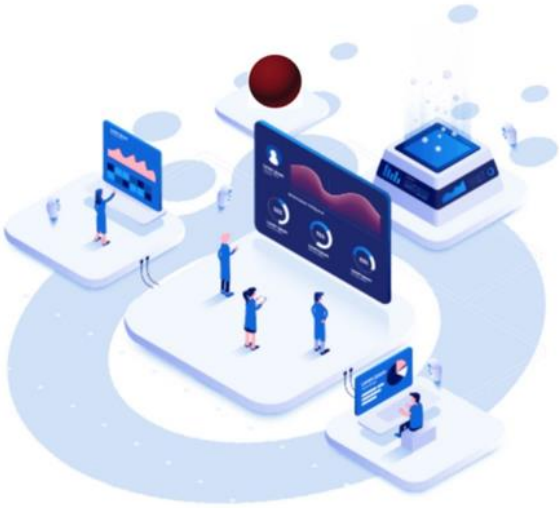
developed a specific focus on Business Process Improvement, Continuous Improvement, and Systems integration and utilization in municipal government. Strategy, Design, and Implementation are all part of the engagement with Baecore. We help our clients solve problems beyond the initial implementation, integrate processes in existing and new systems and automate workflows.

Quick Facts

In a single project, **small** process changes can have **BIG** impacts.

Whether implementing a new system or updating an existing one, Baecore Group has helped many municipalities achieve big benefits through minor adjustments. - **and we can do the same for you!**

Just one example



50%
Reduction of Customer Wait Time

6,240
Personnel Hours Gained

1,296
Pounds of Paper Saved Annually

Process Improvement

- ✓ Reduce processing time
- ✓ Mobile solutions
- ✓ Elevated customer service levels
- ✓ Improved cross-department communication
- ✓ Improved access to Information
- ✓ Personnel time savings
- ✓ Automated workflows
- ✓ System integrations
- ✓ Increased auditability & transparency

Who we've helped

- ✓ Board/Council
- ✓ Finance
- ✓ Administration
- ✓ Purchasing
- ✓ Fire
- ✓ Utility Billing
- ✓ Facilities
- ✓ Engineering
- ✓ Public Works
- ✓ Recreation
- ✓ Payroll
- ✓ Human Resources
- ✓ Fleet Management
- ✓ Code Enforcement
- ✓ Permitting
- ✓ Planning & Zoning
- ✓ Public Safety
- ✓ Streets & Sanitation
- ✓ Environmental Services
- ✓ IT
- ✓ GIS
- ✓ Wastewater
- ✓ Public Utilities

OUR PARTNERSHIP APPROACH

Baecore takes a partnership approach to our engagements. We make sure your systems and processes support your organization's overall goals and that you know exactly how to get from point A to point B. We guide your team to execute the plan, keep it on track and, once complete, monitor the results to ensure that you are provided with a lasting solution.



Flexible Support: Our methodologies and processes allow us to provide consistently high-quality services to our clients. As a boutique firm, we have the advantage of being flexible. We will take the time to listen and understand your goals and your challenges to tailor our services to those needs.

Return on Investment: We are successful at providing a solid return on your investments. Baecore Group differentiates itself from our competitors by designing solutions that will improve efficiencies, eliminate redundancies, and provide measurable impacts.

Our approach combined with our understanding of the public sector has provided significant time and cost savings for our clients. Baecore Group can help you leverage your existing technology and streamline integrations with new technology solutions boosting your return on both new and existing technology.

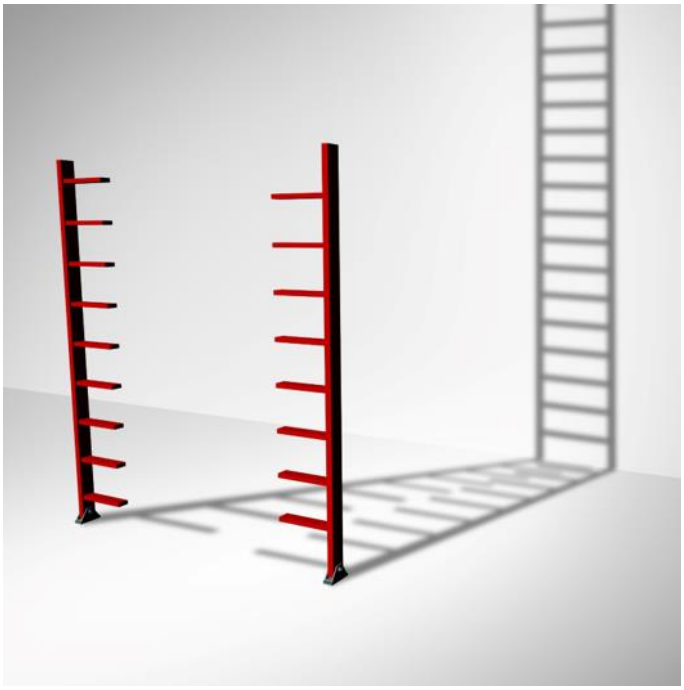
Proven Experience & Methodologies: Our methodologies support cross- municipal or department specific projects. We have developed proven methodologies and processes we can apply to your project based on our public sector experience, including:

- ERP & EAM selections
- Best of breed selections
- ERP & EAM implementations
- Best of breed implementations
- System integrations
- Geospatial mapping (GIS)
- Custom application development
- Business process improvement
- Workflow analysis and design
- Project management
- Risk analysis
- Change management
- Capital planning
- Cross-systems reporting & dashboards

HOLISTIC APPROACH

At Baecore Group we offer a holistic approach. Individual challenges, goals, needs, or department processes are never considered in isolation because your municipalities activities don't take place in one. Information is shared and processes cross departments. Changes or challenges in one area impact others. Your Baecore project team has an understanding that surpasses base-line system evaluation, selection, and project management. Our team members all understand the processes and best practices in and transactions between all departments.

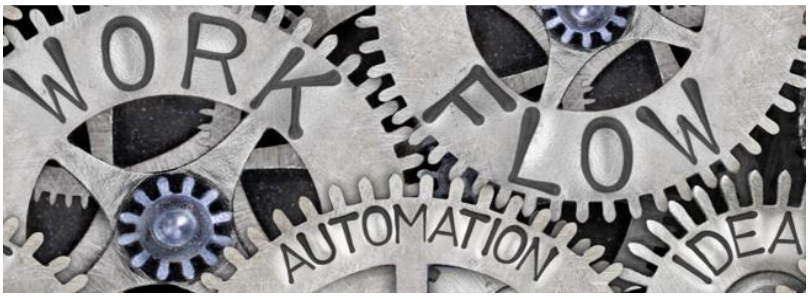
We know many of the decisions you will make during your project may be once or possibly two-time career decisions. And our staff are willing and able to guide and assist you in your decision-making. ***When others merely present you with options, we take the next step and make recommendations, work with you through implementation of the recommendations***, share best practices and failed practices to ensure your selection and implementation aligns with and meets the needs of all your departments, considers all processes, and integrates with existing systems.



PROVEN EXPERIENCE

Our staff has proven experience in providing assessments of your organization's current state, processes, procedures, systems, and needs. We have expertise in developing targeted, focused system and solution selections that are based on your specific requirements and objectives. With expertise in ERP and best of breed systems as well as change and project management methodologies, Baecore Group's skilled project managers have the experience to guide your team through the implementation of process changes to ensure a project that is on time and on budget.

Our in-depth knowledge and understanding of municipal operations combined with our years of municipal experience in system assessment, selection and implementation means that we can provide you with a unique solution tailored to your village and your existing operations. Our goal is to provide an integrated system that maximizes your efficiency and return on investment. We have experience implementing new system solutions and integrating that solution with existing systems that support your overall goals and needs.



Systems & Workflow Assessment and Process Improvement

The combination of our in-depth knowledge of local government operations, experience in process improvement and extensive knowledge of available Municipal systems allows us to provide comprehensive workflow assessment and process design solutions. For 100% of our customers, we have identified opportunities to streamline workflow, reduce manual processes, and eliminate redundant staff activities as well as design custom solutions in dozens of operational areas in multiple municipalities. Our proven workflow

Process Expertise

General Ledger
Project Ledger
Budget
Fixed Assets
Grant Accounting
Purchasing
Inventory Management
Contract Management
Accounts Payable
Vendor Management
Vendor Self Service
General Billing
False Alarm
Utility Billing/CIS
Meter Inventory
Service Orders
Work Orders
Job Costing
Preventative Maintenance
Capital Planning
Risk Analysis
Asset Valuation
Geospatial Mapping
Condition Assessment
Business Licenses
Liquor Licenses
Payroll
HR Management
Personnel Actions
Benefit Enrollment
Timekeeping
Scheduling

and systems solutions have resulted in tens of thousands of hours of staff time saved through a reduction in inefficient or redundant activities.

More Process Expertise

Employee Self Service
Employee Evaluation
Customer Service
311
CRM
Permitting
Inspections
Violations
Administrative Hearing
PIN Management
Parking Tickets
Parking Permits

Recognized Expertise in Municipal Implementations

Baecore Group developed a reputation as experts in Municipal implementations. We have assisted our clients to complete implementations through project management, business process review, system integration/ modifications, and implementation assistance in all areas and modules. As a result of our knowledge and reputation, municipalities that have implemented on their own or with competitors have retained Baecore to assist in fixing their municipal systems after installation that aren't working, don't support processes, or have other difficulties. This has given us the unique opportunity to see first-hand the negative outcomes from a selection process or implementation that has not been done correctly or thoroughly. Accordingly, we have seen the many ways a system selection or implementation can fail to provide the desired efficiencies and improvements. Through redesigning and re-implementing these systems we know how to avoid these pitfalls and have developed a serious appreciation and understanding of the cost and impact when a system solution is not implemented with an organization-wide perspective that aligns with your goals.

WHAT OUR CLIENTS ARE SAYING

"We're in such a better position now"

Thank you so much. Without Baecore Group's help, I would not be in the comfortable position I currently find myself in with our project. I can't begin to express my gratitude to you!

David Mackley
Building Services Director, City of Joliet, IL

"High level of professionalism with deep resources"

No matter how technical the task, Baecore provided excellent resources to make our implementation successful.

Michael Subers
Public Works Director, Village of Itasca

"Removed duplicate processes and data silos throughout the city"

Baecore Group was able to help us bring the collective needs of our departments throughout the City and assisted developing a plan to meet these needs in one ERP system. Without Baecore's assistance the same duplicate processes and data silos would still be in use today.

Bobbi Johnson
Assistant Finance Director, City of LaCrosse, WI

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2024-05-14
Subject: An Ordinance Amending the Fiscal Year 2024 Annual Budget for the Village of Northbrook, Illinois

Overview

On a continual basis, staff evaluates expenditures to ascertain that there are no significant cost increases to planned expenditures which may be due to supply chain issues, unexpected capital costs, etc. and brings forward an Ordinance for amending the adopted budget to appropriate necessary funds.

The Ordinance included herein includes the final amendments made to the prior Fiscal Year 2024 budget before the start of the annual audit for that year.

Fiscal Impact

The Ordinance includes the following:

- A minor number of "reclassification" amendments which in aggregate, have no fiscal impact to the Village.
- "Carryover" amendments that are required to shift funding that was expected to be spent prior to the April 30, 2023 end date of the last fiscal year and appropriation from one fiscal year to the following fiscal year. There is one carryover amendment for $167,250 included in this Ordinance.
- Approval of "new funding" which is an amendment to the budget which impacts the Village's finances. New funding requests total $42,899.

Recommendation

Approval.

Background

An Ordinance has been prepared to modify specific appropriations in the Fiscal Year 2024 Adopted Budget. On a continual basis, staff evaluates expenditures to ascertain that there are no significant overages. When an actual expenditure in any particular general ledger account exceeds the amount appropriated, a budget amendment is usually required. It is important to note that even though FY24 has concluded, invoices for goods or services received prior to April 30, 2024 may still be charged against the prior fiscal year through the Finance cutoff date of June 14, 2024.

From a legal perspective, as long as the sum of all aggregated expenditures in each Fund are

at or below that Fund's aggregated appropriations, budget amendments are not required. However, the Village reviews its actual to budget variances at the general ledger account level as well as the Fund level, and therefore, staff takes a somewhat stricter approach for budget amendments than the State statutory legal requirement.

There are three types of budget amendments as outlined below:

1) A "reclassification" amendment is merely moving a portion of an unspent appropriation from one general ledger account to another general ledger account. Such reclasses may be within the same operating department, different operating departments, or even different Funds.

2) A "carryover" amendment is often used when a prior fiscal year appropriation is not completely expended. The unexpended amount from the prior fiscal year may then be "carried over" into the current fiscal year. Such carryover amendments should not be viewed negatively from a financial standpoint, as the payment or expense is often only a timing issue between two consecutive fiscal years. Examples of when a carryover amendment may be required can be delays between ordering and receiving goods/services (overlapping two fiscal years), installment billing for larger capital projects spanning over more than one year, and when merchandise is unavailable and a purchase or delivery is deferred by the vendor or village.

3) "New funding" amendments are for adding an additional appropriation above and beyond what was previously adopted by the Village Board. Such new funding requests are often needed when unexpected costs are incurred or the costs included in the original appropriations were underestimated. New funding appropriations often either reduce a year-end surplus or add to a year-end deficit.

New funding budget amendments total $42,899 of which $27,700 are for the General Fund and $15,199 are for the Water Fund. Explanations for the remainder of the new funding requests are included in the detailed attachment to this agenda item.

In addition, there are seventeen amendments reclassifying appropriations from one account to another. Per the Village code, reclasses within the same department, up to $20,000, may be approved by the Village Manager without Board approval. However, for transparency purposes, all the requested reclassification amendments regardless of dollar amount are being included as part of this budget amendment ordinance. Reclassification amendments have no overall financial impact, as they are merely moving funds between or among accounts within the same Fund and operating department.

An Ordinance Amending the Fiscal Year 2024 Annual Budget for the Village of Northbrook, Illinois.docx
FY24, Q4 Budget Amendments.pdf

Ordinance 2024-__

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

An Ordinance Amending the Fiscal Year 2024 Annual Budget for the Village of Northbrook, Illinois

is hereby adopted, as follows:

Section 1. Fiscal Year 2024 Annual Budget Amendment.

The following expenditures as contained in the Fiscal Year 2024 Annual Budget are hereby amended as set forth in the "Requested Budget Amendments by Line Item," attached hereto and incorporated herein by reference.

Section 2. Severability and Repeal of Inconsistent Ordinances.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date.

This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

_____
Village President

ATTEST:

_____
Village Clerk

Requested Budget Amendments by Line Item

GL#	Fiscal Year 2024, Q4 (4/30/24) Account Description	Fund	Managing Department/Division	Current	Amended	Net Change	Key Code
11-2100-708-00	Vehicles	General	Police	210,000	377,250	167,250	CF
		SUBTOTAL				**167,250**	
21-4170-643-82	Sodiumn Hypochlorite	Water	Public Works	28,000	32,555	4,555	N
21-4170-643-81	Chlorine Gas	Water	Public Works	40,300	50,944	10,644	N
11-2100-615-01	Fuel	General	Police	156,300	158,500	2,200	N
11-2100-653-05	Uniforms	General	Police	10,000	22,000	12,000	N
11-2300-537-30	Cellular Service	General	Police	67,725	81,225	13,500	N
		SUBTOTAL				**42,899**	
11-1400-537-07	Internet Service	General	IT	52,000	30,000	(22,000)	RA
11-1400-537-01	Telephone Service	General	IT	55,000	77,000	22,000	RA
11-2100-501-01	Regular Salaries	General	Police	10,762,680	10,761,280	(1,400)	RA
11-2100-502-01	Part Time Salaries	General	Police	42,435	43,835	1,400	RA
11-2100-501-01	Regular Salaries	General	Police	10,761,280	10,758,080	(3,200)	RA
11-2100-505-07	Fitness Incentive	General	Police	32,800	36,000	3,200	RA
11-2100-533-00	Postage	General	Police	1,800	1,000	(800)	RA
11-2100-537-01	Phone Service	General	Police	7,940	8,740	800	RA
11-2100-541-34	Community Relations Training	General	Police	1,250	1,050	(200)	RA
11-2100-541-33	Non-Sworn Training	General	Police	5,000	5,200	200	RA
11-2100-554-38	Animal Impoundment	General	Police	2,000	1,850	(150)	RA
11-2100-545-00	Printing	General	Police	6,500	6,650	150	RA
11-2100-541-35	Counseling Services Training	General	Police	5,000	4,200	(800)	RA
11-2100-554-34	Medical Services	General	Police	25,720	26,520	800	RA
11-2100-541-31	Sworn Training	General	Police	80,000	71,900	(8,100)	RA
11-2100-554-35	Candidate Evaluation	General	Police	12,000	20,100	8,100	RA
11-2100-554-38	Animal Impoundment	General	Police	1,850	1,400	(450)	RA
11-2100-558-31	Equipment Rental	General	Police	500	950	450	RA
11-2100-631-05	Field Supplies	General	Police	23,350	22,150	(1,200)	RA
11-2100-561-00	Service Recognition	General	Police	1,500	2,700	1,200	RA
11-2100-541-35	Counseling Services Training	General	Police	4,200	3,350	(850)	RA
11-2100-573-00	Advertising	General	Police	2,700	3,550	850	RA
11-2100-631-05	Field Supplies	General	Police	22,150	21,450	(700)	RA
11-2100-617-00	Medical Services	General	Police	5,400	6,100	700	RA
11-2100-521-36	Equip and Software Maintenance	General	Police	25,200	19,200	(6,000)	RA
11-2100-653-01	Uniform Issue	General	Police	95,520	101,520	6,000	RA
11-2100-541-32	Recruit Training	General	Police	10,000	5,000	(5,000)	RA
11-2100-653-31	Promotional Uniforms	General	Police	9,300	14,300	5,000	RA
11-2300-521-02	Radio Maintenance	General	Police	10,900	10,000	(900)	RA
11-2300-537-10	EOC Maintenance	General	Police	9,660	10,560	900	RA
11-2300-521-02	Radio Maintenance	General	Police	15,000	10,900	(4,100)	RA
11-2300-554-00	Other Professional Services	General	Police	196,840	200,940	4,100	RA
11-2100-541-31	Sworn Training	General	Police	71,900	71,300	(600)	RA
11-2100-544-00	Mileage Reimbursement	General	Police	5,000	5,600	600	RA
		SUBTOTAL				-	
		TOTAL				210,149	

Key: CF=Prior Year Carryforward N=New Funding RA= Reallocation

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

PRIOR YEAR CARRYOVER REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator - General Fund

	Prior Yr Budget From **GL #**	Current Yr Budget To **GL #**	Prior Yr. **Budget**	Prior Yr. **Unspent**	Current Yr Budget	Requested C/O Amount	Recommended Current Yr Amended
	11-2100-708-00	11-2100-708-00	563,128	184,221	210,000	167,250	377,250
Account Descriptions →	Vehicles	Vehicles					
Budget Page # →	153	175					

Explanation Below

Due to production delays for police rated vehicles, multiple fleet orders have been cancelled. As such the timing of vehicle purchases and related equipment has been difficult to predict. The Police Department has been waiting on an order for six police patrol vehicles for almost two years. While previous orders have yet to be fulfilled, Police Department staff have procured an additional three vehices to fully replace orders placed in prior fiscal years. This budget amendment covers the most recent purchase of three patrol vehicles, as authorized by Resolution 24-11, as well as equipment for these vehicles and any equipment purchased in anticipation of previously ordered vehicles. This completes the vehicle purchase requests originally placed in FY '23. For reference, the Village Board also approved the purchase of three vehicles via Resolution 24-04.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: PW Director

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	21-4170-643-82	28,000	4,555	32,555
Account Description →	Sodium Hypochlorite			
Budget Page # →	251			

** Includes any prior approved amendments

Explanation Below

Water usage was up during the months of June, July, August, and September due to drought-like conditions causing the use of sodium hypochlorite to treat the water. The Water Plant has taken stock of the current inventory and placed that agains projected water use through the rest of FY 23/24 and have determined that 1 more order of sodium hypochlorite will be required at a total of $7,600 per order.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: PW Director

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	21-4170-643-81	40,300	10,644	50,944
Account Description →	Chlorine Gas			
Budget Page # →	251			

** Includes any prior approved amendments

Explanation Below

Water usage was up during the months of June, July, August, and September due to drought-like conditions causing the use of chlorine gas to treat the water. The Water Plant has taken stock of the current inventory and placed that agains projected water use through the rest of FY 23/24 and have determined that 2 more orders of chlorine gas will be required at a total of $6,368 per order.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

		GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2100-615-01		156,300	2,200	158,500
Account Description →		Fuel			
Budget Page # →		174			

** Includes any prior approved amendments

Explanation Below

Due to fluctuation fuel costs and usage, staff expects to surpass the Fuel account budget by approximately $2,200. There are no funds available from another account to reclassify and therefore, this is a new money request. Board approval of this request will result in either a year-end reduction in General Fund surplus or a slightly larger GF deficit.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

			Current Yr	Requested	Recommended Current Yr
	GL #		Budget**	Amendment	Amended
	11-2100-653-05		10,000	12,000	22,000
Account Description →		Initial Issue			
Budget Page # →		175			

** Includes any prior approved amendments

Explanation Below

Due to multiple retirements and the resulting new hires, staff has need to provide initial issue uniform items and expects to surpass the Initial Issue budget by approximately $12,000. There are no funds available from another account to reclassify. Therefore, this is a new money request. Board approval of this request will result in either a year-end reduction in General Fund surplus or a slightly larger GF deficit.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2300-537-30	67,725	13,500	81,225
Account Description →	Monthly Cellular Services			
Budget Page # →	176			

** Includes any prior approved amendments

Explanation Below

Due to a recent decision to increase the number of department-issued cellphones provided to staff in the Police Deparment, staff expects to surpass the Monthly Cellular Services account budget by approximately $13,500. There are no funds available from another account to reclassify. Therefore, this is a new money request. Board approval of this request will result in either a year-end reduction in General Fund surplus or a slightly larger GF deficit.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Lori Baker

Title: Chief Information Officer

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-1400-537-07	11-1400-537-01	52,000	22,000	30,000	55,000	22,000	77,000
Account Descriptions →	Internet	Telephone Monthly Service						
Budget Page # →	158	158						

** Includes any prior approved amendments

Explanation Below

Due to unanticipated requests for additional mobile devices in the various Departments, the monthly cellular costs increased in Account 11-1400-537-01. Also, due to shortages in available Information Technology Department staff, some Internet projects planned for 11-1400-537-07 will not be completed this fiscal year. Therefore, there are sufficient funds available in 11-1400-537-07 to move to 11-1400-537-01 to cover the overage. As this is a reclassification only, it will have no effect on the Village's General Fund.

Staff has prepared a budget amendment to move the amount appropriated for FY 2024 Telephone Service/Internet expenses from Fund 11, Telephone Service/Internet, to Fund 11, Telephone Service/Monthly Services. There is no effect on the total appropriated expenses between the two accounts.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-501-01	11-2100-502-01	10,762,680	1,400	10,761,280	42,435	1,400	43,835
Account Descriptions →	Regular Salaries	Part -Time Salaries						
Budget Page # →	170	170						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-505-07 contains funds for salaries of part-time employees. Due to additional staffing needs on various occassions during the fiscal year, staff expects to surpass the Part-Time Salaries budget amount by approximately $1,400. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-501-01	11-2100-505-07	10,761,280	3,200	10,758,080	32,800	3,200	36,000
Account Descriptions →	Regular Salaries	Fitness Incentive						
Budget Page # →	170	170						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-505-07 contains funds for physical fitness stipends. Due to an increase in the stipend amount and additional participants, staff expects to surplass the Fitness Incentive budget amount by approximately $3,200. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-533-00	11-2100-537-01	1,800	800	1,000	7,940	800	8,740
Account Descriptions →	Postage	Regular Service						
Budget Page # →	171	171						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-537-01 contains funds for the cost of regular department phone service. The cost of regular phone services increase periodically during the fiscal year. For this reason, staff expects to surpass the Regular Service budgeted amount by approximately $800. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-34	11-2100-541-33	1,250	200	1,050	5,000	200	5,200
Account Descriptions →	Community Relations Training	Non-Sworn Training						
Budget Page # →	172	172						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-541-33 contains funds for the cost of non-sworn training. Due to additional training for new Records staff, staff expects to surpass the Non-Sworn training budget by approximately $200. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-554-38	11-2100-545-00	2,000	150	1,850	6,500	150	6,650
Account Descriptions →	Animal Impoundment	Printing						
Budget Page # →	173	172						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-545-00 contains funds for the printing of forms and other hard copy materials. The timing of these printing tasks vary and, therefore staff expects to surpass the Printing budget amount by approximately $150. This reclassification covers that increase. No further expenses are expected to be charged this account in FY '24. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-35	11-2100-554-34	5,000	800	4,200	25,720	800	26,520
Account Descriptions →	Counseling Services Training	Medical Services						
Budget Page # →	172	173						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-554-34 contains funds for medical testing services including random drug testing, job related testing and removal services. Due to the timing of these services, staff expects to surpass the medical services budget amount by approximately $800. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-31	11-2100-554-35	80,000	8,100	71,900	12,000	8,100	20,100
Account Descriptions →	Sworn Training	Candidate Evaluation						
Budget Page # →	172	173						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-554-35 contains funds for the cost of hiring new sworn staff. These expenses generally include background checks, polygraph examinations, and medical testing. Largely due to legal services required by the Board of Fire and Police Commission during the fiscal year, staff expects to surpass the Candidate Evaluation account budget by approximately $8,100. Additional unanticipated expenses included testing for new recruits in the wake of multiple retirements during the fiscal year. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-554-38	11-2100-558-31	1,850	450	1,400	500	450	950
Account Descriptions →	Animal Impoundment	Department Equipment Rental						
Budget Page # →	173	173						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-558-00 contains funds for the towing of vehicles. The number and timing of these events vary and, therefore, staff expects to surpass the Equipment Rental budget amount by approximately $450. This reclassification covers that increase. No further expenses are expected to be charged this account in FY '24. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-631-05	11-2100-561-00	23,350	1,200	22,150	1,500	1,200	2,700
Account Descriptions →	Field Supplies	Service Recognition						
Budget Page # →	174	173						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-561-00 contains funds for the cost of employee recognition to include retirement plaques and badges. Due to the number of retirements experience during the fiscal year, costs for these items were greater than expected. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
								Recommended
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-35	11-2100-573-00	4,200	850	3,350	2,700	850	3,550
Account Descriptions →	Counseling Services Training	Advertising						
Budget Page # →	172	173						

** Includes any prior approved amendments

Explanation Below

Due to recent retirements, separations, and a limited number of candidates applying through our traditiional and lateral processes, staff has needed to advertise for a greater number of position vacancies than anticipated. Staff expects to surpass the Advertising account budget by approximately $850. This reclassification covers that increase. No further expenses are expected to be charged this account in FY '24. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-631-05	11-2100-617-00	22,150	700	21,450	5,400	700	6,100
Account Descriptions →	Field Supplies	Medical Supplies						
Budget Page # →	174	174						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-617-00 contains funds for the cost of medical and first aid supplies. Due to inflationary adjustements in teh price these supplies, staff expects to surpass the Medical Supplies budgeted amount by approximately $700. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From **GL #**	To **GL #**	Current Yr Budget**	Requested Amount	Current Yr Amended	Current Yr Budget**	Requested Amount	Recommended Current Yr Amended
	11-2100-521-36	11-2100-653-01	25,200	6,000	19,200	95,520	6,000	101,520
Account Descriptions →	Equipment and Software Maintenance	Uniform Issue						
Budget Page # →	171	175						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-653-01 contains funds for the cost of uniform allowance expenses and miscellaneous department uniform item purchases. Due to multiple new hires, the timing departmental stock purchases, and the timing of officer allowance expenses, staff conservatively estimates that expenses will surpass the Uniform Issue budget amount by approximately $6,000. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
								Recommended
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-32	11-2100-653-31	10,000	5,000	5,000	9,300	5,000	14,300
Account Descriptions →	Recruit Training	Promotional Uniforms						
Budget Page # →	172	175						

** Includes any prior approved amendments

Explanation Below

Due to multiple retirements and the resulting promotions within the department, staff has needed to upgrade uniform items to reflect the new ranks and expects to surpass the Promotional Uniforms budget by approximately $5,000. There are no funds available from another account to reclassify. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2300-521-02	11-2300-537-10	10,900	900	10,000	9,660	900	10,560
Account Descriptions →	Radio Maintenance	EOC Maintenance						
Budget Page # →	176	176						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2300-537-10 contains funds for the maintenance of our Emergency operations center phone services. Due to an increase in the cost of phone services during the fiscal year, staff expects to surpass the Other Professional Services budget by $900. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2300-521-02	11-2300-554-00	15,000	4,100	10,900	196,840	4,100	200,940
Account Descriptions →	Radio Maintenance	Other Professional Services						
Budget Page # →	176	176						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2300-554-00 contains funds for the maintenance of our E911 services and infrastructure. Due to an increase in the cost of fiber connections to our redundant locations implemented during the fiscal year, staff expects to surpass the Other Professional Services budget by $4,100. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2024 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden

Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-541-31	11-2100-544-00	71,900	600	71,300	5,000	600	5,600
Account Descriptions →	Sworn Training	Mileage Reimbursement						
Budget Page # →	172	172						

** Includes any prior approved amendments

Explanation Below

Police Department Account 11-2100-544-00 contains funds for the cost of mileage reimbursement. These expenses include milage reimbursement for court appearance and miscellaneous employee travel expenses. Due to increased number of visit to court proceedings as courts continue their return to in-person operations, staff expects to surpass the Mileage Reimbursement budget by approximately $600. This reclassification covers those unanticipated costs. As this is a reclassification only, it will have no affect on the Village's General Fund.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing an Agreement for Pavement Marking Services with Precision Pavement Markings, Inc. of Pingree Grove, Illinois

Overview
This resolution authorizes the approval of an agreement for pavement marking services with Precision Pavement Markings, Inc. of Pingree Grove, Illinois in the not to exceed amount of $150,310.

Fiscal Impact
The Fiscal Year 2024/25 Budget contains funds in account numbers 11-4100-531-92 and 11-4100-531-93 in the amounts of $51,310 and $24,000 respectively for traffic control, crosswalks, and bicycle pavement markings. These funds were intended to cover the annual pavement marking program; however, redoing all pavement markings adjacent to schools has been identified as a priority. While an increased cost compared to the annual program, it was determined that funds from the traffic impact fund could be used to cover this expense. Staff intended to budget $75,000 in the Traffic Impact Fund account number 25-9100-531-92 to cover the increased cost but these funds were unintentionally omitted during the budget revision process. A budget amendment will be required then funding for pavement markings will be taken from these accounts as needed to complete the work at prices outlined in Exhibit B.

Recommendation
Approval.

Background

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

In 2021, Village staff introduced a refined pavement marking progra m that started with the identification of seven areas where pavement markings will occur throughout the program. Staff took physical inventory of all pavement markings, which included stencils, lines, skip

dashes, stop bars, and bicycle sharrows, and noted the type of product applied for each marking, including paint, tape, and thermoplastic. This data was imported and utilized to generate an interactive map and dashboard in the Geographic Information System (GIS). As built, the GIS program allows the Street Division to budget and efficiently program the annual pavement marking program. In addition to the planned routes that will be painted, included in this year's program will be the repainting of all crosswalks in the areas around schools and houses of worship. This work will be completed before school starts in the fall of 2024.

In February 2024, staff developed and issued a Request for Proposals (RFP) for contractual assistance to maintain various types of pavement markings on an as-needed basis. The RFP also sought unit pricing for different types of materials beyond the Village's standard paint, which included a modified urethane product and thermoplastic in order to use the most cost effective solution in a given location. The RFP was electronically mailed to four Chicagoland area firms that specialize in this work and posted on the Village website. On Thursday, March 7, 2024, staff opened two sealed proposals. A summary of the base proposal price is included in Table 1 below.

Table 1. Summary of Proposals	
Firm	**Base Proposal Price**
Precision Pavement Markings, Inc.	$55,387.50
Marking Specialists Corporation	$101,55.00

Based on the unit pricing submitted by Precision Pavement Markings, Inc. the costs for the work identified by Public Works is summarized in Table 2.

Table 2. Summary of Work Based on Unit Pricing		
Work Segment	**Material**	**Segment Cost**
Crosswalks and Stop Bars	Urethane	$26,358
Sherman Drive	Urethane	$10,172
Pavement Marking Section 1	Paint	$68,225
Pavement Marking Section 7	Paint	$40,861
Total		**$145,616**

Precision Pavement Markings, Inc. of Pingree Grove, Illinois, submitted the lowest, most responsive proposal. The Contractor is new to the Village. References were checked at the Cities of Highland Park and Evanston and Villages of Morton Grove, Palatine, and Libertyville. All references were positive. Staff is confident that the Contractor can complete the work as specified. The initial term for the agreement is from May 1, 2024 to April 30, 2025, with the option for four one-year renewals upon mutual agreement between the Village and the Contractor. The renewals may include cost increases not exceeding the Consumer Price Index for the Chicagoland area for the previous 12-month period.

Staff recommends Village Board approval of a Resolution authorizing the execution of an agreement with Precision Pavement Markings, Inc. of Pingree Grove, Illinois for pavement

marking services in the not to exceed amount of $150,310.

A Resolution Authorizing an Agreement for Pavement Marking Services.doc
Exhibit A - Pavement Marking Services Contract FY 2024-2025.pdf
Exhibit B - Unit Pricing Pavement Marking FY 2024-2025.pdf
Exhibit C - Pavement Marking Bid Tab.pdf
Exhibit D - Section 1 Pavement Marking Map.pdf
Exhibit E - Section 7 Pavement Marking Map.pdf
Exhibit F - Crosswalk, Stop Bars, and Sherman Drive Map.pdf

Resolution 2024-XXXX

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

A Resolution Authorizing an Agreement for Pavement Marking Services with Precision, Pavement Marking, Inc. of Pingree Grove, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/25 Budget provides funds for pavement marking services ("***Services***"). Contractual pavement marking services are utilized on an as-needed basis to replace faded pavement markings.

In February 2024, staff prepared a Request for Proposals (RFP) seeking unit prices for the Services with options for up to four (4) one-year renewals. Two proposals were received on March 7, 2024. Precision Pavement Markings, Inc. of Pingree Grove, Illinois ("***Contractor***") submitted the most advantageous proposal.

The Fiscal Year 2024/25 Budget provides funds in account numbers 11-4100-531-92 and 11-4100-531-93 in the amount of $75,310 for pavement markings and bicycle and pedestrian markings. Due to increased costs and an increased scope of work identified during the budgeting process, $75,000 of funds in the Traffic Impact Fund were identified for use for this work. However, these funds were omitted from the budget and an amendment will be required for account 25-9100-531-92. Funding will be taken from these accounts as needed to complete this work.

Based on these factors, staff recommends that the Board of Trustees authorize execution of an Agreement ("***Agreement***") in accordance with the unit prices attached to this resolution as ***Exhibit B.*** The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to execute the Agreement.

Section 2. Approval of Agreement.

The Agreement with the Contractor to provide the Services during Fiscal Year 2024/25 at the unit costs outlined in ***Exhibit B*** in a not to exceed amount of $150,310 is hereby approved.

Section 3. Authorization.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Services from the Contractor in accordance with the terms of the Agreement.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR
PAVEMENT MARKING SERVICES

Full Name of Bidder: Precision Pavement Markings, Inc.
"Bidder"

Principal Office Address: 1220 Bell Court, Pingree Grove, IL 60140

Local Office Address: 1220 Bell Court, Pingree Grove, IL 60140

Contact Person: Daniel Gurion E-mail: dgurion@precisionpavement.com

Telephone: 847-931-9092 Fax: 847-637-0867

TO: **NORTHBROOK PUBLIC WORKS DEPARTMENT**
655 HUEHL ROAD
NORTHBROOK, IL 60062
ATTENTION: JACK TIERNEY, MANAGEMENT ANALYST

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None **[if none, write "None"]**, which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for pavement marking services including all specifications listed in Attachment A.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and insurance certificates specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto in Attachment A and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to confirm strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Item		Estimated Quantity	Material	U/M	Unit Price	Extended Price
1.	4" White Striping – Edge line	10,000	Paint	LF	0.40	4,000.00
2.	4" White Striping – Edge line	10,000	Modified Urethane	LF	0.65	6,500.00
3.	4" White Striping – Handwork	3,000	Paint	LF	0.55	1,650.00
4.	4" White Striping – Handwork	3,000	Modified Urethane	LF	1.72	5,160.00
5.	4" Yellow Striping – Centerline	40,000	Paint	LF	0.40	16,000.00

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6.	4" Yellow Striping – Centerline	40,000	Modified Urethane	LF	0.65	26,000.00
7.	4" Black Striping	5,000	Paint	LF	0.55	2,750.00
8.	4" Black Striping	5,000	Modified Urethane	LF	N/A	N/A
9.	4" Solid Double Yellow Line	5,000	Thermoplastic	LF	0.85	4,250.00
10.	6" White Striping	16,000	Paint	LF	0.55	8,800.00
11.	6" White Striping	16,000	Modified Urethane	LF	0.75	12,000.00
12.	6" Yellow Striping	2,500	Paint	LF	0.55	1,375.00
13.	6" Yellow Striping	2,500	Modified Urethane	LF	0.75	1,875.00
14.	6" Black Striping	5,000	Paint	LF	0.65	3,250.00
15.	6" Black Striping	5,000	Modified Urethane	LF	N/A	N/A
16.	6" Solid White Line	700	Thermoplastic	LF	1.65	1,155.00
17.	6" Solid White Skip Dash Line	100	Thermoplastic	LF	1.65	165.00
18.	12" White Striping	2,000	Paint	LF	2.25	4,500.00
19.	12" White Striping	2,000	Modified Urethane	LF	3.22	6,440.00
20.	12" Yellow Striping	750	Paint	LF	2.25	1,687.50
21.	12" Yellow Striping	750	Modified Urethane	LF	3.22	2,415.00
22.	12" White Pedestrian Crosswalk	100	Thermoplastic	LF	3.65	365.00
23.	13" Yellow Chevron	500	Thermoplastic	LF	4.65	2,325.00
24.	24" White Striping	1,000	Paint	LF	3.25	3,250.00
25.	24" White Striping	1,000	Modified Urethane	LF	4.25	4,250.00
26.	Letters and Symbols	2,500	Paint	Sq. F	3.25	8,125.00
27.	Letters and Symbols	2,500	Modified Urethane	Sq. F	5.95	14,875.00

28.	Stop Bar	200	Thermoplastic	LF	6.85	1,370.00
29.	Grinding (Pavement Marking Removal)	12,000		Sq. F	1.20	14,400.00
					Total:	158,932.50

All quantities are tentative, based on historic usage and subject to increase or decrease at the Owner's sole discretion. The unit pricing is "all-inclusive" and specifically includes all labor, supervision, equipment, material and other miscellaneous costs associated with completion of the Work.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

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

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and,

4. Bidder has thoroughly examined this Contract/Proposal and has thoroughly inspected the Work Site, prior to submission of its bid.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Payment to be made after successful completion of all work. All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

As necessary, Bidder shall submit to Owner, certified payroll records as defined in, and required by, Section 5 of the Prevailing Wage Act, as amended, 820 ILCS 130/5.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

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PAVEMENT MARKING SERVICES

The term of this Contract/Proposal shall be from the date of signing to April 30, 2025. The Village and the Bidder may, by mutual written consent provided no later than 30 days before expiration of this Contract or a subsequent extension, renew the Contract for up to four (4) additional one year terms, each beginning May 1 and ending April 30. Any price increases in subsequent renewals shall not exceed the average increase over the previous 12 month period in CPI-All Urban Consumers for Chicago-Naperville-Elgin.

4. Financial Assistance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability. Limits shall not be less than:

Workers' Compensation: Statutory

Employer's Liability:
$500,000 ea. accident-injury
$500,000 ea. employee-disease
$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2 and 3 above.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

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

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including without limitation, the performance standards set forth in Subsection 1B of this Contact/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgments

CONTRACT/PROPOSAL FOR PAVEMENT MARKING SERVICES

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

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

B. Reservations of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the instructions to Bidders.

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

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

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

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

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

H. Amendments. No modification, addition, deletion, revision, alternation, or other change in this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

DATED this 5th day of March, 2024.

CONTRACT/PROPOSAL FOR
PAVEMENT MARKING SERVICES

Bidder's Status: (X) Illinois (State) Corporation

( ) _____ (State) Partnership

( ) _____ Individual Proprietor

Bidder's Name: Precision Pavement Markings, Inc.

D/B/A (if different): _____

Signature of Bidder or Authorized Agent: Billy J. Salazar

(corporate seal)

Printed Name: Billy J. Salazar

Title/Position: Corporate Secretary

Bidder's Business Address: 1220 Bell Court, Pingree Grove, IL 60140

Bidder's Business Telephone Number: 847-931-9092

Facsimile Number: 847-637-0867

If a Corporation or Partnership, list all Officers or Partners (Use Additional Pages If Necessary):

Name	Title	Address
Alfredo Salazar	President	1220 Bell Court, Pingree Grove, IL 60140
Alfredo Salazar Jr.	Vice President	1220 Bell Court, Pingree Grove, IL 60140
Billy J. Salazar	Corporate Secretary	1220 Bell Court, Pingree Grove, IL 60140

CONTRACT/PROPOSAL FOR
PAVEMENT MARKING SERVICES

REFERENCES

Please provide five references with whom your company currently has a contract for services similar to those outlined in this request for proposals. Large commercial properties and municipal references preferred.

Client: City of Highland Park

Contact Name: Bianca Ramirez

Contact Phone: 847-926-1189 Contact E-mail: bramirez@cityhpil.com

Client: City of Evanston

Contact Name: William Reed III

Contact Phone: 847-859-7725 Contact E-mail: wreed@cityofevanston.org

Client: Village of Morton Grove

Contact Name: Chris Tomich

Contact Phone: 847-470-5235 Contact E-mail: ctomich@mortongroveil.org

Client: Village of Palatine

Contact Name: Cory Gerstung

Contact Phone: 847-705-5200 Contact E-mail: cgersung@palatine.il.us

Client: Village of Libertyville

Contact Name: Laura Ditanto

Contact Phone: 847-247-5432 Contact E-mail: lditanto@libertyville.com

CONTRACT/PROPOSAL FOR
PAVEMENT MARKING SERVICES

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Northbrook ("Owner") this _____ day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III

Title: Village Clerk

By: _____
Cara Pavlicek

Title: Village Manager

CONTRACT/PROPOSAL FOR
PAVEMENT MARKING SERVICES

ATTACHMENT A

SPECIFICATIONS FOR PAVEMENT MARKING SERVICES

1. SCOPE OF SERVICES

The vendor shall provide the installation of the types of pavement markings identified under Section 2 (A) of the Contract. Pavement markings will be done with the material specified by the Owner. All work and pavement markings must conform to the latest edition of the "Standard Specifications for Road and Bridge Construction" (specifically sections 701, 780, 783, and 1095.02) published by the Illinois Department of Transportation and shall follow the latest edition of the "Manual on Uniform Traffic Control Devices" published by the Federal Highway Administration. The Contractor shall furnish all labor, supervision, materials, tools, equipment and other means necessary to complete the work. Work shall be in accordance with the Prevailing Wage Act as outlined in Section 4 of this Attachment.

2. TERM OF THE AGREEMENT AND RENEWALS

The initial term of this Contract/Proposal shall be from May 1, 2024 to April 30, 2025. The Village and the Bidder may, by mutual written consent provided no later than 30 days before expiration of this Contract or a subsequent extension, renew the Contract for up to four (4) additional one year terms, each beginning May 1 and ending April 30. Any price increases in subsequent renewals shall not exceed the average increase over the previous 12 month period in CPI-All Urban Consumers for Chicago-Naperville-Elgin.

3. TECHNICALSPECIFICATIONS

3.1 The Contractor shall maintain all equipment used for completing the Work in good operating condition and with the appropriate licenses and inspections by the State of Illinois. The Contractor is responsible for providing qualified truck drivers with verified Commercial Driver's Licenses and/or other required certifications or licenses as applicable.

3.2 Hours of operation shall be between 7 a.m. and 3 p.m. Monday through Friday unless otherwise authorized in written form by the Owner or the Owner's designee.

3.3 The Contractor shall respond to all Village requests for service not less than 24 hours after receiving a call.

4. CERTIFIED PAYROLLS

Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the

Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

Exhibit B
Pavement Marking Unit Pricing FY 2024-2025

	Item	Estimated Quantity	Material	U/M	Unit Price	Extended Price
1	4" White Striping – Edge line	10,000	Paint	LF	$ 0.40	$ 4,000.00
2	4" White Striping – Edge line	10,000	Modified Urethane	LF	$ 0.65	$ 6,500.00
3	4" White Striping – Handwork	3,000	Paint	LF	$ 0.55	$ 1,650.00
4	4" White Striping – Handwork	3,000	Modified Urethane	LF	$ 1.72	$ 5,160.00
5	4" Yellow Striping – Centerline	40,000	Paint	LF	$ 0.40	$ 16,000.00
6	4" Yellow Striping – Centerline	40,000	Modified Urethane	LF	$ 0.65	$ 26,000.00
7	4" Black Striping	5,000	Paint	LF	$ 0.55	$ 2,750.00
8	4" Black Striping	5,000	Modified Urethane	LF	N/A	N/A
9	4" Solid Double Yellow Line	5,000	Thermoplastic	LF	$ 0.85	$ 4,250.00
10	6" White Striping	16,000	Paint	LF	$ 0.55	$ 8,800.00
11	6" White Striping	16,000	Modified Urethane	LF	$ 0.75	$ 12,000.00
12	6" Yellow Striping	2,500	Paint	LF	$ 0.55	$ 1,375.00
13	6" Yellow Striping	2,500	Modified Urethane	LF	$ 0.75	$ 1,875.00
14	6" Black Striping	5,000	Paint	LF	$ 0.65	$ 3,250.00
15	6" Black Striping	5,000	Modified Urethane	LF	N/A	N/A
16	6" Solid White Line	700	Thermoplastic	LF	$ 1.65	$ 1,155.00
17	6" Solid White Skip Dash Line	100	Thermoplastic	LF	$ 1.65	$ 165.00
18	12" White Striping	2,000	Paint	LF	$ 2.25	$ 4,500.00
19	12" White Striping	2,000	Modified Urethane	LF	$ 3.22	$ 6,440.00
20	12" Yellow Striping	750	Paint	LF	$ 2.25	$ 1,687.50
21	12" Yellow Striping	750	Modified Urethane	LF	$ 3.22	$ 2,415.00
22	12" White Pedestrian Crosswalk	100	Thermoplastic	LF	$ 3.65	$ 365.00
23	13" Yellow Chevron	500	Thermoplastic	LF	$ 4.65	$ 2,325.00
24	24" White Striping	1,000	Paint	LF	$ 3.25	$ 3,250.00
25	24" White Striping	1,000	Modified Urethane	LF	$ 4.25	$ 4,250.00
26	Letters and Symbols	2,500	Paint	Sq. F	$ 3.25	$ 8,125.00
27	Letters and Symbols	2,500	Modified Urethane	Sq. F	$ 5.95	$ 14,875.00
28	Stop Bar	200	Thermoplastic	LF	$ 6.85	$ 1,370.00
29	Grinding (Pavement Marking Removal)	12,000		Sq. F	$ 1.20	$ 14,400.00

Firm: Pavement Marking

	Item	Estimated Quantity	Material	U/M	Unit Price	Extended Price
1	4" White Striping – Edge line	10,000	Paint	LF	0.40	
2	4" White Striping – Edge line	10,000	Modified Urethane	LF	0.65	
3	4" White Striping – Handwork	3,000	Paint	LF	0.55	
4	4" White Striping – Handwork	3,000	Modified Urethane	LF	1.72	
5	4" Yellow Striping – Centerline	40,000	Paint	LF	0.40	
6	4" Yellow Striping – Centerline	40,000	Modified Urethane	LF	0.65	
7	4" Black Striping	5,000	Paint	LF	0.55	
8	4" Black Striping	5,000	Modified Urethane	LF	N/A	
9	4" Solid Double Yellow Line	5,000	Thermoplastic	LF	0.85	
10	6" White Striping	16,000	Paint	LF	0.55	
11	6" White Striping	16,000	Modified Urethane	LF	0.75	
12	6" Yellow Striping	2,500	Paint	LF	0.55	
13	6" Yellow Striping	2,500	Modified Urethane	LF	0.75	
14	6" Black Striping	5,000	Paint	LF	0.65	
15	6" Black Striping	5,000	Modified Urethane	LF	N/A	
16	6" Solid White Line	700	Thermoplastic	LF	1.65	
17	6" Solid White Skip Dash Line	100	Thermoplastic	LF	1.65	
18	12" White Striping	2,000	Paint	LF	2.25	

Firm: Marking Specialist

	Item	Estimated Quantity	Material	U/M	Unit Price	Extended Price
1	4" White Striping – Edge line	10,000	Paint	LF	0.62	
2	4" White Striping – Edge line	10,000	Modified Urethane	LF	1.00	
3	4" White Striping – Handwork	3,000	Paint	LF	1.00	
4	4" White Striping – Handwork	3,000	Modified Urethane	LF	1.25	
5	4" Yellow Striping – Centerline	40,000	Paint	LF	0.62	
6	4" Yellow Striping – Centerline	40,000	Modified Urethane	LF	1.00	
7	4" Black Striping	5,000	Paint	LF	1.10	
8	4" Black Striping	5,000	Modified Urethane	LF	1.50	
9	4" Solid Double Yellow Line	5,000	Thermoplastic	LF	1.50	
10	6" White Striping	16,000	Paint	LF	1.60	
11	6" White Striping	16,000	Modified Urethane	LF	2.10	
12	6" Yellow Striping	2,500	Paint	LF	1.60	
13	6" Yellow Striping	2,500	Modified Urethane	LF	2.10	
14	6" Black Striping	5,000	Paint	LF	1.70	
15	6" Black Striping	5,000	Modified Urethane	LF	2.25	
16	6" Solid White Line	700	Thermoplastic	LF	2.20	
17	6" Solid White Skip Dash Line	100	Thermoplastic	LF	2.20	
18	12" White Striping	2,000	Paint	LF	3.20	

Firm:

	Item	Estimated Quantity	Material	U/M	Unit Price	Extended Price
1	4" White Striping – Edge line	10,000	Paint	LF		
2	4" White Striping – Edge line	10,000	Modified Urethane	LF		
3	4" White Striping – Handwork	3,000	Paint	LF		
4	4" White Striping – Handwork	3,000	Modified Urethane	LF		
5	4" Yellow Striping – Centerline	40,000	Paint	LF		
6	4" Yellow Striping – Centerline	40,000	Modified Urethane	LF		
7	4" Black Striping	5,000	Paint	LF		
8	4" Black Striping	5,000	Modified Urethane	LF		
9	4" Solid Double Yellow Line	5,000	Thermoplastic	LF		
10	6" White Striping	16,000	Paint	LF		
11	6" White Striping	16,000	Modified Urethane	LF		
12	6" Yellow Striping	2,500	Paint	LF		
13	6" Yellow Striping	2,500	Modified Urethane	LF		
14	6" Black Striping	5,000	Paint	LF		
15	6" Black Striping	5,000	Modified Urethane	LF		
16	6" Solid White Line	700	Thermoplastic	LF		
17	6" Solid White Skip Dash Line	100	Thermoplastic	LF		
18	12" White Striping	2,000	Paint	LF		

Precision Pavement

19	12" White Striping	2,000	Modified Urethane	LF	3.22	
20	12" Yellow Striping	750	Paint	LF	2.25	
21	12" Yellow Striping	750	Modified Urethane	LF	3.22	
22	12" White Pedestrian Crosswalk	100	Thermopl astic	LF	3.65	
23	13" Yellow Chevron	500	Thermopl astic	LF	4.65	
24	24" White Striping	1,000	Paint	LF	3.25	
25	24" White Striping	1,000	Modified Urethane	LF	4.25	
26	Letters and Symbols	2,500	Paint	Sq. F	3.25	
27	Letters and Symbols	2,500	Modified Urethane	Sq. F	5.95	
28	Stop Bar	200	Thermopl astic	LF	6.85	
29	Grinding (Pavement Marking Removal)	12,000		Sq. F	1.20	
				Total:		

Marking Specialists

19	12" White Striping	2,000	Modified Urethane	LF	4.20	
20	12" Yellow Striping	750	Paint	LF	3.20	
21	12" Yellow Striping	750	Modified Urethane	LF	4.20	
22	12" White Pedestrian Crosswalk	100	Thermopl astic	LF	4.40	
23	13" Yellow Chevron	500	Thermopl astic	LF	5.40	
24	24" White Striping	1,000	Paint	LF	6.40	
25	24" White Striping	1,000	Modified Urethane	LF	8.40	
26	Letters and Symbols	2,500	Paint	Sq. F	3.50	
27	Letters and Symbols	2,500	Modified Urethane	Sq. F	5.50	
28	Stop Bar	200	Thermopl astic	LF	8.80	
29	Grinding (Pavement Marking Removal)	12,000		Sq. F	1.15	
				Total:		

19	12" White Striping	2,000	Modified Urethane	LF		
20	12" Yellow Striping	750	Paint	LF		
21	12" Yellow Striping	750	Modified Urethane	LF		
22	12" White Pedestria n Crosswalk	100	Thermopl astic	LF		
23	13" Yellow Chevron	500	Thermopl astic	LF		
24	24" White Striping	1,000	Paint	LF		
25	24" White Striping	1,000	Modified Urethane	LF		
26	Letters and Symbols	2,500	Paint	Sq. F		
27	Letters and Symbols	2,500	Modified Urethane	Sq. F		
28	Stop Bar	200	Thermopl astic	LF		
29	Grinding (Pavemen t Marking Removal)	12,000		Sq. F		
				Total:		

northbrook

Pavement Marking Section 1 2024

Pavement Marking (768)

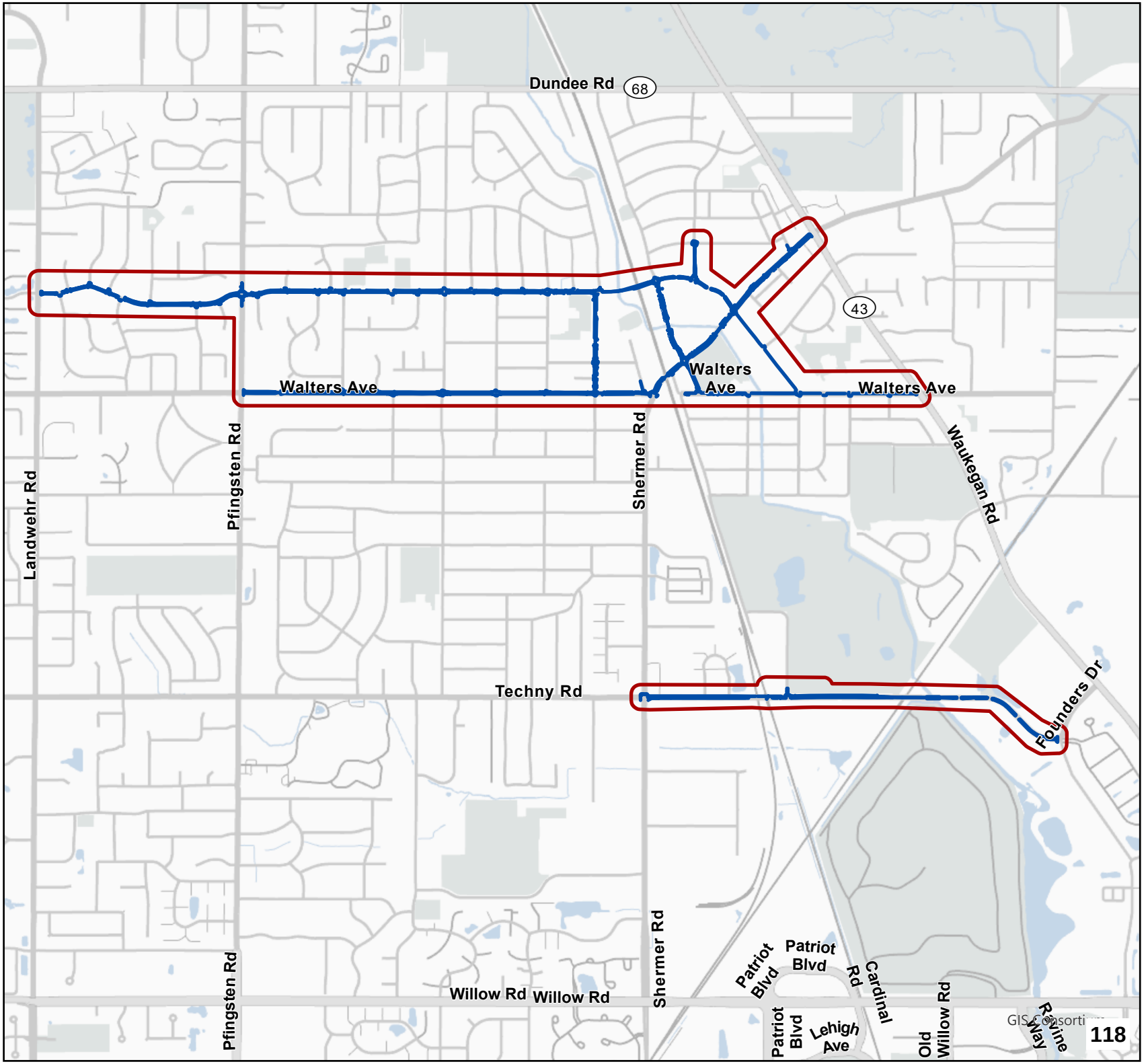
Section 1

Line work is a generalized representation and may differ from the actual requirements.

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Northbrook, Illinois, is not responsible for any inaccuracies herein contained. No Responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. Any errors should be reported to the Information Technology Department.

GIS Consortium

3/12/2024



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Pavement Marking Section 7 2024

Pavement Marking (193)

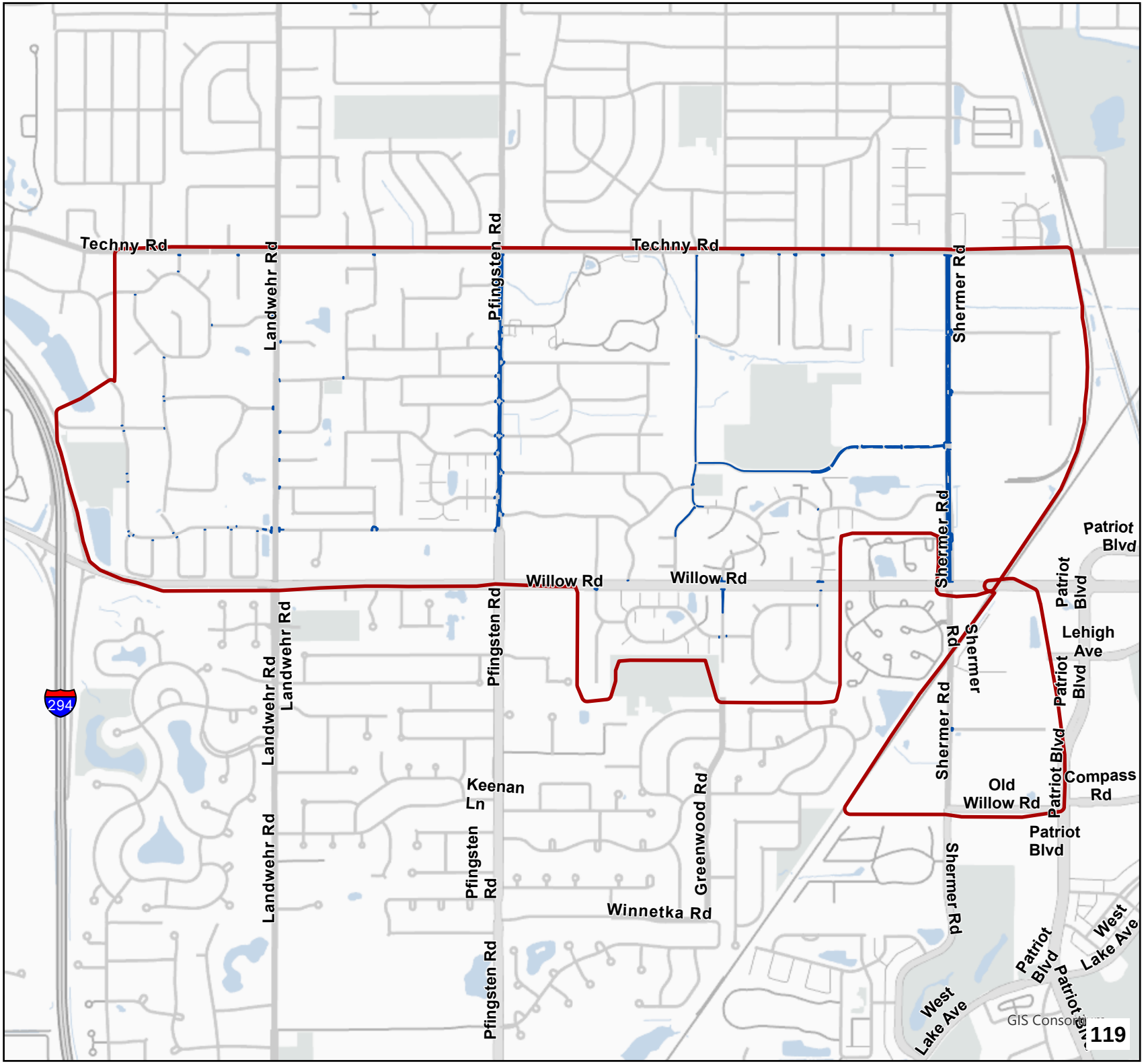
Section 7

Line work is a generalized representation and may differ from the actual requirements.

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3/12/2024



northbrook

Pavement Markings

Legend

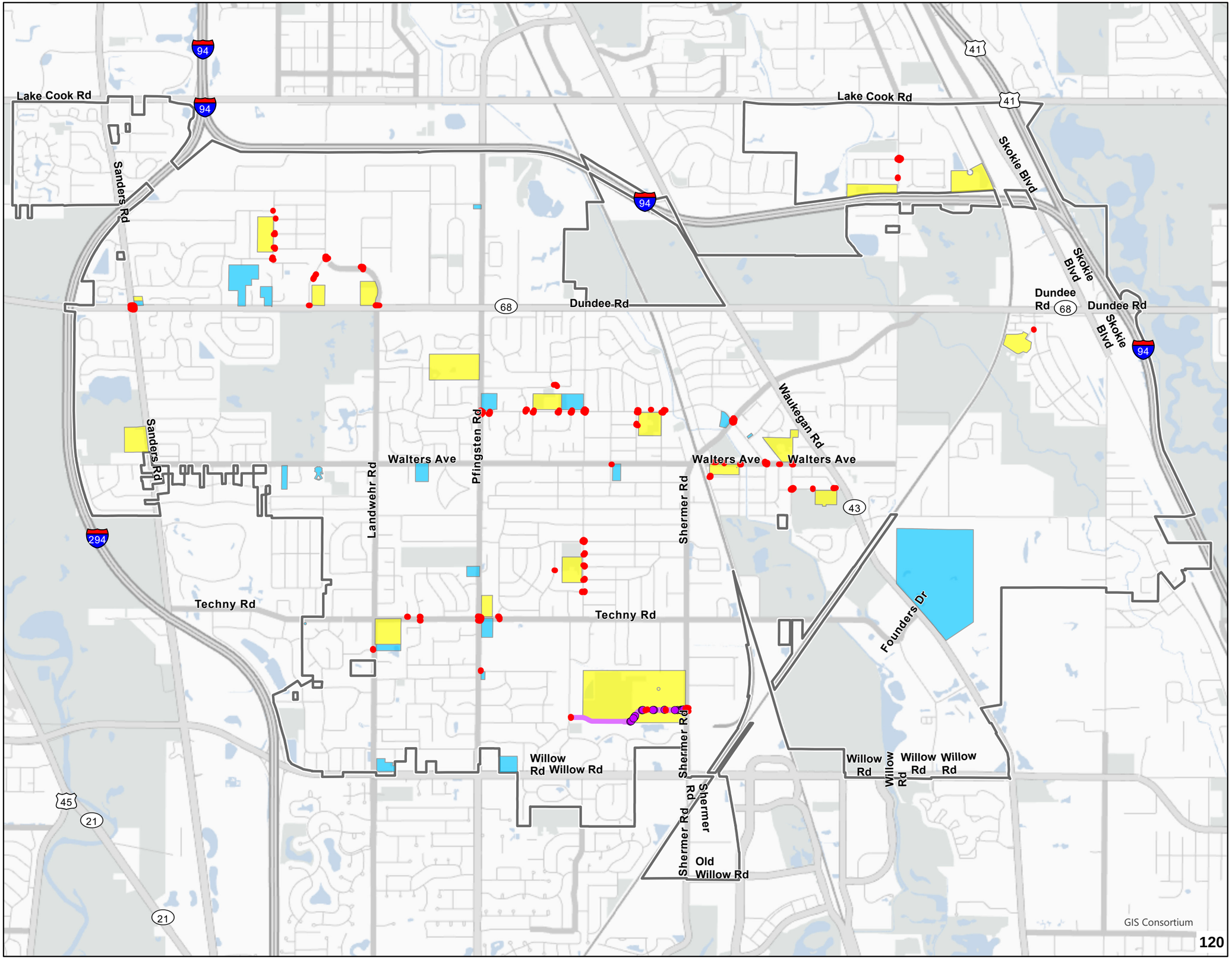
- Sherman Dr Stencils
- Sherman Dr Line Work
- Crosswalks & Stop Bars Near Schools
- School
- Place of Worship

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Northbrook, Illinois, is not responsible for any inaccuracies herein contained. No Responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. Any errors should be reported to the Information Technology Department.

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GIS Consortium

3/28/2024



MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing the Purchase of LED Streetlight Fixtures from Graybar Electric Company, Inc. of St. Louis, Missouri

Overview

This Resolution authorizes the purchase of 235 LED streetlighting fixtures in the not-to-exceed amount of $125,000 from Graybar Electric Company, Inc. of St. Louis, Missouri.

Fiscal Impact

The Fiscal Year 2024/25 Budget includes sufficient funds in Account No. 40-7400-531-24 (Traffic Signals and Street Lights) and Account 11-4100-613-75 (Street Lighting Repairs) for the purchase of 235 residential and roadway lighting fixtures ("Fixtures") in the amount of $125,000. Unit prices are outlined in Exhibit A. It is important to note that the Village secured and accepted the terms and conditions of a Department of Energy - Energy Efficiency Conservation Block Grant ("Rebate") with Resolution 24-R-16 that provides a rebate to the Village of $76,390. With the Rebate, the total purchase price for the Fixtures will be $48,610. Additionally, the Village will coordinate with ComEd to revise the usage of unmetered street lights and seek any additional rebates from ComEd that are available.

Account Name	Account Number	Budget	Available	Requested	Remaining	Within Budget
Traffic Signals and Street Lights	40-7400-531-24	$150,000	$100,000	$100,000	$0	Yes
Street Lighting Repairs	11-4100-613-75	$44,000	$44,000	$25,000	$19,000	Yes

Recommendation

Approval.

Background

The Village of Northbrook owns and maintains 1,558 residential and roadway street lights of which 450 are LED. The Village's Climate Action Plan (CAP) action item BE 5-1 outlines the goal for all street lights to be converted to LED by 2030. As part of this initiative, Village staff

have identified 235 residential and roadway light fixtures to be converted to LED. Residential lights will be Town and Country models while roadway lights will be the Cobra Head model. Both fixtures will conform to the Village's updated Engineering Standards and can be adjusted for brightness using a dial on the fixture.

Village staff secured a Department of Energy – Energy Efficiency and Conservation Block Grant ("Grant") for the installation of LED street lighting fixtures in the amount of $76,390 as approved in Resolution 24-R-16. The Grant will help offset the Village's costs for purchasing LED streetlights. Installation of the 235 fixtures will be completed by Village staff at Sky Harbor Business Park, Wildebrook, Evergreen, Timbers Edge, Sutton Point, Lakeshire, Huntington Subdivisions.

All fixtures come with a five-year warranty and have an estimated lifespan of 100,000 hours of usage. Current energy consumption of the lights is roughly 180,881 kWh and with the LED fixtures, energy consumption will be reduced by 84,784 to 96,097 kWh.

Purchase of the fixtures will be made through the Omnia Purchasing Cooperative at prices outlined in Exhibit A. These cooperatives competitively bid items and typically offer better pricing than the Village could individually obtain because of the economies of scale involved.

Staff recommends Village Board approval of a Resolution authorizing the purchase of LED light fixtures from Graybar Electric Company, Inc. of St. Louis, Missouri. Staff will be present at the Village Board meeting to address any questions that may arise.

A Resolution Approving the Purchase of LED Lighting Fixtures FY 2024-2025.docx
Exhibit A - Unit Pricing LED Lighting Fixtures FY 2024-25

Resolution _____

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

A Resolution Authorizing the Purchase of LED Streetlight Fixtures from Graybar Electric Company, Inc. of St. Louis, Missouri

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/25 Budget includes sufficient funds for the purchase of 235 residential and roadway lighting fixtures ("***Material***") to replace old and outdated fixtures. The Village is participating in joint purchasing through the Omnia Partners purchasing cooperative. Public Works staff has determined that Omnia Partners purchasing polices satisfy all state and local competitive bidding requirements. Graybar Electric Company, Inc. of St. Louis, MO (***"Vendor"***) submitted the lowest bid for the Material to the Omnia Partners purchasing cooperative.

The Village's Fiscal Year 2024/25 Budget includes sufficient funds for the purchase of the Material from Account 40-7400-531-24 (Traffic Signals and Street Lights) and Account 11-4100-613-75 (Street Lighting Repairs) for the purchase of 235 LED light fixtures at the unit prices listed in ***Exhibit A*** for a not-to-exceed total of $125,000. Based on these factors, Staff recommends that the Village Board authorize the purchase of LED lights as needed from the Vendor.

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete procurement of the Material from the Vendor in a not-to exceed amount of $125,000.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

Village President

Village Clerk

Exhibit A LED Streetlight Fixtures Unit Pricing FY 2024/25			
Item	**Quantity**	**Unit Price**	**Extended Price**
Residential Cobra Head Lighting Fixtures	80	$ 428.57	$ 34,285.60
Industrial Town and Country Lighting Fixtures	155	$ 571.43	$ 88,571.65

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing an Agreement for Sewer Lining Services with Hoerr Construction, Inc. of Goodfield, IL

Overview
The Village of Northbrook lines segments of its sewers to improve the structural integrity of the main, seal mains from groundwater infiltration, and repair defects as necessary.

Fiscal Impact
The base bid for this project is $291,439, however, staff will adjust the estimated lining quantities to remain within the not to exceed contract value and match the Fiscal Year 2024/25 budgeted amount of $265,000. The Fiscal Year 2024/25 Budget contains sufficient funds in Account No. 14-4160-723-00 (Sewer Line Construction). As this bid is based on estimated quantities and unit prices, the Village will be awarding up to the total budgeted amount of $265,000.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Sewer Line Construction	14-4160-723-00	$480,190	$480,190	$240,000	$240,190	Yes
Maintenance - Storm Sewer	16-4190-527-00	$172,450	$131,250	$25,000	$106,250	Yes

Recommendation
Approval.

Background
As part of its ongoing responsibilities, the Public Works Department maintains 134 miles of sanitary sewer main and 125 miles of storm sewer. In order to ensure that the Village's sewers function as designed, crews periodically clean, televise, and assess the condition of each individual sewer segment and schedule any repairs as necessary.

The primary means of repair for sewer mains is sewer lining. This process involves installing a thin polyester liner into an individual segment of main and allowing it to cure in place. After curing, the liner reinforces the structural integrity of the main, seals it from groundwater

infiltration, and repairs any holes or cracks in the pipe. Unlike sewer main replacement work, this work does not require excavation and only causes a minimal amount of interruption to service. Additionally, because lining is a common method of mitigating sources of groundwater infiltration into sewers, the lining program is an important part of meeting the Village's responsibilities for managing inflow and infiltration under the Metropolitan Water Reclamation District of Greater Chicago's (MWRD's) Watershed Management Ordinance.

Staff prepared and issued bid packages for this work and advertised to bidders on February 8, 2024 on the Village's website. On February 28, the Village received five sealed bids. After review, staff determined that the lowest responsive bid was received from Hoerr Construction, Inc. of Goodfield, IL ("Contractor") in the amount of $291,439. The bids are summarized below in Table 1.

Table 1 - Summary of Bids	
Contractor	**Bid Total**
Hoerr Construction, Inc.	$291,439
Visu Sewer of Illinois, LLC.	$307,838
Insituform Technologies USA, LLC.	$322,670
Benchmark Construction Co.	$378,129
National Power Rodding Corp.	$423,800

The Contractor has recently performed similar work for the City of Naperville and the Village of Glenview. Staff recommends Village Board approval of a Resolution authorizing a contract with Hoerr Construction, Inc. of Goodfield, Illinois in the amount of $265,000 for Sewer Lining Services.

A Resolution Authorizing an Agreement for Sewer Lining Services.docx
Exhibit A - Contract.pdf

Resolution 2024-XX

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

A Resolution Authorizing an Agreement for Sewer Lining Services with Hoerr Construction, Inc. of Goodfield, IL

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook lines segments of its sewers ("***Services***") to improve the structural integrity of the main, seal mains from groundwater infiltration, and repair defects as necessary.

In February 2024, staff prepared a Request for Proposals document for the Services. On February 28, the Village received five proposals. Hoerr Construction, Inc. of Goodfield, Illinois ("***Contractor***") submitted the lowest, most responsive proposal. Based on these factors, staff recommends entering into an agreement between the Village and the Contractor for the completion of the Services in the amount not-to-exceed amount of $265,000 for Fiscal Year 2024/25 ("***Agreement***").

The Fiscal Year 2024/25 Budget provides funds in Account No. 14-4160-723-00 and Account No. 16-4190-527-00 for the Services. The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement.

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

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

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR THE
2024 SEWER LINING SERVICES

Full Name of Bidder Hoerr Construction, Inc. ("Bidder")

Principal Office Address 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Local Office Address 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Contact Person Max Hoerr Phone 309-691-6653 E-Mail info@hoerr.com, mkaisner@hoerr.com

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Kelly Hamill

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2 [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and Specifications (Attachment A), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other items necessary for drainage improvements in the Village of Northbrook (the "Work Site").

2. Permits: Procure and furnish all permits, licenses, other governmental approvals, Village Northbrook Contractor License and authorizations necessary in connection therewith;

3. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes: Pay all applicable federal, state, and local taxes;

5. Miscellaneous: Do all other things required of Bidder by this Contract/Proposal; and

6. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the contract "2024 Sewer Lining Services" dated February __, 2024 and specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth for such Unit Price Item:

Unit Pricing for Sanitary Sewer Lining Services

Item	Unit of Measurement	Estimated Units	2024 Unit Pricing	Totals
8" Cured in Place Pipe	LF	4016	34.50	138,552.00
10" Cured in Place Pipe	LF	2104	37.70	79,320.80
12" Cured in Place Pipe	LF	399	46.00	18,354.00
15" Cured in Place Pipe	LF	728	54.00	39,312.00
18" Cured in Place Pipe	LF	0	80.00	0
20" x 30" Brick	LF	0	95.00	0
24" Cured in Place Pipe	LF	0	110.00	0
27" Cured in Place Pipe	LF	0	140.00	0
30" Cured in Place Pipe	LF	0	180.00	0
33" Cured in Place Pipe	LF	0	220.00	0
36" Cured in Place Pipe	LF	0	240.00	0
8" Easement	LF	0	42.00	0
Heavy Cleaning	LF	0	4.00	0
Reinstatement of Service-Sanitary Sewer	Each	159	100.00	15,900.00
Protruding Tap Removal	Each	0	400.00	0
8" End Seals	Each	0	200.00	0
10" End Seals	Each	0	220.00	0
12" End Seals	Each	0	250.00	0

15" End Seals	Each	0	280.00	0
18" End Seals	Each	0	320.00	0
20" x 30" End Seals	Each	0	440.00	0
			Grand Total (All Lines)	291,488.80

YEARLY MAXIMUM CONTRACT PRICE
(Quantity of work may be adjusted to accommodate not to exceed Contract Price.)

Contract Year 1 (Beginning May 1, 2024 and ending April 30, 2025): $265,000*
Contract Year 2 (Beginning May 1, 2025 and ending April 30, 2026): $245,000*
Contract Year 3 (Beginning May 1, 2026 and ending April 30, 2027): $250,000*
Contract Year 4 (Beginning May 1, 2027 and ending April 30, 2028): $255,000*

***Year 2, Year 3, and Year 4 subject to Owner authorization and approval. Contractor shall not work prior to receiving written authorization from the Owner. Renewal year maximum contract prices subject to change.**

TOTAL CONTRACT PRICE (total not to exceed Contract Price)

Two Hundred and Sixty Five Thousand **Dollars and** Zero **Cents**
(in writing) **(in writing)**

265,000 **Dollars and** 00 **Cents**
(in figures) **(in figures)**

Renewal for Subsequent Project Years

Owner reserves the right, but shall be under no obligation, to offer to renew this Contract with Contractor for up to three additional project years (2025, 2026, 2027) on an annual basis. Owner shall notify Contractor of his desire to renew the Contract for an additional project year on or about November 1st of the preceding year. Contractor shall notify Owner not later than November 15th whether or not he will enter into a renewal of the Contract with Owner at the adjusted Unit Prices for that year. Note quantities will vary each year. The Village expects to be able to provide the total project budget in the renewal letter. A renewal of the contract will require Contractor renewal of insurances, bonds, and obtaining permits. All requirements of the contract are still in effect. Contractor must pay the current prevailing wage.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change; Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or

retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices;

4. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and

5. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

The Bidder shall submit to Owner monthly a written request for payment based on the amount of Work completed and services provided since the previous request for payment. Requests for payment must be submitted no later than the first day of each month for consideration and approval of payment by Owner at the Board of Trustee meetings normally held on the second and fourth Tuesday of each month. Each request for payment shall include a description (location, genus and size list) of all work completed, copies of all approved emergency service work orders, required copies of certified payrolls, waivers and all other required attachments. Improper or incomplete requests for payment will not be submitted to Owner's Board of Trustees for payment until all disputes have been resolved or removed from the request for payment.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time + Completion Date Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall prepare to commence the Work following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with the schedule approved pursuant to the Specifications. All project work must be completed by December 2024. The Owner may at their sole discretion assess a $500 penalty per calendar day for each day after the stated completion date.

4. Financial Assurance

A. Bonds: No Bid Bond Required

B. Insurance: If this Contract/Proposal is accepted the Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or

damages under this Contract/Proposal. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:
Worker's Compensation: Statutory
Employer's Liability: $500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-

governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws: The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred: Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified: Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgments

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance: Owner are relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights: Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Bidders.

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

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

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

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

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

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

I. Assignment: Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

DATED this 27th day of February, 2024.

Bidder's Status: (✓) Illinois Corporation ; ( ) _____ Partnership; ( ) Individual Proprietor
(State) (State)

Bidder's Name: Hoerr Construction, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

HOERR CONSTRUCTION, INC. CORPORATE SEAL ILLINOIS (corporate seal if corporation)

Printed Name: Max P. Hoerr II

Title/Position: President & Secretary

Bidder's Business Address: 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Bidder's Business Telephone: 309-691-6653 Facsimile: 309-508-7990

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners:

NAME	TITLE	ADDRESS
Max P. Hoerr II,	President & Secretary	515 County Road 1625 E, Congerville, IL 61729
Andrew Hoerr,	Vice President	711 E. Peoria St, Goodfield, IL 61742
Kurt Plattner,	Treasurer	495 County Road 2000, Secor, IL 61771

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("Owner") this ____day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

By: _____
A.C. Buehler III
Title: Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara L. Pavlicek
Title: Village Manager

ATTACHMENT A

SPECIFICATIONS FOR THE

2024 Sewer Lining Services

PART 1. - GENERAL PROVISIONS

GP-1. **Resident Engineer:**

Owner shall designate an agent to serve as Resident Engineer under this Contract. The Project Engineer shall be the same as the Resident Engineer.

GP-2. **Commencement Date:**

Work may not begin until written notice to proceed is provided by owner.

GP-3. **Completion Date:**

A work for the 2024 contractual year must be completed by December 31, 2024 with all reports submitted no later than January 15, 2025.

Should the Village execute any renewals as outlined in Section 2(a), all work for said renewals shall be completed within 180 calendar days of the execution of said renewals by the Village with all reports due within 195 calendar days.

GP-4. **Per Diem Administrative Charge**

FIVE HUNDRED DOLLARDS ($500.00) PER DAY FOR EACH DAY AFTER THE COMPLETION DATE.

GP-5. **Progress Schedule, Work Completed Documentation and Pay Request Submittals:**

The Contractor shall submit a progress schedule at the preconstruction meeting to the Project Engineer which shall indicate the proposed sequence of Work, and how the Contractor proposes to complete the Work within the days specified in the Contract. At the end of each week the Contractor shall provide to the Project Engineer a list of quantities and Work hours contributed to the Work performed during said week (tickets). Pay request submittals shall be made on the Village's standard request forms and shall include the quantity and locations of all Work completed. Weekly project status meetings will be held. The Contractor will be required to provide a one week work plan and a "best guess" work plan for the 2nd week out.

GP-6. **Private Property Lawn Irrigation Systems, Mailboxes, Fences and Other Subsurface & Surface Items:**

Locating and repair to private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items damaged in conjunction with completing the Work shall be the responsibility of the CONTRACTOR. Permanent repairs must be completed within ten (10) calendar days of the damage occurrence. Materials used for repairs shall be equal to, or better than, the existing and are subject to the Resident Engineer's approval. Failure to repair the damaged items within specified time period will result in the Contractor paying all costs involved for an outside professional to complete all necessary repairs.

All costs relating to protecting and repairing private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items that either conflict and/or are damaged by the Work are incidental to the Contract, unless otherwise noted in the Special Provisions.

GP-7. **Underground Utilities:**

The Contractor shall notify all utility companies for locations prior to proceeding with the Work by contacting J.U.L.I.E. at 1-800-892-0123.

The CONTRACTOR shall locate all underground utilities in potential conflict with the Work in advance of pavement routing and installing the proposed improvements and in advance of ordering materials for proposed work. Upon determination of a conflict, such conflict shall be immediately brought to the attention of the Resident Engineer. The Resident Engineer will make a reasonable attempt to resolve such conflict in a timely manner. However, no compensation will be provided to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

CONTRACTOR shall take reasonable precautions against damage to existing utilities. However, in the event of a break of an existing gas main, underground electrical or communications cable, etc., the CONTRACTOR shall immediately notify J.U.L.I.E. and the responsible official of the organization operating the utility damaged by the Work. The CONTRACTOR shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services. There will also be no additional compensation to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

GP-8. **Street Parking Notification:**

The Contractor is responsible for notifying residences or businesses a minimum of 48 hours in advance of driveway closures or limits of street construction. This will assist in preventing vehicles from obstructing areas of construction.

Driveway staging will be allowable as deemed satisfactory to the Resident Engineer; however, full access (ingress and egress) must be maintained at all times. If this requires short-term flagging operations it shall be considered incidental to contract and no additional compensation will be provided.

GP-9. **Deletion Of Work:**

The Village reserves the right to delete Work from this project should the Work exceed the Village's Budget allocation. In the event Work is deleted from the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices.

GP-10. **Addition Of Work:**

The Owner reserves the right to add additional Work to this project at other locations throughout the Village. In the event Work is added to the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices. No additional compensation will be provided for mobilization or traffic control required for the additional Work.

GP-11. **Private Property Damage:**

The CONTRACTOR must pay all claims submitted for private or public entity property damage due to this project within 14 days of submittal. If payment of claim extends past a 14 day period, the Village reserves the right to reimburse the claim submitter and deduct the amount of the claim from CONTRACTOR 's contract. There will be a 15% administrative charge and $150.00 minimum assessed to the Contractor for failure to make payment.

GP-12. **Construction Work Hours:**

All Work shall be limited to the following Working days and Working hours. For Monday through Friday, working hours are from 7:00 A.M. to 5:00 P.M. Any work requiring supervision or inspection after 5:00 P.M. or on Saturdays, Sundays and legal holidays will need approval of the Project Engineer**.** If approved, weekend and holiday work may not begin earlier than 9:00 A.M. and must conclude by 5:00 P.M., or earlier if specified by the Project Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

GP-13. **Compliance with Laws:**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties; any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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

Contractor and its employees, agents, and subcontractors will comply with the Owner's Standard Operating Procedure NO. 11-057 "No Weapons" effective May 13, 2014 ("SOP") at all times during the performance of the Work.

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

GP-14. **Prevailing Wage Act Compliance:**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers

performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

GP-15. **Solid Waste Collection Days:**

The Contractor must coordinate with/around the Village's garbage and recycling collection times.

PART 2. - SPECIAL PROVISIONS

SP-1. General:

The work required by this Contract shall be performed in accordance with and subject to the following published documents, as referenced within this Contract, except where otherwise required by this Contract and its components:

1. State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 ("Standard Specifications");
2. Village of Northbrook's Standards and Specifications for Public & Private Improvements, in effect on the date of the Invitation for Bidder's Proposals;
3. Illinois Manual on uniform Traffic Control Devices for Streets and Highways, in effect on the date on the Invitation for Bidder's Proposals;
4. State of Illinois Supplemental Specifications and Recurring Special Provisions in effect on the date of the Invitation for Bidder's Proposals; and.
5. Standard Specifications for Water and Sewer Construction in Illinois, 8th Edition, 2020.

In case of conflict between the specifications and requirements of any of these publications and any part or parts of this Contract and its Attachments, the more restrictive specification or requirement shall take precedence and shall govern.

SP-2. Description of Work:

The Work consists of installation of sanitary sewer lining and various services of cured-in-place pipe lining (CIPP), rehabilitation and restoration of the structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin-Impregnated Tube process, repair of defective laterals and all related and ancillary work.

SP-3. Location of Work:

The work included in this project shall be performed at various locations in the Village of Northbrook, Illinois.

SP-4. Noise Limitations:

Equipment and trucks may not be started or operated outside of the Work hours above unless authorized at the sole discretion of the Project Engineer. All other areas of Work noise restriction will be strictly enforced.

SP-5. Design for Minimum CIPP Liner Thickness:

Product, Manufacturer/ Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and in order to minimize the Municipality's risk, only proved products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all of the following criteria to be deemed commercially acceptable:

1. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the "Owner" to assure commercial viability.
2. For a Contractor to be considered as Commercially Proved, the Contractor must satisfy all insurance, financial, and bonding requirements of the bid documents and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems.
3. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.
4. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
5. Using steam to cure liners larger than 18-inch diameter will require prior approval by the Village/City. References must be provided to demonstrate the contractor's ability to successfully install the liners using this method.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Village of Northbrook will advise of acceptance or rejections a minimum of three days prior to the due date. All required submittals must be satisfactory to the Municipality.

SP-6. Materials

A. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional
requirements for the Tube include:

1. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause

delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
6. Seams in the Tube shall be stronger than the non-seamed felt material.
7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

SP-7. **Structural Requirements**

A. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall. The liner should be designed using 5% ovality and groundwater level at the surface.

B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

A. Existing sanitary and storm sewer pipe diameter six (6), eight (8), nine (9), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.

B. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe-

minimum nominal liner thickness seven and one half (7.5) millimeter.

C. Existing sanitary sewer pipe diameter twenty four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation EL. Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the municipality Owner and a determination shall be made as to which liner thickness shall control.

SP-8. **Testing Requirements**

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. CIPP Field Samples - When requested by the respective Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as follows:

CIPP samples shall be prepared for each installation designated by the Owner or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner by the Contractor for this project's CIPP wall design, whichever is greater.

SP-9. **End Seals**

End Seals will be LMK's InsigniaTM Hydrophilic End Seal Sleeve. Installation will be in accordance with manufacturer methods.

SP-10. **Required Submittals**

Submit to the respective Owner, for approval, product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
    a. Contractor
    b. Supplier
    c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers.
11. Identification of deviations from Contract Documents.
12. Identification of revisions on resubmittals.
13. Eight-inch by 3-inch blank space for Contractor and Owner stamps.
14. Contractor's stamp, signed, certifying to review of submittal, verification or products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

SP-11. **Sequence of Operations**

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

1. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
2. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
3. Rehabilitate existing sewer systems.
4. Reinstate and reconnect active sewer service connections.

If the Contractor proposes a different work schedule than outlined above, the Owner's written approval of the modified schedule must be obtained in advance.

SP-12. Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Owner. Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite periodically (every week) or the same day if requested by the Owner. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

SP-13. Quality Assurance

1. Illinois Department of Transportation
    a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS.)
    b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS.)
    c. Illinois Department of Transportation. Bureau of Local Roads.
    d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
    e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.
2. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
3. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
4. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
5. Local municipal improvement codes.

SP-14. Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the respective Owner to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

SP-15. Existing Sewer System Condition Evaluation – Prior to Lining Work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re- inspect the condition and verify the size of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of each municipality so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining. All video and written documentation is to be provided in PACP format. All pre-lining inspections must be submitted to the Village/City for review and approval prior to liner installation. All video and written documentation is to be submitted on three (3) identically prepared LaCie brand Rugged portable USB

2.0/3.0 hard drives with a minimum capacity of 2.0 Tb each. The costs of the hard drives are incidental to the contract.

There are specific naming and file conventions that may be used from Municipality to Municipality. The details of the specific conventions will be discussed at the pre- construction meeting.

The Contractor shall use experienced personnel trained in the use of closed circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. Televising inspections shall conform to NASSCO standards
2. The sewer inspections shall be recorded digitally directly on the portable USB hard drive referred to on page 21. A complete recording shall be made of each line televised. A voice recording shall be done on the hard drive.
3. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
4. Quadrant location of all leaks and cracks.
5. Size (diameter) of sewer line televised.
6. Location of building service connections
7. The footage and manhole numbers shall appear on the screen at all times.
8. Television Inspection logs shall be reported in the sequence as they appear on the hard drive.
9. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera so as to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
10. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
11. Deep sags are to be dewatered so that proper television inspection can be performed.
12. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Owner, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

SP-16. **Sewer Pipe Cleaning**

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The
Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost to each municipality.

SP-17. **Sewer Flow Bypassing**

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Each municipality approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances including lines at all times during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

SP-18. **Corrective Work**

Any lining installation that fails to meet performance standards as identified herein, or contains other significant defects shall be subjective to corrective action.

Each municipality shall notify Contractor in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the municipality detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the respective Owner has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or the municipality respective Owner approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the municipality may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for any corrective work/defective sewer repair/relining work and material shall be borne by the Contractor.

SP-19. **Prosecution and Progress**

The Contractor shall complete all work as per the individual specific contracts or under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOT SPECS).

SP-20. **Contractor's Use of Premises**

At all times Contractor is working on property within Owner's boundaries, Contractor shall be responsible for:

1. Coordinating use of premises under direction of respective Owner.
2. Assuming full responsibility for protection and safekeeping of products under this Contract such that if any products are lost, damaged, or stolen it shall be Contractor's sole responsibility to replace the products.
3. Obtaining and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conducting operations to ensure least inconvenience to general public, including but not limited to minimizing any traffic obstructions, noise, and offensive odors.
5. Complying with any requirements in Appendix A for each municipality's additional input on local parking plan.

SP-21. **Pre-construction Meeting**

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency Contact.

SP-22. **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the respective Owner are required. The proposed Contractor's working schedule for the next two (2) weeks shall submitted to the respective Owner during each meeting. If any modifications to the proposed schedule are requested by the respective Owner, the Contractor shall adjust his proposed schedule accordingly.

SP-23. **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the respective Owner. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the respective Owner. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Owner deems it is necessary. The Contractor shall contact the respective Owner at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

SP-24. Safety

The Contractor shall comply with State, Local, Metropolitan Water Reclamation District ("MWRD") and Federal Safety and Health regulations applicable to the work being performed including Occupational Safety and Health Administration ("OSHA") approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

SP-25. MWRD

The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (321-497-9472) of MWRD. Any MWRD manholes shall be identified at the pre-bid meeting.

SP-26. Public Advisory

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Notices shall be given within 24 hours of interruption. Written notices must be approved by each municipality prior to publication, and must contain specific information as to when the sewer service disruption will begin and end. Notices must be given the proposed day of work if work is cancelled for any reason, as well as the proposed reschedule of shut-down.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Owner.

The Contractor shall assume responsibility for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality

"No Parking - Police Order" signs are available upon request at the office of the Owner. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

SP-27. Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Owner. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

SP-28. Protection of Equipment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant , or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations in such a manner as to cause the least possible disruption or annoyance to residents in the vicinity of work performed, and to comply with all applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.

14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

SP-29. **Inspection**

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete.

The Contractor shall use an experienced personnel trained in the use of closed circuit television in existing/repaired sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. Televising inspections shall conform to NASSCO standards and all video and written documentation is to be provided in PACP format
2. The sewer inspections shall be recorded digitally on the portable USB hard drive referred to on "incidentals" special provision. Recording playback shall be at the same speed that it was recorded.A complete recording shall be made of each line televised. A voice recording shall be done on the USB hard drive.
3. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
4. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or municipality Owner approved equal for restoration.
5. Location of building service connections.
6. The footage and manhole numbers shall appear on the screen at all times.
7. Television Inspection logs shall be reported in the sequence as they appear on the USB hard drives.
8. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
9. Deep sags are to be dewatered so that proper television inspection can be performed.

SP-29. **Incidentals**

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

1. Mobilization and site preparation.
2. Existing sewer system televising and cleaning before lining process
3. Televising of sanitary and storm sewer to determine installed conditions.
4. Placement of lining material within sanitary and/or storm sewer.
5. All manhole connections shall be water tight.
6. Removal and replacement of manhole frames, adjusting rings, and corbels are incidental to the liner unit price. No additional compensation will be made for this work, including restoration to pre-construction conditions.
7. Flow control, including bypass pumping, if required.
8. Reinstatement and reconnection of active sewer service connections.

CCTV Examination: Televise interior of pipe after completion of work and provide the portable USB hard drive referred to on "incidentals" special provision to Owner. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.

10. Sewer testing and internal inspections of installation.
11. Pavement damage and restoration.
12. Parkway damage and restoration.
13. Cleanup.
14. Other appurtenant and incidental work.
15. Full time traffic control surveillance by contractor.
16. Each USB hard drive will be permanently labeled with the following information:
    a. Job Work Order no.
    b. Contractor name
    c. CD no.
    d. Date televised
    e. Date submitted
    f. Street/easement (location)
    g. Upstream MH
    h. Municipality name
17. Data shall be configured according to the definitions and database structures included in this specifications. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward.
18. Measure sewer in linear feet (LF) on straight horizontal lines along centerline of sewer. Do not include distance through manholes in measurement.

The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same USB hard drive. Cost of supplying the portable USB hard drive referred to on "incidentals" special provision. Copies and reports to each municipality shall be included in the sewer lining work unit price.

***SP-30*. <u>Reinstatement of Service Laterals – Storm or Sanitary Sewer</u>**

The reinstatement of service laterals shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
4. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
5. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
6. If it is determined that the existing service is damaged by cutting of the liner, the Owner will allow the use of Performance Pipelining T-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
7. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.

8. Cleanup.
9. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
10. Other appurtenant and incidental work.
11. General requirements of sections listed.
12. Traffic control and protection.
13. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated.

Basis of Payment – Reinstatement of Service Laterals
Include cost of work listed herein unit price each for REINSTATEMENT OF SERVICE LATERALS – SANITARY SEWER.

SP-31. **Protruding Tap Removal**

The protruding tap removal shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Removal of protruding taps utilizing a remotely controlled cutting device.
4. CCTV record image of before and after tap removal.
5. Cleanup.
6. Other appurtenant and incidental work.
7. General requirements of sections listed.
8. Traffic control.

Basis of Payment - Protruding Tap Removal
Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL.

SP-32. **Air Test and Grouting of Mainline and Lateral Joints**

AIR TEST AND GROUT MAINLINE JOINTS shall be paid for at the Contract Unit Price per each joint tested and per each joint chemically sealed, of the diameter specified, which price and payment shall include but not be limited to minor complications and/or delays, traffic maintenance & protection, testing pipe joints, chemically sealing (including grout), immediate and warranty retesting of pipe joints and all labor, materials, tools, fees, equipment and incidentals needed to complete work specified within this Contract.

AIR TEST AND GROUT SERVICE CONNECTIONS

General: This work shall consist of testing and grouting of sanitary service connections. Locations for service connection grouting shall be identified by pressure testing all service lateral connections and then sealing the lateral connections that fail the pressure test. Locations selected shall be approved by the Engineer in advance of performing any service lateral grouting. All grouting of service laterals shall be completed prior to the final post televising of the sewer segment.

Chemical Grout Materials: The sealing materials shall be a chemical grout and catalyst system. The chemical grout used shall have a documented service of satisfactory performance in similar usage. The materials shall be

equal to the chemical grout AV-100 with recommended catalysts and other materials as distributed by Avanti International.

Basic Chemical Grout — The chemical grout shall consist of an intimate mixture of dry acrylamide and dry N, N' — Methylenebiscacrylamide in such proportions that dilute aqueous solutions, when properly catalyzed will form still gels. The grout must make a true solution at concentrations as high as three pounds per gallon of water. The chemical solutions shall have the ability to tolerate ground water dilution and to react in moving water and shall have a low viscosity which shall remain constant until gelation occurs. The reaction time shall be controllable from 10 seconds to an hour, at temperatures from ambient to freezing and up to three hours at temperatures up to 140 degrees F. The reaction shall produce a continuous and irreversible gel at chemical concentrations as low as 0. 4 pounds per gallon of water.

Catalyst — The catalyst for the chemical grout shall be ammonium persulfate.

Activator - The activator shall be Triethanolamine "T" or other suitable compounds. Activators shall be used with the catalyst for all applications at ambient temperatures or below.

Inhibitor — Under some conditions it may be necessary or desirable to control the chemical reaction by inhibitors. The inhibitor used shall be potassium ferricyanide.

Buffer — Disodium phosphate hentahydrate shall be used for ph control when the catalyst is used without activator (this will normally be only at elevated temperatures).

Additives — It may be found advisable to include additives to lower freezing temperatures or give more rapid gel, or insoluble materials as a filler or to give strength. If the Engineer or the Contractor finds such additives desirable, they may be included if specifically recommended by the grout manufacturer and approved by the Engineer.

Mixing and Handling — The chemical grout shall be stored in sealed containers apart from any additives or petroleum products. When mixing the following will be required:

- Disposable surgical gloves
- Rubber steel toed boots
- Cartridge respirator with Hepa filter
- Goggles or face shield
- Tyvex suit
- Exhaust fan to be turned on prior to mixing
- Tanks are to be filled with water to the proper level for batch mix
- Bag of chemical grout material shall be opened carefully to expose long neck of inner bag. Long neck is to be submerged below water level in tank and the grout material dumped in underwater thus eliminating dust.
- Additives such as ammonium persulfate and triethanolamine shall be introduced into the liquid slowly and in small amounts to avoid splashing
- Upon completing the mix, the gasketed tank lids shall be secured.

Concentration of mix — The concentration of the basic chemical grout (computed as a dry weight percentage of the total solution weight) shall generally range between 10 percent and 12 percent. In no case shall the concentration be less than 6 percent, and it may go as high as 20 percent where additional strength is required.

Diatomaceous Material — When excessive amounts of chemical grout is used due to large stone back-fill or voided surroundings, a filler such as "Diatomaceous Earth" or approved equal may be used within the chemical grout material, increasing its density and providing better control for the placement of the chemical grout. The maximum of 10 percent by weight can be added to the chemical grout solutions. The "Diatomaceous Earth" additive will not constitute changing any percentage of the basic chemical grout mixture as recommended by the manufacturer.

Root Control — Should root conditions be encountered in sewer lines and/or service laterals, a root killer such as Barrier 50 shall be used to kill and further deter root growth. The root killing chemical shall be added to the chemical grout mixture and shall have the ability to remain active within the grout for a minimum of 12 months.

Construction Requirements — Service lateral connections shall be grouted in accordance with the provisions provided in these specifications. Lateral connections selected for GROUT LATERAL CONNECTIONS shall be identified by pressure testing the service lateral connection and then sealing the lateral connections that fail the pressure test. Locations selected shall be approved by the Engineer in advance to performing any service lateral grouting. All grouting of service laterals shall be completed prior to the fmal post televising of the sewer segment.

For each service lateral within the project, the Contractor shall pressure test the service lateral connection and seal the failed lateral connections. For factory tees and wyes, the test and seal shall include the first joint upstream of the mainline sewer, including a minimum distance of five (5) feet from the main and up to twenty (20) feet from the main. For break-in connections, the test and seal shall include the break-in and the first joint upstream of the mainline sewer, also including a minimum distance of five (5) feet from the connection to the main and up to twenty (20) feet from the main.

The Contractor shall apply air pressure of 0.5 psig per vertical foot of sewer depth plus an additional 2.0 psig (total pressure not exceeding 10 psig). The test pressure and pipeline depth shall be recorded. If the air pressure on the lateral connection drops 1.0 psig within a 15-second time period, the connection "fails" the test and requires sealing as specified herein.

The Contractor will be required to retest failed connections after the sealing procedure is completed to verify effectiveness of the sealing. This shall be done by first deflating the packer ends until the "void" pressure meter reads zero pressure. The Contractor shall clean the equipment of residual grout. Once equipment is clean the Contractor shall re-inflate the packer ends and apply test pressure again. Grouted connections failing the pressure test shall be resealed and retested until each connection passes the air test.

Complete records shall be kept of lateral connections sealing performed in each sewer section. The records shall identify the manhole to manhole section in which the testing/sealing was done, the location and type of each lateral connection tested and/or sealed, whether there is visible evidence of infiltration and inflow at each service connection and an estimated flow rate in gallons per minute, any problems with the service connection i. e. roots, grease, etc, the test pressure before and after sealing, the quantity of chemical sealing material used at each lateral connection in gallons, the chemical set time and materials including any additives, and the lateral connection sealing

verification results. PDF reports for each sewer segment tested/sealed shall be included on the final hard-drive deliverables and shall be linked into the Master excel spreadsheet.

The Contractor shall be required at a minimum, to apply one gallon of grout per foot of sealing distance for each lateral connection. During grouting operations, the Contractor shall televise the lateral connection testing and sealing and provide one digital video file for each sewer section containing service lateral testing/sealing. This digital video file is to be included on the final hard-drive deliverable and shall be linked into the Master excel spreadsheet.

Any excess grout that remains in the sewer main shall be removed by the Contractor. The Contractor shall perform an air test on the service lateral and/or flush test from the residence to confirm that the service lateral is open for sewerage flow. The Contractor shall be solely responsible and liable for any property damages resulting from the grouting work.

The Contractor will not be allowed to flush sealing chemicals into the downstream pipe reaches and shall dispose of unplaced and waste chemical sealing material and all equipment cleaning chemicals off-site, in accordance with IEPA requirements. The Contractor will not be allowed to discharge within the Municipal limits or in the sanitary sewer.

Testing and grouting of service lateral will be measured for payment by count of approved service laterals tested and grouted.

Basis of Payment:

AIR TEST AND GROUT SERVICE CONNECTIONS shall be paid for at the Contract Unit Price per Each service connection tested and per each service connection chemically sealed, of the length specified. No additional payment will be made for air testing, catalyst, activator, inhibitor, buffer, root control, or additive materials required to obtain the final product in place.

PART 3. - FORFEITURE

The OWNERS retain the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal or neglect of the CONTRACTOR to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the CONTRACTOR to proceed with the work in accordance with the requirements and conditions of the specifications. Should the CONTRACTOR fail to meet the specifications and deadlines set forth, OWNERS reserves the right to notify CONTRACTOR in writing within 15 days that their services are not in compliance and termination of services has been initiated. A penalty of $100.00 per day will be assessed and deducted from payment until which time the work is completed according to the specifications or CONTRACTOR terminates services with the Village of Northbrook.

Issuance of the notice by the OWNER shall be indication of the intentions of the OWNER to take the work out of the control of the CONTRACTOR and to re-let the work to other contractors. The cost of completing all the work and all expenses incurred by the OWNER in completing the contract shall be charged to the CONTRACTOR and shall be deducted and paid by the OWNER out of such monies as may be due or may become due to said CONTRACTOR. Any deficiencies of monies required to complete the contract by others shall be paid to the OWNER by the CONTRACTOR forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the OWNER to declare the contract in default, such default shall in no case relieve the CONTRACTOR or its bondsman of any of the conditions of the contract.

UTILITY CONTRACTORS
P.O. Box 65
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Goodfield, IL 61742

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Fax: (309) 508-7990
Email: info@hoerr.com
Website: www.hoerr.com

COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETED	Water/ Ambient	
Park Ridge, IL	Efren Solis (847) 318-5457	505 Butler Pl, Park Ridge, IL 60068	12,335	8"-21"	Dec-21	S	2021 Total
East Moline, IL	Joseph Miller (309) 752-1573	1200 13th Ave, East Moline, IL 61244	8,985	8"-24"	Jan-22	S	410,424
Limestone Township, IL	Patrick Meyer, PE (309) 446-9907	1501 W. Garfield, Bartonville, IL 61607	115	15"	Jan-22	S	
Tazewell County Highway Dept.	Craig Fink (309) 925-5532	21308 IL Route 9 Tremont, IL 61568	93	36"	Jan-22	S	
Mason County Highway Dept.	Mike Pedigo (309) 543-3253	1164 E. Laurel Ave, Havana, IL 62644	84	36"	Jan-22	S	
Urbana Champaign Sanitary District	Rupa Ganguly (217) 367-3409 ext.1234	P.O. Box 669, Urbana, IL 61803	3,505	10"-30"	Jan-22	S	
Persifer Township	Milo Gibbs (309) 368-7058	1706 Knox Highway 11 Gilson, IL 61436	215	24"	Feb-22	S	
IAWC - Orland Hills, IL (Fernway Phase I)	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	15,814	8"-12"	Feb-22	S	
IAWC - Orland Hills, IL (Fernway Phase II)	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	10,401	8" & 10"	Feb-22	S	
Pekin, IL	Josie Esker (309) 478-5399	111 S. Capitol St., Pekin, IL 61554	7,101	8"-38"	Feb-22	S	
Lincolnshire, IL	Walter Dittrich (847) 913-2387	1 Olde Half Day Rd, Lincolnshire, IL 60069	3,147	8" & 10"	Mar-22	S	
Glencoe, IL	James Tigue (847) 835-4111	675 Village Court, Glencoe, IL 60022	3,495	8" & 10"	Mar-22	S	
Northfield, IL	Eric Jordan (847) 446-9200	1800 Winnetka Rd, Northfield, IL 60093	1,296	8"	Mar-22	S	
Cambridge, IL	John Witter (309) 937-2570	124 W. Exchange St, Cambridge, IL 61238	749	8"-18"	Mar-22	S	
Northbrook, IL	Eric Jensen (847) 664-4129	655 Huehl Road, Northbrook, IL 60062	6,764	8"-12"	Mar-22	S	
A. Lamp Concrete Contractors / Northlake, IL	Anthony Iacullo (847) 891-6000	1900 Wright Blvd., Schaumburg, IL 60193	957	15"	Mar-22	S	
Bloomington, IL (FY22 Sewer Rehab)	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	62	48"	Mar-22	S	
GA Rich - GPSD - OSF - Peoria, IL	Jared Justus (309) 447-6231	204 S. Perry St., Deer Creek, IL 61733	16	36"	Mar-22	S	
Plocher Construction, Quincy IL	Mike Carlson (618) 654-9408	2808 Thole Plocher Road Highland, IL 62249	105	60"	Apr-22	S	
GPSD #2707 - Peoria, IL	Emily Ambroso (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	4,173	8" - 12", 18"	Apr-22	S	
Mason City, IL	Tim Summer (217) 415-6209	145 South Main Street, Mason City, IL 62664	6,980	8"-30"	Apr-22	S	
Kenilworth, IL	Donald Leicht (847) 257-2354	347 Ivy Court, Kenilworth, IL 60043	1,887	8" & 10"	Apr-22	S	
Performance Pipelining, Inc. / City of Joliet, IL (Raynor Pa	Max Sucilla, PPI (815) 313-6013	1551 W Norris Drive, Ottawa, IL 61350	12,381	8" & 10"	Apr-22	S	
Performance Pipelining, Inc. / City of Joliet, IL (NE Area 1	Max Sucilla, PPI (815) 313-6013	1551 W Norris Drive, Ottawa, IL 61350	16,212	8"-24"	Apr-22	S	
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 N. Main St., Roanoke, IL 61561	1,410	8" & 10"	Apr-22	S	
Pekin, IL	Josie Esker (309) 478-5399	111 S. Capitol St., Pekin, IL 61554	184	18"	Apr-22	S	
George Gildner, Inc. - Bloomington Country Club	Doug Gildner (309) 663-8458	P.O. Box 846	37	6"	Apr-22	S	
Spoon Valley Sanitary District, IL	Jerry Litcher/ Jamey Frakes (309) 879-2368	205 Brookwood Lane, Dahinda, IL 61428	6,352	8"-12"	May-22	S	
Washington, IL	Brian Rittenhouse (903) 745-3503	301 Walnut St, Washington, IL 61571	935	8"	May-22	S	
Lake County, IL - Sylvan Lake	Kelly Osborne (847) 377-7146	648 Winchester Rd, Libertyville, IL 60048	9,747	8"	May-22	S	
Streamwood, IL	Matt Mann, P.E. (630) 736-3850	565 S. Bartlett Rd., Streamwood, IL 60107	11,946	8"-18"	May-22	S	
Glenview, IL	Tim Schwister (847) 904-4422	2500 E Lake Ave, Glenview, IL 60026	7,047	8"-15"	May-22	S	
Midwest Asphalt - Tillton, IL	Ken Dunbar (217) 446-3350	510 W. 5th St., Tilton, IL 61833	4,384	8"	May-22	S	
Performance Pipelining, Inc. / City of Joliet, IL (NE Area 2	Max Sucilla, PPI (815) 313-6013	1551 W Norris Drive, Ottawa, IL 61350	17,804	8"-24"	May-22	S	
Roselle, IL	Erik Lanphier (630) 980-2436	720 Rush Street Roselle, IL 60172	3,252	8"-10"	Jun-22	S	
Naperville, IL	Dave Naley (630) 548-2981	180 Fort Hill Dr, Naperville, IL 60540	11,933	10"-21"	Jun-22	S	
Lombard, IL	Ray Schwab (630) 620-5979	255 East Wilson Ave. Lombard, IL 60148	2,007	8" & 15"	Jun-22	S	
Evergreen Park, IL	Timothy Klass, Novotony Engineering (630) 887-8640	9418 S Kedzie Ave, Evergreen Park, IL 60805	6,997	10" & 12"	Jun-22	S	
Palatine, IL	Mark Grabowski, (847) 202-6962	148 W. Illinois Ave., Palatine, IL 60067	4,236	8" - 15"	Jun-22	S	
University of Illinois, Champaign	Robbie Bauer (217) 265-6492	1501 S. Oak St, Champaign, IL 61820	453	18"	Jun-22	S	
IAW - Chicago Executive Airport - Wheeling, IL	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	396	12" & 24"	Jun-22	S	
Sparland, IL	Stan Sayre (309) 367-2581	P.O. Box 278, Lacon, IL 61540	157	10"	Jun-22	S	
Tampico, IL	Dan Loos, Willett Hofmann (815)284-3381	P.O. Box 219, Tampico, IL 61283	6,922	8"	Jun-22	S	
Stark Excavating - Bloomington, IL	Dominic Kallas, City of Bloomington (309) 434-2225	1805 W. Washington St., Bloomington, IL 61701	4,694	10"-24"	Jun-22	S	
Bartlett, IL	Tyler Isham (224) 339-0224	1150 Bittersweet Dr., Bartlett, IL 60103	11,827	8" & 10"	Jul-22	S	
Limestone Township, IL	Randy Neal (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	198	15"	Jul-22	S	
Deer Creek, IL	Gordon Robertson (309) 273-4472	P.O. Box 38, Deer Creek, IL 61733	205	8"	Jul-22	S	
University of Illinois, Champaign	Robbie Bauer (217) 265-6492	1501 S. Oak St, Champaign, IL 61820	382	15"	Jul-22	S	
Canton Union School District #66	William Phillips, Graham & Hyde (309) 647-2978	20 W. Walnut St., Canton, IL 61520	492	8"	Jul-22	S	
Marquette Heights, IL	Anthony Brown (309) 382-3455	715 Lincoln Road, Marquette Heights, IL 61554	659	8"	Jul-22	S	
Bellevue, IL	Patrick Meyer, PE (309) 446-9907	15109 West Bittersweet Court, Brimfield, IL 61517	457	24" & 30"	Jul-22	S	
Champaign, IL	Brad Osterbur (217) 403-4710	702 Edgebrook Drive, Champaign, IL 61820	36,955	8"-36"	Jul-22	S	

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETED	Water/ Ambient
IAW - Glasford, IL	Al Huff (309) 883-6045	8400 N. University, Peoria, IL 61615	5,967	8"	Jul-22	S
Cambridge, IL	John Witter (309) 937-3380	124 W. Exchange St., Cambridge IL 61238	67	42"	Jul-22	S
Performance Pipelining, Inc. / Ottawa, IL	Patrick Grieves, PPI (815) 830-3284	1551 W Norris Drive, Ottawa, IL 61350	27,954	8"-36"	Jul-22	S
Advanced Asphalt - IDOT #68C45 - I-474 Culvert Lining	Dan Rodrigues, AA (815) 872-9911	P.O. Box 234, Princeton, IL 61356	435	24" & 42"	Aug-22	S
Eureka, IL	Erik Hasselbacher (309) 303-3960	111 West Court St, Eureka, IL 61530	5,394	8"	Aug-22	S
Dillon Township Road District	Kenneth Siegrist, (309) 267-7344	8590 Locust Road, Delavan, IL 61734	780	15"	Aug-22	S
R.W. Dunteman - Glen Ellyn, IL	Ryan Dunteman (630) 953-1500	600 S. Lombard Rd, Addison, IL 60101	264	8"	Aug-22	S
GA Rich - Northern Oaks Homeowner's Association	Nate Joos (309) 447-6231	204 S. Perry St., Deer Creek, IL 61733	263	30"	Aug-22	S
Medina Township Road District	Frank Sturm, PE (309) 692-8500	P.O. Box 170, Mossville, IL 61552	279	15"	Aug-22	S
IDOT (Contract #72N19)	Mayito Farias	212 Cartwright Dr Springfield, IL 62704	2,318	36"	Aug-22	S
Merrionette Park, IL	Joe Sullivan, Robinson Engineering (815) 412-2025	11720 South Kedzie Ave, Merrionette Park, IL 60803	2,315	10" & 15"	Aug-22	S
IAW - Orland Hills & Orland Park, IL	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	23,736	8"-21"	Aug-22	S
Orland Park, IL	Ken Dado (708) 403-6100	14700 S. Ravina Ave., Orland Park, IL 60462	7,421	8" & 15"	Aug-22	S
Lake Forest, IL	Bernard Pondexter (847) 810-3556	800 North Field Drive, Lake Forest, IL 60045	630	24", 30" & 42"	Sep-22	S
Highland Park, IL	Ron Bannon (847) 926-1146	1150 Half Day Road, Highland Park, IL 60035	4,189	6", 8", & 12"	Sep-22	S
Hanover Park, IL	Christian Rebone (630) 823-5716	2121 Lake Street, Hanover Park, IL 60133	3,495	8"	Sep-22	S
Wyanet, IL	Jack Kusek, Engineer (815) 433-2080	McClure Engineering, 1138 Columbus St, Ottawa, IL 61350	16,704	8" & 10"	Sep-22	S
Mundelein, IL	Paul Cacioppo (847) 875-2554	1610 S. Milwaukee Ave, Libertyville, IL 60048	1,770	8" & 10"	Sep-22	S
Open Road Paving Co. - IDOT #70A29 - I-74, Tilton, IL	Chris Uppinghouse (217) 356-7288	1414 W. Anthony Dr., Urbana, IL 61802	354	36"	Sep-22	S
Rolling Meadows, IL	Mark Kilarski (847)963-0500	3900 Berdnick St, Rolling Meadows, IL 60008	6,160	6"-15"	Sep-22	S
Vermillion County Highway Department - Newell Townshi	Janet Payonk (217) 703-7852	2732 Batestown Rd., Oakwood, IL 61858	133	30"	Sep-22	S
McLean County Highway Department	Luke Hohulin, (309) 663-9445	102 S. Towanda Barnes Rd, Bloomington, IL 61705	121	24"	Sep-22	S
Cincinnatti Twp - Pekin, IL	Ron Hawkin (309) 348-3807	204 E. Main St., South Pekin, IL 61564	96	12"	Sep-22	S
Morton Grove, IL	Chris Tomich (847) 815-3678	7840 Nagle Ave, Morton Grove, IL 60053	6,194	8" & 15"	Oct-22	S
Airy's - IAW - Elmhurst, IL	Stuart Jelm (708) 429-0660	21825 Cherry Hill Rd., Joliet, IL 60433	924	6"-12"	Oct-22	S
Toluca, IL	Dave Dollinger (815) 452-2406	P.O. Box 516, Toluca, IL 61369	2,857	24"	Oct-22	S
Wheaton, IL	Russell Peacock (630) 260-2040	303 W. Wesley St., Wheaton, IL 60187	3,911	8"	Oct-22	S
Geneva, IL	James Childress, (630) 232-1551	22 S. 1st St., Geneva, IL 60134	2,955	8"-15"	Oct-22	S
Mount Prospect, IL	Casey Botterman (847) 392-6000	50 S.Emerson St., Mount Prospect, IL 60056	67	12"	Oct-22	S
Fox Lake, IL	Aaron Berry, Trotter Assoc. (630) 587-0470	200 Industrial Ave., Fox Lake, IL 60020	1,949	8"	Oct-22	S
Leyden Township / Leyden Township, IL	Carmi Lullo (847) 803-2033	1251 Redecker Rd Des Plaines, IL 60016	1,568	10"	Nov-22	S
Cambridge, IL	John Witter (309) 937-3380	124 W. Exchange St, Whyoming, IL 61491	1,828	8"	Nov-22	S
IAW - Fisher, IL	Justin Swinford (217) 384-2343	1406 Cardinal Ct., Urbana, IL 61801	5,416	8" & 15"	Nov-22	S
IAW - Andalusia, IL	Al Huff (309) 883-6045	8400 N. University, Peoria, IL 61615	2,726	8"	Nov-22	S
Bloomington, IL - FY23 - Installed in 2022	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	17,658	8"-24"	Nov-22	S
Bloomington, IL - FY22 - Installed in 2022	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	28,668	8"-24"	Nov-22	S
Martam Construction - Northlake, IL	Robert Kutrovatz (847) 608-6800	1200 Gasket Dr, Elgin, IL 60120	1,234	8"-24"	Nov-22	S
Romeoville, IL	Joe Sullivan, Robinson Engineering (815) 412-2025	1050 W. Romeo Rd., Romeoville, IL 60446	2,614	15"-48"	Nov-22	S
IAW - Bolingbrook, IL	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	11,671	8"-12"	Nov-22	S
LaGrange Park, IL	Mark Volk, Hancock Engineering (708) 865-0300	937 Barnsdale Road, La Grange Park, IL 60526	1,300	12" & 15"	Nov-22	S
Lincoln, IL	Andrew Bowns (217) 732-4030	700 Broadway St., Lincoln, IL 62656	966	12"	Nov-22	S
East Peoria, IL	Nick Williams (309) 698-4716	2232 E. Washington, East Peoria, IL 61611	91	15"	Nov-22	S
Andalusia, IL	Justin Parchert (309) 798-2215	221 1st St., Andalusia, IL 61232	69	30"	Nov-22	S
Eureka, IL	Eric Hasselbacher (309) 303-3960	111 West Court St, Eureka, IL 61530	186	18"	Nov-22	S
Hollis Township, IL	Dennis Beckman (309) 697-6252	6430 W. Wheeler Rd., Mapleton, IL 61547	303	15" & 18"	Nov-22	S
East Moline, IL	Joseph Miller (309) 752-1573	1200 13th Ave, East Moline, IL 61244	6,645	8"-12"	Dec-22	S
Galva, IL	Neil Smith, BCZ Engineering (309) 343-9282	311 Northwest 4th Ave, Galva, IL 61434	4,550	8" & 10"	Dec-22	S
Gurnee, IL	Nicholas Leach (847) 599-7586	325 N. O'Plaine Rd., Gurnee, IL 60031	2,936	8" & 15"	Dec-22	S
IAW - Washington, IL	Al Huff (309) 883-6045	8400 N. University, Peoria, IL 61615	901	8"	Dec-22	S
IAW - Mount Pulaski, IL	Al Huff (309) 883-6045	8400 N. University, Peoria, IL 61615	653	8"	Dec-22	S
CAD Construction - Mississippi Palisades State Park	Jake Harlow (309) 231-8570	150 S. Bear Rd., Tremont, IL 61568	2,094	6" & 8"	Dec-22	S
Performance Pipelining, Inc. / Danville, IL	Michael Snow (815) 433-0080	1551 W. Norris Dr, Ottawa, IL 61350	6,594	8" & 10"	Dec-22	S

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COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETED	Water/ Ambient	
Sterling, IL	Brad Schrader, (815) 632-6657	1605 Ave L, Sterling, IL 61081	2,373	8"-24"	Dec-22	S	
Winfield, IL	Dan Watson, Rempe-Sharpe (630) 232-0827	27 W 465 Jewell Rd, Winfield, IL 60190	4,978	8" & 10"	Dec-22	S	
Farmer City, IL	Calvin Florey, (309) 928-3412	105 S. Main St, Farmer City, IL	1,469	15"	Dec-22	S	
Yorkville, IL	Kyle Welte, Engineering Ent. (630) 466-6776	610 Tower Ln., Yorkville, IL 60560	763	6" & 12"	Dec-22	S	
Congerville, IL	David Steffen (309) 303-4258	P.O. Box 118, Congerville, IL 61729	70	21"	Dec-22	S	
Midwest Asphalt - Danville, IL	Ken Dunbar (217) 446-3350	510 W. 5th St., Tilton, IL 61833	145	12"	Dec-22	S	
Milton Township Highway Department - Glen Ellyn, IL	Dave Bohac, Morris Engineering (630) 271-0770	23 West 040 Poss Street, Glen Ellyn, IL 60137	52	36"	Dec-22	S	2022 Total
University of Illinois, Champaign	Robbie Bauer (217) 265-6492	1501 S. Oak St, Champaign, IL 61820	97	8"	Dec-22	S	496,924
Mendota, IL	Tim Kimrey (815) 539-6307	800 Washington St., Mendota, IL 61342	4,778	8" & 15"	Jan-23	S	
East Peoria, IL	Cord Crisler (309) 397-1034	2232 E. Washington, East Peoria, IL 61611	1,963	8"	Jan-23	S	
East Peoria, IL	Cord Crisler (309) 397-1034	2232 E. Washington, East Peoria, IL 61611	552	8"	Jan-23	S	
Dillon Township Road District	Kenneth Siegrist (309) 267-7344	8590 Locust Road, Delavan, IL 61734	156	10"	Jan-23	S	
LaSalle, IL	Brian Brown (815) 223-7041	745 2nd St., LaSalle, IL 61301	612	48" & 60"	Jan-23	S	
Hopedale Township	Brian Walker (309) 369-9382	P.O. Box 121, Hopedale, IL 61747	97	15"	Feb-23	S	
Lake Bluff, IL	Jeff Hanson, P.E. (847) 283-6884	40 E Center Ave, Lake Bluff, IL 60044	2,608	8", 12", 15"	Feb-23	S	
Limestone Township, IL	Randy Neal (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	94	15" & 18"	Feb-23	S	
Limestone Township, IL	Randy Neal (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	55	21"	Feb-23	S	
IAW - Mokena, IL	Eric LaReau (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	2,327	24"	Mar-23	S	
Galesburg Sanitary District	Marshal Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	8,802	10"-21"	Mar-23	S	
Sterling, IL	Brad Schrader, (815) 632-6657	1605 Ave L, Sterling, IL 61081	2,373	8", 12", 24"	Mar-23	S	
Flagg Creek WRD	Jim Liubicich (630) 468-6120	7001 N Frontage Rd., Burr Ridge, IL 60527	378	24"	Mar-23	S	
Gibson City-Melvin-Sibley CUSD #5	Jeremy Darnell (217) 784-8296	307 N. Sangamon Ave., Gibson City, IL 60936	147	6"	Mar-23	S	
Venado Lakes Property Owners Assoc.	Chad Houston (309) 363-5074	21710 Granada Dr., Delavan, IL 61734	107	30"	Mar-23	S	
Washington, IL	Derek Hackney (309)208-8596	301 Walnut St, Washington, IL 61571	378	36" & 42"	Apr-23	S	
Crystal Lake, IL	Sean Park (815) 529-2567	100 W. Woodstock St. Crystal Lake, IL 60014	12,713	8" & 12"	Apr-23	S	
Lincolnshire, IL	Maxwell Geib (224) 629-6113	One Olde Half Day Rd, Lincolnshire, IL 60069	1,522	15"	Apr-23	S	
Moline, IL	Darrel Preston (309) 524-2355	3635 4th Ave, Moline, IL 61265	5,806	8"-18"	Apr-23	S	
South Holland, IL	Joe Sullivan, Robinson Engineering (815) 412-2025	16226 Wausau Avenue South Holland, IL 60473	4,721	8" & 15"	Apr-23	S	
Dillon Township Road District	Kenneth Siegrist (309) 267-7344	8590 Locust Road, Delavan, IL 61734	153	15"	Apr-23	S	
Pekin, IL	Josie Esker (309) 478-5399	111 S. Capitol St., Pekin, IL 61554	10,029	8", 10", & 21"	Apr-23	S	
Minier, IL	Kent Graber (309) 392-2442	110 W. Central P.O. Box 350, Minier, IL 61759	8,346	8", 10", 15"	May-23	S	
Paris, IL	Bobby Smitley (217) 251-0448	206 South Central Avenue Paris, IL 61944	4,450	10" - 27"	May-23	S	
Chillicothe, IL	Shawn Sutherland (309) 303-5889	908 N. Second St., Chillicothe, IL 61523	344	30"	May-23	S	
Normal, IL	Jason Comfort, (309) 433-9917	111 Uptown Circle P.O. Box 589 Normal, IL 61761	831	48"	May-23	S	
East Peoria, IL	Nick Williams (309) 698-4716	2232 E. Washington, East Peoria, IL 61611	204	21"	May-23	S	
Structured Solutions - Tinley Park, IL	Ben Price (bprice@structuredsolutions.us)	814 W. Pearl Street P.O. Box 391 Union City, IN 47390	3,231	8" & 10"	May-23	S	
Town of Normal, IL	Jason Comfort, (309) 433-9917	1301 Warriner St, Normal, IL 61761	13,975	8"-24"	May-23	S	
Bloomington, IL - FY23 - Installed in 2023	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	4,569	8" - 15"	May-23	S	
North Chicago, IL (Installed in 2023)	Alex Dye, Trotter & Assoc (262) 729-4350	1850 Lewis Avenue, North Chicago, Il 60064	11,787	8"-21"	May-23	S	
Deer Creek Township	Corey Wiegand	407 W. 3rd Ave., Deer Creek, IL 61733	39	24"	May-23	S	
Washington, IL	Derek Hackney (309)208-8596	301 Walnut St, Washington, IL 61571	6,597	6"-12"	May-23	S	
Gridley, IL	Philip Romersberger, (309)747-2000	117 E. 3rd Street Gridley, IL 61744	1,370	15"	Jun-23	S	
Pontiac, IL	Jake Kinkaid (815) 844-5574	115 West Howard Street Pontiac, IL 61764	26,849	6" - 21"	Jun-23	S	
Scott Co. Drainage & Levee District	Jamie Headen, Benton & Assoc (217) 245-4146	655 Moore Rd, Winchester, IL 62694	173	10"	Jun-23	S	
Eureka, IL CUSD #140	Greg Braman (309) 467-5730	109 W Cruger Ave, Eureka, IL 61530	321	8"	Jun-23	S	
Woodford County Highway Department	Conrad Moore (309) 923-2891	301 South Main Street Roanoke, IL 61561	116	36"	Jun-23	S	
Lindahl Bros - Berwyn, IL	Thomas Brandstedt - Novotny Eng (630) 887-8640	622 E. Green St., Bensenville, IL 60106	3,965	12"	Jun-23	S	
Campanella & Sons - Gurnee, IL	Matthew Wente (847) 812-3044	P.O. Box 32, Wadsworth, IL 60083	1,358	8"	Jun-23	S	
Knapp Concrete - Canton, IL CUSD #66	Collin Knapp (309) 965-2618	150 E Martin Dr., Goodfield, IL 61742	170	12"	Jun-23	S	
Metamora Township Road District	Kyle Schertz (309) 696-4383	500 Niles St., Metamora, IL 61548	68	21"	Jun-23	S	
La Salle County Highway Dept	Donald Ernat (815)883-0743	1400 N 27th Road P.O. Box 128, Ottawa, IL 61350	133	60"	Jul-23	S	
Woodford County Hwy Dept/Cazenovia Twp Rd Dist	Conrad Moore (309)923-2891	301 South Main Street Roanoke, IL 61561	70	42" & 48"	Jul-23	S	

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Woodford County Hwy Dept/Metamora Twp Rd Dist	Conrad Moore (309)923-2891	301 South Main Street Roanoke, IL 61561	82	30"	Jul-23	S
Aurora, IL	Kurt Muth (630) 256-3200	44 Ease Downer Pl, Aurora, IL 60507	27,939	6" - 36"	Jul-23	S
Bolingbrook, IL	Dan Watson (630) 232-0827	375 West Briarcliff Road Bolingbrook, IL 60440	6,065	8"	Jul-23	S
PPI - Wood Dale, IL	Scott Warrner (815) 481-7501	1551 W. Norris Dr, Ottawa, IL 61350	3,865	8"-12"	Jul-23	S
Park Ridge, IL	Efren Solis (847) 318-5457	505 Butler Pl, Park Ridge, IL 60068	8,865	10" - 30"	Jul-23	S
Downers Grove Township Road District	David Bohac (708) 691-5124	430 Prince Street Downers Grove, IL 60515	304	48"	Jul-23	S
Airy's-IAW Mount Prospect, IL	Stuart Jelm (708) 429-0660	21825 Cherry Hill Rd., Joliet, IL 60433	465	12" & 18"	Jul-23	S
A. Lamp Concrete Contractors / Northlake, IL	Eric Taraska, CBB Engineering (847) 823-0500	1900 Wright Blvd., Schaumburg, IL 60193	4,024	8"-48"	Jul-23	S
University of Illinois, Champaign	Jeremy Lamb (217) 333-8585	1501 S. Oak St, Champaign, IL 61820	345	6"	Jul-23	S
DiMeo Brothers - Libertyville, IL	John DiMeo (847) 640-2240	720 Richard Ln, Elk Grove Village, IL 60007	449	36"	Jul-23	S
Midwest Asphalt - St. Joseph-Ogden, IL CCSD #169	Ken Dunbar (217) 446-3350	510 W. 5th St., Tilton, IL 61833	451	8"	Jul-23	S
Danville, IL	Eric Childers (217) 431-2259	1155 East Voorhees, Danville, IL 61832	903	8" & 10"	Jul-23	S
Freeport, IL	Darin Stykel (815) 238-4906	314 West Stephenson Freeport, IL 61032	7,938	8" - 15"	Aug-23	S
Performance Construction & Engineering - Downers Grov	Matt Woodin (630) 273-2693	217 W John St, Plano, IL 60545	100	48"	Aug-23	S
Limestone Township, IL	Randy Neal (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	67	15"	Aug-23	S
Arlington Heights, IL	Jim Zaharopoulos (847) 368-5832	33 South Arlington Height Road Arlington Heights, IL 60005	9,323	8" & 10"	Aug-23	S
Pekin, IL	Josie Esker (309) 478-5399	111 S. Capitol St., Pekin, IL 61554	637	8"	Aug-23	S
Medina Township, IL	Frank Sturm, PE (309) 692-8500	10620 N. Galena Rd., Mossville, IL 61552	215	15"	Aug-23	S
Bailey Excavating - Toulon, IL	Ted Bailey (309) 343-6913	2211 155th St., Cameron, IL 61423	1,165	8"-12"	Aug-23	S
Worth Township, IL	Jacob Cupples (309) 696-4197	524 Townhall Rd., Metamora, IL 61548	43	12"	Aug-23	S
Worth Township, IL	Jacob Cupples (309) 696-4197	524 Townhall Rd., Metamora, IL 61548	60	18"	Aug-23	S
Airy's - IAW Bolingbrook	Stuart Jelm (708) 429-0660	21825 Cherry Hill Rd., Joliet, IL 60433	630	10" & 12"	Aug-23	S
Hanna City, IL	Jim Swearingen (309) 208-4802	P.O. Box 492, Hanna City, IL 61536	2,057	8"	Aug-23	S
Evanston, IL	Paul Moyano (847) 448-8217	555 Lincoln St., Evanston, IL 60201	6,049	8"-36"	Aug-23	S
Mount Prospect, IL	Casey Botterman (847) 392-6000	1700 West Central Road, Mount Prospect, IL 60056	16,956	8"-48"	Aug-23	S
Cissna Park, IL	Gary Luhman (815) 867-6123	P.O. Box 488, Cissna Park, IL 60924	931	8"	Aug-23	S
University of Illinois, Champaign	Robbie Bauer (217) 265-6492	1501 S. Oak St, Champaign, IL 61820	2,211	8"	Aug-23	S
Des Plaines, IL	Rob Greenfield (847) 949-3264	1111 Joseph Schwab Rd, Des Plaines, IL 60016	7,701	8"-15"	Aug-23	S
Airy's - Tinley Park La Grange Rd WM Ext	Stuart Jelm (708) 429-0660	21825 Cherry Hill Rd., Joliet, IL 60433	112	24"	Sep-23	S
Eureka, IL	Erik Hasselbacher (309) 303-3960	111 West Court St, Eureka, IL 61530	7,027	6" & 8"	Sep-23	S
Naperville, IL	Dave Naley (630) 548-2981	400 S. Eagle St, Naperville, IL 60540	10,107	8" - 30"	Sep-23	S
Kenilworth, IL	Donald Leicht (847) 257-2354	419 Richmond Rd, Kenilworth, IL 60043	1,779	8" - 12"	Sep-23	S
Highland Park, IL	Rob Pluta (847) 409-3466	1150 Half Day Road, Highland Park, IL 60035	9,002	6" - 15" & 24"	Sep-23	S
Martam Construction - Des Plaines, IL	David Holland (630) 361-5469	1200 Gasket Dr, Elgin, IL 60120	48	18"x24"x18"x24"	Sep-23	S
Greater Peoria Sanitary District, IL	Emily Ambroso (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	30	36"	Sep-23	S
Lake County, IL	Ying Miao (847) 377-7149	650 W. Winchester Rd Libertyville, IL 60048	1,814	8" & 15"	Sep-23	S
East Peoria, IL	Cord Crisler (309) 397-1034	2232 E. Washington, East Peoria, IL 61611	1,040	8"	Sep-23	S
D Construction - IDOT #66L48	Keegan Thacher (815) 409-6582	1488 S. Broadway St., Coal City, IL 60416	189	8"	Sep-23	S
Riverwoods, IL	Wadee Rafiti, Gewalt Hamilton Assoc (847) 478-9700	300 Portwine Rd., Riverwoods, IL 60015	3,404	8"	Sep-23	S
Bensenville, IL	Erik Lanphier (630) 350-3486	717 E. Jefferson, Bensenville, IL 60106	11,309	8" & 10"	Sep-23	S
Prospect Heights, IL	Wadee Rafiti, Gewalt Hamilton Assoc (847) 478-9700	8 Elmhurst Rd., Prospect Heights, IL 60070	1,922	8"	Sep-23	S
Andalusia, IL	Justin Parchert (309) 798-2215	221 1st St., Andalusia, IL 61232	301	12"	Oct-23	S
Naplate, IL	David Hall, Chamlin & Assoc (815) 434-7225	200 W. Ottawa Ave., Ottawa, IL 61350	340	10"	Oct-23	S
Mendota, IL	Kevin McPheeters (815) 539-6307	800 Washington St., Mendota, IL 61342	645	6" & 10"	Oct-23	S
Reynolds, IL	Ben Rowe (309) 737-9462	222 W. Main St., Reynolds, IL 61279	390	6"	Oct-23	S
Langman Construction - Moline, IL	Brian Gaul (309) 786-8944	220 34th Ave., Rock Island, IL 61201	507	24"	Oct-23	S
Orion, IL	Chris Lundberg (309) 526-8987	P.O. Box 69, Orion, IL 61273	408	8"	Oct-23	S
Cambridge, IL	John Witter (309) 937-2570	124 W. Exchange St Cambridge, IL 61238	1,210	8"	Oct-23	S
Urbana, IL	Matthew Graven (217) 384-2342	706 Glover Ave., Urbana, IL 61802	13,600	8"-31"	Oct-23	S
East Moline, IL	Joseph Miller (309) 752-1573	1200 13th Ave, East Moline, IL 61244	5,783	8"-15"	Oct-23	S
West Chicago, IL	Bill Berland, RJN Group (630) 301-0317	475 Main St., West Chicago, IL 60185	4,795	8"	Oct-23	S
Glencoe, IL	James Tigue (847) 835-4111	675 Village Court, Glencoe, IL 60022	3,676	6"-12"	Oct-23	S

UTILITY CONTRACTORS
P.O. Box 65
1416 County Road 200 N
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990
Email: info@hoerr.com
Website: www.hoerr.com

COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETED	Water/ Ambient	
Kankakee, IL	Joe Sullivan, Robinson Engineering (815) 412-2025	850 N. Hobbie, Kankakee, IL 60901	5,086	8"-24"	Oct-23	S	
McDowell Trunk Sewer - Naperville, IL	Tony Conn (630) 305-5567	1200 W. Ogden Avenue Naperville, IL 60563	3,790	24"	Oct-23	S	
Tazewell County Highway Dept.	Dave Scheuermann (309) 925-5532	21308 IL Route 9 Tremont, IL 61568	102	18"	Nov-23	S	
Kewanee, IL	Kevin Newton (309) 852-2611 Ext. 228	401 East 3rd St., Kewanee, IL 61443	62	36"	Nov-23	S	
Kewanee, IL	Kevin Newton (309) 852-2611 Ext. 228	401 East 3rd St., Kewanee, IL 61443	339	30"	Nov-23	S	
IDOT #72115 Adams County	David Marshall (217) 843-7512	126 E. Ash St., Springfield, IL 62704	155	36"	Nov-23	S	
Hollis Township, IL	Dennis Beckman (309) 697-6252	6430 W. Wheeler Rd., Mapleton, IL 61547	72	18"	Nov-23	S	
Macomb, IL	Maddie Hawkins, CMT (309) 277-6612	232 E. Jackson, Macomb, IL 61455	1,585	8"-27"	Nov-23	S	
Decatur, IL	Michael Ellis (217) 424-4747	1 Gary K. Anderson Pl, Decatur, IL 62523	16,113	8"-21"	Nov-23	S	
East Peoria, IL	Cord Crisler (309) 397-1034	2232 E. Washington, East Peoria, IL 61611	3,191	8"	Nov-23	S	
Flagg Creek WRD	Jim Liubicich (630) 468-6120	7001 N Frontage Rd., Burr Ridge, IL 60527	8,768	8"	Nov-23	S	
Greater Peoria Sanitary District, IL	Emily Ambroso (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	7,724	8"-24"	Nov-23	S	
Moline, IL	Darrel Preston (309) 524-2355	3635 4th Ave, Moline, IL 61265	3,384	8"-24"	Nov-23	S	
Mundelein, IL	Paul Cacioppo (847) 875-2554	801 Allanson Rd., Mundelein, IL 60060	935	8" & 10"	Nov-23	S	
R.A. Cullinan & Sons / City of Peoria, IL (Installed in 2023	Ben Rowell (309) 925-2711	121 Park St., Tremont, IL 61568	68	24"	Nov-23	S	
Lincolnshire, IL	Maxwell Geib (224) 629-6113	One Olde Half Day Rd, Lincolnshire, IL 60069	3,244	8"-24"	Nov-23	S	
Glenview, IL	Tim Schwister (847) 904-4422	2500 E Lake Ave, Glenview, IL 60026	8,415	8"-42"	Nov-23	S	
Helm Civil - Sterling, IL	Nate Simonton (815) 238-4016	1514 W 4th St., Sterling, IL 61081	1,476	24"-30"	Nov-23	S	
Lake Forest, IL	Bernard Pondexter (847) 810-3556	800 North Field Drive, Lake Forest, IL 60045	1,744	8"-15"	Nov-23	S	
Winnetka, IL	Obaid Khalid (847) 716-3532	510 Green Bay Rd., Winnetka, IL 60093	11,395	8"-18"x27"	Nov-23	S	
Glenbard Wastewater Authority	Patrick Hulsebosch, RJN (224) 425-1014	21 W 551 Bemis Rd., Glen Ellyn, IL	1,239	18"	Nov-23	S	
Naperville, IL	Dave Naley (630) 548-2981	400 S. Eagle St, Naperville, IL 60540	140	12"	Nov-23	S	
IAW - Bolingbrook, IL	Candace Scholz (630) 432-3817	1000 Internationale Parkway, Woodridge, IL 60517	16,048	8" & 10"	Nov-23	S	
McLean County Highway Department	Luke Hohulin, (309) 663-9445	102 S. Towanda Barnes Rd, Bloomington, IL 61705	98	42"	Nov-23	S	
IAW - Homer Glen, IL	Candace Scholz (630) 432-3817	1000 Internationale Parkway, Woodridge, IL 60517	1,338	8"-18"	Dec-23	S	
Madison WI Metropolitan Sewerage District	Rachel Feil (608) 628-1214	1610 Moorland Rd., Madison, WI 53713	510	12"&15"	Dec-23	S	
Bartlett, IL	Tyler Isham (224) 339-0224	228 S. Main St., Bartlett, IL 60103	6,023	8"-12"	Dec-23	S	
Farmer City, IL	Jeremiah Buchanan (217) 318-1959	105 S. Main St, Farmer City, IL	594	33"	Dec-23	S	
Washington, IL (Installed in 2023)	Derek Hackney (309)208-8596	301 Walnut St, Washington, IL 61571	5,062	6"-15"	Dec-23	S	
Danville, IL	Eric Childers (217) 431-2259	1155 East Voorhees, Danville, IL 61832	1,173	8"	Dec-23	S	
Rolling Meadows, IL	Kevin Casey (847) 963-0500	3900 Berdnick St, Rolling Meadows, IL 60008	2,362	8"-12"	Dec-23	S	
Morton Grove, IL	Kevin Lochner (847) 470-5235	7840 Nagle Ave, Morton Grove, IL 60053	2,704	8"-10"	Dec-23	S	
IAW - Washington, IL	Trip Barton (309) 258-9151	8400 N. University, Peoria, IL 61615	7,695	8"	Dec-23	S	
IAW - Royal Estates MHP, Peoria, IL	Trip Barton (309) 258-9151	8400 N. University, Peoria, IL 61615	1,328	8"	Dec-23	S	
University of Illinois, Champaign	Robbie Bauer (217) 265-6492	1501 S. Oak St, Champaign, IL 61820	215	8"	Dec-23	S	
Champaign, IL	Nathan Dornfeld (217) 403-4700	702 Edgebrook Dr., Champaign, IL 61820	19,192	6"-30"	Dec-23	S	
Earthwerks - Schaumburg/Hanover Park, IL	Nicholas Tremmel (630) 482-2341	2111 Ogden Ave., Lisle, IL 60532	264	36"	Dec-23	S	
IAW - Villa Grove, IL	Justin Swinford (217) 373-3255	1406 Cardinal Ct., Urbana, IL 61801	11,359	8"-12"	Dec-23	S	2023 Total
IAW - Des Plaines, IL	Candace Scholz (630) 432-3817	1000 Internationale Parkway, Woodridge, IL 60517	16,712	6"-12"	Dec-23	S	510,320
0	0	0	0	0	Jan-00	0	

Project dollar amounts may be obtained by request from project owners or a Hoerr Construction representative

TOTAL: 4,753,346 FEET
900.3 MILES
Date of report: 1/19/2023

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing Execution of an Agreement for Manhole Rehabilitation Services with Culy Contracting LLC of Winchester, Indiana

Overview
The Village of Northbrook rehabilitates manholes to improve the structural integrity of the manhole, seal manholes from stormwater and groundwater infiltration, and repair defects as necessary.

Fiscal Impact
The budgeted cost for this project is $61,910. The Fiscal Year 2024/25 Budget contains sufficient funds in Account No. 14-4160-723-00 (Sewer Line Construction). The proposal for this work includes estimated quantities and unit pricing, as such work will be performed up to the budgeted amount of $61,910.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Sewer Line Construction	14-4160-723-00	$480,190	$480,190	$61,910	$418,280	Yes

Recommendation
Approval.

Background
As part of its ongoing responsibilities, the Public Works Department maintains 134 miles of sanitary sewer main with 3,411 manholes. To ensure the Village's sanitary sewers function as designed, crews periodically clean, televise, and assess the condition of each individual manhole, and schedule repairs as necessary.

Depending on the deficiency, manholes can be rehabilitated with simple repairs, such as installing new riser rings, or more complex means, such as applying epoxy lining to interior walls. The primary objectives of these repairs are to preserve the structural integrity of the manhole, prevent or correct points where stormwater or groundwater can infiltrate the structure, and extend the useful life of the structures. The manhole rehabilitation program is an important part of the Village's responsibilities for managing inflow and infiltration under the Metropolitan Water Reclamation District of Greater Chicago's (MWRD's) Watershed

Management Ordinance.

Staff prepared and issued requests for proposals for this work and advertised to bidders on February 8, 2024. On February 27, the Village received four sealed proposals. After review, staff determined that the lowest responsive proposal was received from Culy Contracting, LLC of Winchester, IN. ("Contractor") in the amount of $52,555. The proposals are summarized below in Table 1.

Table 1 - Summary of Bids	
Contractor	**Bid Total**
Culy Contracting LLC	$52,555
Emergia Inc.	$61,908
Hoerr Construction, Inc.	$138,568
National Power Rodding Corp.	$344,250

The proposal for this work includes estimated quantities and unit pricing, as such work will be performed up to the budgeted amount of $61,910. The Contractor has successfully performed similar work for the City of Highland Park and the Village of Mount Prospect.

Staff recommends Village Board approval of a Resolution authorizing a contract with Culy Contracting LLC of Winchester, Indiana in the amount of $61,910 for Manhole Rehabilitation Services.

A Resolution Authorizing an Agreement for Manhole Rehabilitation Services.docx
Exhibit A - Contract.pdf

Resolution 2024-XX

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

A Resolution Authorizing Execution of an Agreement for Manhole Rehabilitation Services with Culy Contracting, LLC. of Winchester, Indiana

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook rehabilitates manholes ("***Services***") to improve the structural integrity of the manhole, seal manholes from stormwater and groundwater infiltration, and repair defects as necessary.

In February 2024, staff prepared a Request for Proposals document for the Services. On February 27, the Village received four proposals. Culy Contracting, LLC. of Winchester, Indiana ("***Contractor***") submitted the lowest, most responsive proposal. Based on these factors, staff recommends entering into an agreement between the Village and the Contractor for the completion of the Services in the amount not-to-exceed $61,910 for Fiscal Year 2024/25 ("***Agreement***").

The Fiscal Year 2024/25 Budget provides funds in accounts 14-4160-723-00 for the Services.

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

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

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR THE
2024 MANHOLE REHABILITATION SERVICES

Full Name of Bidder Culy Contracting LLC ("Bidder")

Principal Office Address 5 Industrial Park Drive, Winchester, IN 47394

Local Office Address 5 Industrial Park Drive, Winchester, IN 47394

Contact Person Jake Hart Phone 765-584-8509 E-Mail jacob.hart@culycontracting.com

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Kelly Hamill

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. #1 *[if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and Specifications (Attachment A), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other items necessary for drainage improvements in the Village of Northbrook (the "Work Site").

2. Permits: Procure and furnish all permits, licenses, other governmental approvals, Village Northbrook Contractor License and authorizations necessary in connection therewith;

3. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes: Pay all applicable federal, state, and local taxes;

5. Miscellaneous: Do all other things required of Bidder by this Contract/Proposal; and

6. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the contract "2024 Sewer Lining Services" dated February __, 2024 and specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth for such Unit Price Item:

Unit Item	Unit of Measurement	Units (Estimated)	Unit Pricing	Total
Manhole Wall Cementitious Coating (Cementitious Lining Only)	Vertical Foot	250	$145.00	$36,250.00
Manhole Wall Cementitious Coating (Done in Combination with Epoxy Lining)	Vertical Foot	0	$100.00	
Full Depth Epoxy Lining (Used in Combination with Cementitious Coating)	Linear Foot	0	$150.00	
Manhole Exterior Wall Grouting	Each	0	$10.00	
Grout/Seal Abandoned Service	Each	0	$175.00	
Reconstruct Manhole Bench/Trough Invert	Each	10	$400.00	$4,000.00

Internal Frame/Chimney Seal (Epoxy)	Each	35	$350.00	$12,250.00
International Frame/Chimney Seal (Mechanical)	Each	0	$550.00	
Ring Adjustment	Each	0	$1,200.00	
Ring Replacement	Each	0	$1,500.00	
Lid Replacement	Each	0	$725.00	
Pre/Post Construction Video	Each	1	$55.00	$55.00
			Grand Total (All Lines)	$52,555.00

YEARLY MAXIMUM CONTRACT PRICE
(Quantity of work may be adjusted to accommodate not to exceed Contract Price)

Contract Year 1 (Beginning May 1, 2024 and ending April 30, 2025): $61,910
Contract Year 2 (Beginning May 1, 2025 and ending April 30, 2026): $63,150*
Contract Year 3 (Beginning May 1, 2026 and ending April 30, 2027): $64,415*

***Year 2, Year 3 subject to Owner authorization and approval. Contractor shall not work prior to receiving written authorization from the Owner. Renewal year maximum contract prices subject to change.**

TOTAL CONTRACT PRICE (total not to exceed contract price)

Sixty One Thousand Nine Hundred Ten	**Dollars and**	Zero	**Cents**
(in writing)		**(in writing)**	
61,910	**Dollars and**	00	**Cents**
(in figures)		**(in figures)**	

Renewal for Subsequent Project Years

Owner reserves the right, but shall be under no obligation, to offer to renew this Contract with Contractor for up to two additional project years (2025, 2026) on an annual basis. Owner shall notify Contractor of his desire to renew the Contract for an additional project year on or about November 1st of the preceding year. Contractor shall notify Owner not later than November 15th whether or not he will enter into a renewal of the Contract with Owner at the adjusted Unit Prices for that year. Note quantities will vary each year. The Village expects to be able to provide the total project budget in the renewal letter. A renewal of the contract will require Contractor renewal of insurances, bonds, and obtaining permits. All requirements of the contract are still in effect. Contractor must pay the current prevailing wage.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change; Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices;

4. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and

5. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

The Bidder shall submit to Owner monthly a written request for payment based on the amount of Work completed and services provided since the previous request for payment. Requests for payment must be submitted no later than the first day of each month for consideration and approval of payment by Owner at the Board of Trustee meetings normally held on the second and fourth Tuesday of each month. Each request for payment shall include a description (location, genus and size list) of all work completed, copies of all approved emergency service work orders, required copies of certified payrolls, waivers and all other required attachments. Improper or incomplete requests for payment will not be submitted to Owner's Board of Trustees for payment until all disputes have been resolved or removed from the request for payment.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time + Completion Date Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall prepare to commence the Work following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with the schedule approved pursuant to the Specifications. All project work must be completed by December, 2024. The Owner may at their sole discretion assess a $500 penalty per calendar day for each day after the stated completion date.

4. Financial Assurance

A. Bonds: No Bid Bond Required

B. Insurance: If this Contract/Proposal is accepted the Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:
Worker's Compensation: Statutory
Employer's Liability: $500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws: The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred: Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified: Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgments

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance: Owner are relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights: Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Bidders.

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

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

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

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

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

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

I. Assignment: Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

DATED this 27th day of February, 2024.

Bidder's Status: (✓) _____ Corporation ; ( ) _____ Partnership; ( ) Individual Proprietor
(State) (State)

Bidder's Name: Culy Contracting LLC

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: Bc Cs

(corporate seal if corporation)

Printed Name: Bruce Culy

Title/Position: Operations Manager

Bidder's Business Address: 5 Industrial Park Drive, Winchester, IN 47394

Bidder's Business Telephone: 765-584-8509 Facsimile: 765-584-8060

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners:

NAME	TITLE	ADDRESS
Daniel P. Schoenekase	President, General Councel and Secretary	
John L. Heggemann	Senior Vice President	
Lee Zubrod	Senior Vice President, Operations	
Bruce Culy	Operations Manager	

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("Owner") this ____day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III
Title: Village Clerk

By: _____
Cara L. Pavlicek
Title: Village Manager

ATTACHMENT A

SPECIFICATIONS FOR THE

2024 Manhole Rehabilitation Services

PART 1. - GENERAL PROVISIONS

GP-1. **Resident Engineer:**

Owner shall designate an agent to serve as Resident Engineer under this Contract. The Project Engineer shall be the same as the Resident Engineer.

GP-2. **Commencement Date:**

Work may not begin until the preconstruction meeting has concluded and written notice to proceed is provided by owner.

GP-3. **Completion Date:**

A work for the 2024 contractual year must be completed by December 31, 2024 with all reports submitted no later than January 15, 2025.

Should the Village execute any renewals as outlined in Section 2(a), all work for said renewals shall be completed within 180 calendar days of the execution of said renewals by the Village with all reports due within 195 calendar days.

GP-4. **Per Diem Administrative Charge**

FIVE HUNDRED DOLLARDS ($500.00) PER DAY FOR EACH DAY AFTER THE COMPLETION DATE.

GP-5. **Progress Schedule, Work Completed Documentation and Pay Request Submittals:**

The Contractor shall submit a progress schedule at the preconstruction meeting to the Project Engineer which shall indicate the proposed sequence of Work, and how the Contractor proposes to complete the Work within the days specified in the Contract. At the end of each week the Contractor shall provide to the Project Engineer a list of quantities and Work hours contributed to the Work performed during said week (tickets). Pay request submittals shall be made on the Village's standard request forms and shall include the quantity and locations of all Work completed. Weekly project status meetings will be held. The Contractor will be required to provide a one week work plan and a "best guess" work plan for the 2nd week out.

GP-6. **Private Property Lawn Irrigation Systems, Mailboxes, Fences and Other Subsurface & Surface Items:**

Locating and repair to private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items damaged in conjunction with completing the Work shall be the responsibility of the CONTRACTOR. Permanent repairs must be completed within ten (10) calendar days of the damage occurrence. Materials used for repairs shall be equal to, or better than, the existing and are subject to the Resident Engineer's approval. Failure to repair the damaged items within specified time period will result in the Contractor paying all costs involved for an outside professional to complete all necessary repairs.

All costs relating to protecting and repairing private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items that either conflict and/or are damaged by the Work are incidental to the Contract, unless otherwise noted in the Special Provisions.

GP-7. **Underground Utilities:**

The Contractor shall notify all utility companies for locations prior to proceeding with the Work by contacting J.U.L.I.E. at 1-800-892-0123.

The CONTRACTOR shall locate all underground utilities in potential conflict with the Work in advance of pavement routing and installing the proposed improvements and in advance of ordering materials for proposed work. Upon determination of a conflict, such conflict shall be immediately brought to the attention of the Resident Engineer. The Resident Engineer will make a reasonable attempt to resolve such conflict in a timely manner. However, no compensation will be provided to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

CONTRACTOR shall take reasonable precautions against damage to existing utilities. However, in the event of a break of an existing gas main, underground electrical or communications cable, etc., the CONTRACTOR shall immediately notify J.U.L.I.E. and the responsible official of the organization operating the utility damaged by the Work. The CONTRACTOR shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services. There will also be no additional compensation to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

GP-8. **Street Parking Notification:**

The Contractor is responsible for notifying residences or businesses a minimum of 48 hours in advance of driveway closures or limits of street construction. This will assist in preventing vehicles from obstructing areas of construction.

Driveway staging will be allowable as deemed satisfactory to the Resident Engineer; however, full access (ingress and egress) must be maintained at all times. If this requires short-term flagging operations it shall be considered incidental to contract and no additional compensation will be provided.

GP-9. **Deletion Of Work:**

The Village reserves the right to delete Work from this project should the Work exceed the Village's Budget allocation. In the event Work is deleted from the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices.

GP-10. **Addition Of Work:**

The Owner reserves the right to add additional Work to this project at other locations throughout the Village. In the event Work is added to the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices. No additional compensation will be provided for mobilization or traffic control required for the additional Work.

GP-11. **Private Property Damage:**

The CONTRACTOR must pay all claims submitted for private or public entity property damage due to this project within 14 days of submittal. If payment of claim extends past a 14 day period, the Village reserves the right to reimburse the claim submitter and deduct the amount of the claim from CONTRACTOR 's contract. There will be a 15% administrative charge and $150.00 minimum assessed to the Contractor for failure to make payment.

GP-12. **Construction Work Hours:**

All Work shall be limited to the following Working days and Working hours. For Monday through Friday, working hours are from 7:00 A.M. to 5:00 P.M. Any work requiring supervision or inspection after 5:00 P.M. or on Saturdays, Sundays and legal holidays will need approval of the Project Engineer. If approved, weekend and holiday work may not begin earlier than 9:00 A.M. and must conclude by 5:00 P.M., or earlier if specified by the Project Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

GP-13. **Compliance with Laws:**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties; any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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

Contractor and its employees, agents, and subcontractors will comply with the Owner's Standard Operating Procedure NO. 11-057 "No Weapons" effective May 13, 2014 ("SOP") at all times during the performance of the Work.

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

GP-14. **Prevailing Wage Act Compliance:**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers

and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

GP-15. **Solid Waste Collection Days:**

The Contractor must coordinate with/around the Village's garbage and recycling collection times.

PART 2. - SPECIAL PROVISIONS

SP-1. **General:**

The work required by this Contract shall be performed in accordance with and subject to the following published documents, as referenced within this Contract, except where otherwise required by this Contract and its components:

1. State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 ("Standard Specifications");
2. Village of Northbrook's Standards and Specifications for Public & Private Improvements, in effect on the date of the Invitation for Bidder's Proposals;
3. Illinois Manual on uniform Traffic Control Devices for Streets and Highways, in effect on the date on the Invitation for Bidder's Proposals;
4. State of Illinois Supplemental Specifications and Recurring Special Provisions in effect on the date of the Invitation for Bidder's Proposals; and.
5. Standard Specifications for Water and Sewer Construction in Illinois, 8th Edition, 2020.

In case of conflict between the specifications and requirements of any of these publications and any part or parts of this Contract and its Attachments, the more restrictive specification or requirement shall take precedence and shall govern.

SP-2. **Description of Work:**

The Work consists of installation of sanitary sewer lining in various services of cured-in-place pipe lining (CIPP), rehabilitation and restoration of the structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin-Impregnated Tube process, repair of defective laterals and all related and ancillary work.

SP-3. **Location of Work:**

The work included in this project shall be performed at various locations in the Village of Northbrook, Illinois.

SP-4. **Noise Limitations:**

Equipment and trucks may not be started or operated outside of the Work hours above unless authorized at the sole discretion of the Project Engineer. All other areas of Work noise restriction will be strictly enforced.

SP-5. **Work Site Safety:**

The Contractor is solely responsible at all times for safety at the job site. The Contractor shall implement whatever protection measures are necessary to fully protect his/her work forces, the work forces of his/her suppliers and Subcontractors, and the general public from construction activities. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building and construction codes shall be observed.

The drawings do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the Work. Including, but not limited to forms, trench protection, protective barricades and warning lights.

SP-6. Excavation:

Where adverse soil conditions warrant, utility trenches shall be stabilized. Sloping of trench sides is not allowed; therefore open-cut trenches shall be sheeted and braced or otherwise protected as required by Occupational Safety and Health Administration (OSHA) and the governing agency, and as may be necessary to protect life, property, or the Work, and shall be incidental to the contract and not paid for separately.

At the minimum, the construction of working shafts, trenches or manned entry shall be conducted in accordance with the Code of Federal Regulations (CFR) 29 of the U.S. Department of Labor, OSHA's Part 1926, Subpart P-excavations, Sections 1926.650, 651, 652 or Subpart S-Underground Construction, Section 1926.800, whichever is applicable.
The length of an excavated trench shall not exceed the length of pipe to be installed and properly backfilled the same day.

No open trench or pit shall remain unprotected. It is the contractor's responsibility to backfill the trench and/or pit or erect a stable and secure six (6) foot high chain link fence around the perimeter of excavation, along with a steel plate over the excavation to prevent any access to the excavation without the Contractor's permission.

All excess excavated material and delivered material from the installation of utilities and/or road shall be removed and disposed of off-site the same day. The Contractor is not allowed to stockpile any material overnight without prior written approval from the Village. If any material stockpiles will remain overnight, it is the Contractor's responsibility to erect a stable and secure six (6) foot high chain link fence around the perimeter of the stockpiled material. These fences shall be installed and gate/s locked at all times except when access by the Contractor is required.

The cost associated with the job-site safety, trench/pit and stockpile protection shall be considered as included in the contract unit prices bid for the various items involved.

SP-7. Clean Construction and Demolition Debris (CCDD) and Uncontaminated Soil:

The Contractor shall be aware of Public Act 96-1416, which took effect July 30, 2010 and impacts most excavation and construction projects in Illinois.

PA 96-1416 requires that all soil excavated at a project site be evaluated by a Licensed Professional Engineer and certified as "uncontaminated" material before it may leave a site.

Upon request from the Contractor the Village will certify as "uncontaminated" all soils excavated in residential areas that has never been used for commercial or industrial purposes. The cost to the Contractor, associated with this PA 96-1416 requirement for uncontaminated soils certification, shall be considered included in the Contract.

When the Contractor encounters potentially contaminated materials in areas which in the past or currently are used for commercial or industrial purposes the Village's environmental consultant will determine the excavated soil and groundwater classification (uncontaminated, non-special or special waste), management and disposal of excavated material.

Removal and Disposal of any contaminated material and payments for this work shall be according to the Article 669 of the Standard Specifications and Supplemental Specification most recent (January 1, 2011) amendment and Bid Document requirements.

SP-8. **Sewer Flow By-Pass Pumping:**

Sewer flows may occur during the sewer system repair Work. It shall be the responsibility of the Contractor to plan and execute, where necessary sewer bypass pumping operations sufficient to avoid causing sewer back-ups for the Village's residential and commercial customers and to avoid illegal discharge onto land or into waterways.

If bypassing of the flow is required around the sections of sewer main affected by work done in connection with this contract, the bypass shall be made by plugging the line at a point upstream of the work zone and pumping to a downstream point or adjacent system.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hose needs to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The cost associated with sewer flow bypassing shall be considered as included in the contract unit prices bid for the various items involved.

SP-9. **Intergovernmental Agencies:**

The Contractor shall notify the Metropolitan Water Reclamation District ("MWRD") Permit section field office (708/222-4055) at least two days prior to commencement of any sanitary sewer work.

SP-10. **Coordination with Existing Utilities:**

The Contactor, in accordance with IDOT's Local Road LR 105 Special Provisions, shall facilitate all Cooperation and coordination of work. The Contractor shall insure engineering drawings have been submitted to the other utility (gas, electric, communication, etc.) companies for coordination purposes.
If horizontal or vertical conflicts require relocation and/or adjustment of any section of the referenced (gas, electric, communication, etc.) utility by the appropriate utility company, the Village assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the existing underground utility. No additional compensation (from the Village) will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the other (not by the Village owned) utility.

SP-11. **Required Submittals:**

The work shall be done in accordance with Article 105.04 of the Standard Specifications, except as modified herein.

The Contractor shall submit to the Engineer for approval, shop drawings, product data and catalogue cuts for all precast structures, castings, epoxy material and chimney seal information prior to ordering of material.

If, during construction, any changes to the proposed utility layout are required, the Contractor shall generate detailed sketches and obtain Engineer's approval for the proposed change, prior to commencing of any work deviating from the original engineering drawing.

SP-12. **Work Quality Inspection:**

The Engineer may request the Contractor to open utility structures (manholes, vaults, etc.) for field inspection and/or "punch list" generation. The Contractor's time, equipment and labor costs associated with the Village's work quality inspection shall be considered incidental to the unit prices bid for the various items involved.

SP-13. **Clarification:**

The above referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Mobilization/Demobilization, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Safety, Required Submittals, Work Quality Inspection, as-built drawing generation, etc. are considered incidental to the Contract and will not be reimbursed. All costs shall be borne by the Contractor.

SP-14. **Payout Procedure:**

A "Monthly Application for Payment" schedule will be submitted to the Contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the Contractor's representative and the Village's project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the Contractor the latest quantities measured by the Village and those numbers must be used for the current billing period. If the Contractor's submitted quantities are different than those agreed to or submitted to the Village, the Village will proceed with the invoice approval of the lesser amount per line item (either the Contractor's itemized invoice or the inspected and approved item quantity by the Village inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Village inspection requirements.

Applications for payment must be submitted on a Village approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include: current waivers of lien, Contractor's affidavits, Contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as required by Village. Applications for payment shall be submitted no later than Noon of the date specified under "Due to Project Manager from Contractor" on the Monthly Application for Payment Schedule. Late Application submissions will be processed by the following month's schedule.

A ten percent (10%) retainage will be held by the Village on all contracts until all work is completed, which includes as-built drawings, punchlists, maintenance agreements and any required submittals.
Any questions pertaining to payments are to be forwarded to the project manager or the Construction Division Engineer. Contractors shall not call the Village Finance Department with questions regarding pay applications. Examples of Village Payout Documents are attached as Appendix 1.

The Village's Pay Application Process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

Means and Materials Specifications:

Item I

Manhole Adjustment and Chimney Seal Installation

Structure Adjustment – Parkways

The Work shall be completed in accordance with Sections 602 and 603 of the Standard Specifications. This pay item applies only to the utility structures that were in place (existing) in the parkways prior to the commencement of construction work of the current project and only for existing structures that require adjusting ring replacement and resetting/replacement of existing frame and cover. Frame and cover shall be a Neenah R-1713 w/T Seal.

Adjustment of existing structures in the parkways includes the required height adjustment and replacement of all existing adjustment rings and brick/block. Adjustments of existing structures shall be made with precast concrete adjusting rings set in a mortar bed. The work will be considered included in the appropriate "Sanitary Manhole Adjusting Ring Replacement" contract unit price.

All items addressed, including any necessary parkway restoration (black dirt and seed) around the structure, shall be considered incidental to the contract unit price

.

Final adjustment of concrete adjusting ring, supply, installation and sealing (prior to placement of topsoil), will be considered included in the appropriate "Sanitary Manhole Adjusting Ring Replacement" contract unit price.

Chimney Seal Installation

This work shall be in accordance with manufacturer recommendations. Chimney seal installation will extend from the cone section up to and on the new frame with both bands being tightly adhered to the structure,

For all sanitary sewer manholes, chimney seals shall be provided and installed. Chimney seals shall be internal or external type, as manufactured by "Cretex Specialty Products", or approved equal, as directed by the Engineer.

Item II

Manhole Rehabilitations with Epoxy Coating

Part I – General

1.01 Section Includes

A. This specification covers work, materials and equipment required for protecting and/or rehabilitating concrete and masonry manholes and other underground vaults by monolithic spray-application of a high-build, solvent-free epoxy coating to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity. Procedures for surface preparation, cleaning, application and testing are described herein.

1.02 References

A. ASTM D638 - Tensile Properties of Plastics.
B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
C. ASTM D695 - Compressive Properties of Rigid Plastics.
D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
E. ASTM D2584 - Volatile Matter Content.
F. ASTM D2240 - Durometer Hardness, Type D.

G. ASTM D543 - Resistance of Plastics to Chemical Reagents.
H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
I. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
J. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica
K. ASTM - The published standards of the American Society for Testing and Materials.
L. NACE - The published standards of National Association of Corrosion Engineers.
M. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1.03 Submittals

A. The following items shall be submitted:
   1. Technical data sheet on each product used, including ASTM test results
   2. Material Safety Data Sheets (MSDS) for each product used.
   3. Project specific guidelines and recommendations.
   4. Applicator Qualifications:
      a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
      b. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
      c. Five (5) recent references of Applicator (projects similar size and scope) indicating successful application of a high-build solvent-free epoxy coating by plural component spray application.

1.04 Quality Assurance

A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

1.05 Delivery, Storage and Handling

A. Materials are to be kept dry, protected from weather and stored under cover.
Protective coating materials are to be stored between 50 degree F and 90 degree F. Do not store near flame, heat or strong oxidants.
B. Protective coating materials are to be handled according to their material safety data sheets.

1.06 Site Conditions

A. Applicator shall conform with all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
B. Method statements and design procedures are to be provided by Owner when confined space entry, flow diversion or bypass is necessary in order for Applicator to perform the specified work.

Part 2 – Products

2.01 Manufacturers

A. Raven Lining Systems, Inc., Tulsa, Oklahoma 800-324-2810 or 918-584-2810 or FAX 918-582-4311.

2.02 Repair Materials

A. Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and protective coating applicator. Repair materials must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations. Repair areas to include the benches and flow lines.
B. The following products may be accepted and approved as compatible repair basecoat materials for epoxy top coating for use within the specifications:

1. 100% solids, solvent-free epoxy grout specifically formulated for epoxy top coating compatibility. The epoxy grout manufacturer shall provide instructions for trowel or spray application and for epoxy top coating procedures.
2. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be trowelled or pneumatically spray applied may be approved if specifically formulated to be suitable for epoxy top coating. Such repair mortars should not be used unless their manufacturer provides information as to its suitability for top coating with an epoxy coating. Project specific submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating.
3.

2.03 Protection Coating Material

A. Epoxy coating system - 100% solids, solvent-free two-component epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications (up to 125 mils in a single coat).

Product type	Amine cured epoxy
Color	Light Blue
Solids Content (vol %)	100
Mix Ratio	3:1
Compressive Strength	18,000 psi
Tensile Strength	7,600 psi
Tensile Elongation, %	1.5%
Bond Strength - Concrete	>Tensile Strength of Concrete

2.04 Protective Coating Application Equipment

A. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified protective coating.

2.05 Repair Mortar Spray Application Equipment (if spray applied)

A. Spray applied repair mortars shall be applied with manufacturer approved equipment.

3.01 Examination

A. All structures to be coated shall be readily accessible to Applicator.
B. Installation of the protective coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
C. Temperature of the surface to be coated should be maintained between 40 degree F and 120 degree F during application. Prior to and during application, care should be taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the temperature is falling versus rising (i.e. late afternoon into evening vs. morning into afternoon).

3.02 Surface Preparation

A. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.
B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the epoxy protective coating to be applied.
E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Generally, this can be achieved with low pressure water cleaning using equipment capable of 5,000 psi at 4 gpm. Other

methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12), abrasive blasting, shot-blasting, grinding, scarifying or acid etching may also be used. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface that is not excessively damaged.

F. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for top coating with the specified epoxy protective coating.

G. Test prepared surfaces after cleaning but prior to application of the epoxy coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.

H. Removal of all manhole steps to be done before cleaning or application of lining material.

3.03 Application of Repair Materials

A. Areas where structural steel has been exposed or removed shall be repaired in accordance with the Project Engineer's recommendations.

B. Repair materials shall meet the specifications herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be specified by the Project Engineer according to Owner's requirements and manufacturer's recommendations.

C. If using approved cementitious repair materials, such shall be trowelled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the protective coating. No bug holes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.

D. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.

E. After abrasive blast and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shot-blast or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy coating.

3.04 Application of Protective Coating

A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.

C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.

D. Specified surfaces shall be coated by spray application of a moisture tolerant, solvent-free, 100% solids, epoxy protective coating as further described herein. Spray application shall be to a minimum wet film thickness of 125 mils. **Surfaces to include the bench.** If deemed by the engineer, and the contractor agree that doing the flow line would be a benefit to the structurability of the MH, then the flow line will be done also.

E. If necessary, subsequent top coating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

3.05 Testing and Inspection

A. During application a wet film thickness gauge, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges shall be used to ensure a monolithic coating and uniform thickness during application.

B. After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. Surface shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25 microns)

of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188-99). All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

C. A final visual inspection shall be made by the Inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.

D. The municipal sewer system may be put back into non-severe operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 3 to 7 days and/or force cure by heat induction to the coated surfaces may be necessary prior to returning to service. Consult coating manufacturer for further details.

PART 3. - FORFEITURE

The OWNERS retain the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal or neglect of the CONTRACTOR to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the CONTRACTOR to proceed with the work in accordance with the requirements and conditions of the specifications. Should the CONTRACTOR fail to meet the specifications and deadlines set forth, OWNERS reserves the right to notify CONTRACTOR in writing within 15 days that their services are not in compliance and termination of services has been initiated. A penalty of $100.00 per day will be assessed and deducted from payment until which time the work is completed according to the specifications or CONTRACTOR terminates services with the Village of Northbrook.

Issuance of the notice by the OWNER shall be indication of the intentions of the OWNER to take the work out of the control of the CONTRACTOR and to re-let the work to other contractors. The cost of completing all the work and all expenses incurred by the OWNER in completing the contract shall be charged to the CONTRACTOR and shall be deducted and paid by the OWNER out of such monies as may be due or may become due to said CONTRACTOR. Any deficiencies of monies required to complete the contract by others shall be paid to the OWNER by the CONTRACTOR forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the OWNER to declare the contract in default, such default shall in no case relieve the CONTRACTOR or its bondsman of any of the conditions of the contract.

Culy Contracting References

City	State	Contact	Details	Date
Mount Prospect	Illinois	Casey Botterman 847-870-5640	350 VF MCL	2019,2020 2021,2022
Arlington Heights	Illinois	Erik Danielczyk 847-368-5800	500 VF MCL	2019,2020 2021,2022
Highland Park	Illinois	Keith Miller 847-926-1152 Kmiller@cityhpil.com	100+ Manholes	2021,2022 2023
South Elgin	Illinois	Dan Mann dmann@southelgin.com	600 VF Lift Station	2020,2021 2022,2023
Decatur	Illinois	Chad Larimore CLarimore@decaturil.gov	1000VF + Mr Manhole	2016,2019 2021,2022
Beech Grove	Indiana	Phil Gurganus 317-445-8553	90+ Manholes	2023

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing an Agreement for Sewer Televising and Manhole Inspection Services with American Underground, Inc. of Wheeling, Illinois

Overview
The Village of Northbrook cleans and televises its sewers to assess the condition of each individual sewer segment and ensure that the sewers function as designed.

Fiscal Impact
The budgeted cost for this project is $59,895. The Fiscal Year 2024/25 Budget contains sufficient funds in Account No. 14-4160-526-00 (Sewer Maintenance). As this bid is based on unit prices, the Village will award a contract in the budgeted amount.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget
Maintenance - Sewer	14-4160-526-00	$74,895	$74,895	$59,895	$15,000	Yes

Recommendation
Approval.

Background
As part of its ongoing responsibilities, the Public Works Department maintains 134 miles of sanitary sewer main. In order to ensure that the Village's sewers function as designed, crews periodically clean, televise, and asses the condition of each individual sewer segment and schedule any repairs as necessary.

The primary goal of televising sewers annually is to view and assess the condition of the pipes. This process involves cleaning sewers and televising to check for any deficiencies that need to be addressed. Televising allows staff to identify problem areas where sewers should have root cutting done, be repaired, or lined. This program is an important part of meeting the Village's responsibilities for managing underground sewer systems with the Metropolitan Water Reclamation District of Greater Chicago's (MWRD's) Watershed Management Ordinance.

Staff prepared and issued bid packages for this work and advertised to bidders on February 8,

2024. On February 26, the Village received four sealed proposals. After review, staff determined that the lowest responsive proposal was received from American Underground Inc. of Wheeling, IL ("Contractor").

Table 1 - Summary of Bids	
Contractor	**Bid Total**
American Underground Inc.	$55,134
Visu-Sewer of Illinois, Llc.	$79,219
National Power Rodding Corp.	$115,229
Duke's Root Control, Inc.	$137,977

The Contractor has a history of successfully performing similar work in the Village of Northbrook on-time and within budget. As this bid is based on unit prices, the Village will award the contract in the budgeted amount of $59,895. Staff recommends Village Board approval of a Resolution authorizing the execution of an agreement for sewer cleaning and televising work with American Underground, Inc. of Wheeling, Illinois in the amount of $59,895.

A Resolution Authorizing an Agreement for Sewer Televising Services.doc
Exhibit A - Contract.pdf

Resolution 2024-XXXX

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

A Resolution Authorizing an Agreement for Sewer Televising and Manhole Inspection Services with American Underground, Inc. of Wheeling, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook televises segments of its sanitary sewers and select manholes ("***Services***") to view and assess the condition of the Village's underground infrastructure. These inspections allow staff to identify areas where sewers or manholes have failed and where roots have infiltrated the sewer. These inspections also aid in identifying locations where sewers and manholes should be lined.

In February 2024, staff prepared a Request for Proposals document for the Services. On February 26, the Village received four proposals. American Underground, Inc. of Wheeling, Illinois ("***Contractor***") submitted the lowest, most responsive proposal. Based on these factors, staff recommends entering into an agreement between the Village and the Contractor for the completion of the Services in the amount not-to-exceed $59,895 for Fiscal Year 2024/25 ("***Agreement***").

The Fiscal Year 2024/25 Budget provides funds in account 14-4160-526-00 for the Services. The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement.

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

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

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR THE
2024 SEWER TELEVISING AND CLEANING SERVICES

Full Name of Bidder American Underground Inc ("Bidder")

Principal Office Address 246 Marquardt Dr, Wheeling, IL 60090

Local Office Address _____

Contact Person David Kerber Phone 847-724-3503 E-Mail david@auinc.tv

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Kelly Hamill

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 *[if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and Specifications (Attachment A), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other items necessary for drainage improvements in the Village of Northbrook (the "Work Site").

2. Permits: Procure and furnish all permits, licenses, other governmental approvals, Village Northbrook Contractor License and authorizations necessary in connection therewith;

3. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes: Pay all applicable federal, state, and local taxes;

5. Miscellaneous: Do all other things required of Bidder by this Contract/Proposal; and

6. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the contract "2024 Sewer Lining Services" dated February 26 2024 and specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth for such Unit Price Item:

B.

Televising (NASSCO Type 1)					
Pipe Size	Type		Estimated Footage	Price per foot	Total
8"	Sanitary	Non-Easement	12,000	1.59	19,080.00
		Easement	300	1.59	477.00
8"	Storm	Non-Easement	250	1.59	397.50
		Easement	125	1.59	198.75
10"	Sanitary	Non-Easement	2,800	1.59	4,452.00
		Easement	175	1.59	278.25
10"	Storm	Non-Easement	350	1.59	556.50
		Easement	125	1.59	198.75

12"	Sanitary	Non-Easement	3,500	1.59	5565.00
		Easement	250	1.59	397.50
12"	Storm	Non-Easement	250	1.59	397.50
		Easement	125	1.99	248.75
15"	Sanitary	Non-Easement	300	1.59	477.00
		Easement	125	1.91	238.75
15"	Storm	Non-Easement	300	1.59	477.00
		Easement	125	1.99	248.75
18"	Sanitary	Non-Easement	300	1.59	477.00
		Easement	125	1.91	238.75
18"	Storm	Non-Easement	350	1.59	556.50
		Easement	125	1.99	248.75
24"	Sanitary	Non-Easement	200	1.59	318.00
		Easement	200	1.91	382.00
24"	Storm	Non-Easement	250	1.59	397.50
		Easement	125	1.91	238.75
				Total Price	36,546.25

Manhole Inspections (NASSCO Type 2)		
Estimated Occurrences	Price per occurrence	**Total Price**
100	182.00	18,200.00

Heavy Cleaning (Non-Easement)			
Pipe Size	Estimated Footage	Price per foot	Totals
8"	50	1.00	50.00
10"	50	1.00	50.00
12"	50	1.25	62.50
15"	50	1.50	75.00
18"	50	1.50	75.00
24"	50	1.50	75.00
		Total Price	387.50

Grand Total (Sum of All Shaded Boxes)	55,133.75

YEARLY MAXIMUM CONTRACT PRICE
(Quantity of work may be adjusted to accommodate not to exceed Contract Price)

Contract Year 1 Maximum Price (Beginning May 1, 2024 and ending April 30, 2025): $59,895

Year 2, Year 3, and Year 4 subject to Owner authorization and approval. Contractor shall not work prior to receiving written authorization from the Owner. Renewal year maximum contract prices subject to change.

TOTAL CONTRACT PRICE (total not to exceed Contract Price)

Fifty Nine Thousand Eight Hundred Ninety Five **Dollars and** Zero **Cents**
(in writing) **(in writing)**

59,895 **Dollars and** 00 **Cents**
(in figures) **(in figures)**

Renewal for Subsequent Project Years

Owner reserves the right, but shall be under no obligation, to offer to renew this Contract with Contractor for up to three additional project years (2024, 2025, 2026) on an annual basis. Owner shall notify Contractor of his desire to renew the Contract for an additional project year on or about November 1st of the preceding year. Contractor shall notify Owner not later than November 15th whether or not he will enter into a renewal of the Contract with Owner at the adjusted Unit Prices for that year. Note quantities will vary each year. The Village expects to be able to provide the total project budget in the renewal letter. A renewal of the contract will require Contractor renewal of insurances, bonds, and obtaining permits. All requirements of the contract are still in effect. Contractor must pay the current prevailing wage.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change; Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices;

4. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and

5. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

The Bidder shall submit to Owner monthly a written request for payment based on the amount of Work completed and services provided since the previous request for payment. Requests for payment must be submitted no later than the first day of each month for consideration and approval of payment by Owner at the Board of Trustee meetings normally held on the second and fourth Tuesday of each month. Each request for payment shall include a description (location, genus and size list) of all work completed, copies of all approved emergency service work orders, required copies of certified payrolls, waivers and all other required attachments. Improper or incomplete requests for payment will not be submitted to Owner's Board of Trustees for payment until all disputes have been resolved or removed from the request for payment.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time + Completion Date Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall prepare to commence the Work following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with the schedule approved pursuant to the Specifications. All

project work must be completed by December, 2024. The Owner may at their sole discretion assess a $500 penalty per calendar day for each day after the stated completion date.

4. Financial Assurance

A. Bonds: No Bid Bond Required

B. Insurance: If this Contract/Proposal is accepted the Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:
Worker's Compensation: Statutory
Employer's Liability: $500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws: The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred: Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified: Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgments

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance: Owner are relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights: Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Bidders.

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

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

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

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

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

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

I. Assignment: Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

DATED this 26 day of February, 2024.

Bidder's Status: (X) Illinois Corporation ; ( ) _____ Partnership; ( ) Individual Proprietor

(State) (State)

Bidder's Name: American Underground Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal if corporation)

Printed Name: David Kerber

Title/Position: Vice President

Bidder's Business Address: 246 Marquardt Dr, Wheeling, IL 60090

Bidder's Business Telephone: 847.724.3503 Facsimile: 847.724.3508

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners:

NAME	TITLE	ADDRESS
Kevin P Dee	President	Glenview, Illinois
David Kerber	Vice Piesident	Libertyville, Illinois

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("Owner") this ____day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III
Title: Village Clerk

By: _____
Cara L. Pavlicek
Title: Village Manager

ATTACHMENT A

SPECIFICATIONS FOR THE

2024 Sewer Televising and Cleaning Services

PART 1. - GENERAL PROVISIONS

GP-1. **Resident Engineer:**

Owner shall designate an agent to serve as Resident Engineer under this Contract. The Project Engineer shall be the same as the Resident Engineer.

GP-2. **Commencement Date:**

Work may not begin until written notice to proceed is provided by owner.

GP-3. **Completion Date:**

A work for the 2024 contractual year must be completed by December 31, 2024 with all reports submitted no later than January 15, 2025.

Should the Village execute any renewals as outlined in Section 2(a), all work for said renewals shall be completed within 180 calendar days of the execution of said renewals by the Village with all reports due within 195 calendar days.

GP-4. **Per Diem Administrative Charge**

FIVE HUNDRED DOLLARDS ($500.00) PER DAY FOR EACH DAY AFTER THE COMPLETION DATE.

GP-5. **Progress Schedule, Work Completed Documentation and Pay Request Submittals:**

The Contractor shall submit a progress schedule at the preconstruction meeting to the Project Engineer which shall indicate the proposed sequence of Work, and how the Contractor proposes to complete the Work within the days specified in the Contract. At the end of each week the Contractor shall provide to the Project Engineer a list of quantities and Work hours contributed to the Work performed during said week (tickets). Pay request submittals shall be made on the Village's standard request forms and shall include the quantity and locations of all Work completed. Weekly project status meetings will be held. The Contractor will be required to provide a one week work plan and a "best guess" work plan for the 2nd week out.

GP-6. **Private Property Lawn Irrigation Systems, Mailboxes, Fences and Other Subsurface & Surface Items:**

Locating and repair to private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items damaged in conjunction with completing the Work shall be the responsibility of the CONTRACTOR. Permanent repairs must be completed within ten (10) calendar days of the damage occurrence. Materials used for repairs shall be equal to, or better than, the existing and are subject to the Resident Engineer's approval. Failure to repair the damaged items within specified time period will result in the Contractor paying all costs involved for an outside professional to complete all necessary repairs.

All costs relating to protecting and repairing private property lawn irrigation systems, underground pet containment systems, mailboxes, fences, yard lights, bushes, landscape boulders and other subsurface and surface items that either conflict and/or are damaged by the Work are incidental to the Contract, unless otherwise noted in the Special Provisions.

GP-7. **Underground Utilities:**

The Contractor shall notify all utility companies for locations prior to proceeding with the Work by contacting J.U.L.I.E. at 1-800-892-0123.

The CONTRACTOR shall locate all underground utilities in potential conflict with the Work in advance of pavement routing and installing the proposed improvements and in advance of ordering materials for proposed work. Upon determination of a conflict, such conflict shall be immediately brought to the attention of the Resident Engineer. The Resident Engineer will make a reasonable attempt to resolve such conflict in a timely manner. However, no compensation will be provided to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

CONTRACTOR shall take reasonable precautions against damage to existing utilities. However, in the event of a break of an existing gas main, underground electrical or communications cable, etc., the CONTRACTOR shall immediately notify J.U.L.I.E. and the responsible official of the organization operating the utility damaged by the Work. The CONTRACTOR shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services. There will also be no additional compensation to the CONTRACTOR for any delays or additional Work associated with a utility conflict(s).

GP-8. **Street Parking Notification:**

The Contractor is responsible for notifying residences or businesses a minimum of 48 hours in advance of driveway closures or limits of street construction. This will assist in preventing vehicles from obstructing areas of construction.

Driveway staging will be allowable as deemed satisfactory to the Resident Engineer; however, full access (ingress and egress) must be maintained at all times. If this requires short-term flagging operations it shall be considered incidental to contract and no additional compensation will be provided.

GP-9. **Deletion Of Work:**

The Village reserves the right to delete Work from this project should the Work exceed the Village's Budget allocation. In the event Work is deleted from the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices.

GP-10. **Addition Of Work:**

The Owner reserves the right to add additional Work to this project at other locations throughout the Village. In the event Work is added to the Contract, the CONTRACTOR shall continue to honor the Contract Unit Prices. No additional compensation will be provided for mobilization or traffic control required for the additional Work.

GP-11. **Private Property Damage:**

The CONTRACTOR must pay all claims submitted for private or public entity property damage due to this project within 14 days of submittal. If payment of claim extends past a 14 day period, the Village reserves the right to

reimburse the claim submitter and deduct the amount of the claim from CONTRACTOR 's contract. There will be a 15% administrative charge and $150.00 minimum assessed to the Contractor for failure to make payment.

GP-12. **Construction Work Hours:**

All Work shall be limited to the following Working days and Working hours. For Monday through Friday, working hours are from 7:00 A.M. to 5:00 P.M. Any work requiring supervision or inspection after 5:00 P.M. or on Saturdays, Sundays and legal holidays will need approval of the Project Engineer**.** If approved, weekend and holiday work may not begin earlier than 9:00 A.M. and must conclude by 5:00 P.M., or earlier if specified by the Project Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

GP-13. **Compliance with Laws:**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties; any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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

Contractor and its employees, agents, and subcontractors will comply with the Owner's Standard Operating Procedure NO. 11-057 "No Weapons" effective May 13, 2014 ("SOP") at all times during the performance of the Work.

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

GP-14. **Prevailing Wage Act Compliance:**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the

Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

GP-15. **Solid Waste Collection Days:**

The Contractor must coordinate with/around the Village's garbage and recycling collection times.

PART 2. - SPECIAL PROVISIONS

SP-1. General:

The work required by this Contract shall be performed in accordance with and subject to the following published documents, as referenced within this Contract, except where otherwise required by this Contract and its components:

1. State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 ("Standard Specifications");
2. Village of Northbrook's Standards and Specifications for Public & Private Improvements, in effect on the date of the Invitation for Bidder's Proposals;
3. Illinois Manual on uniform Traffic Control Devices for Streets and Highways, in effect on the date on the Invitation for Bidder's Proposals;
4. State of Illinois Supplemental Specifications and Recurring Special Provisions in effect on the date of the Invitation for Bidder's Proposals; and.
5. Standard Specifications for Water and Sewer Construction in Illinois, 8th Edition, 2020.

In case of conflict between the specifications and requirements of any of these publications and any part or parts of this Contract and its Attachments, the more restrictive specification or requirement shall take precedence and shall govern.

SP-2. Description of Work:

The Work consists of internal closed circuit television (CCTV) inspection of both sanitary and storm sewers, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs.

SP-3. Location of Work:

The work included in this project shall be performed at various locations in the Village of Northbrook, Illinois.

SP-4. Noise Limitations:

Equipment and trucks may not be started or operated outside of the Work hours above unless authorized at the sole discretion of the Project Engineer. All other areas of Work noise restriction will be strictly enforced.

SP-5. Water and Water Meters

The Owner shall furnish water for sewer cleaning at no cost to the Contractor. Water shall be obtained from hydrants designated by the Village of Northbrook Director of Public Works or his designee and only through a meter obtained from the Owner. There is a refundable deposit (up to $900 as determined by Owner) required for each meter. The

meter deposit cost is subject to change.

The Contractor shall keep track of water usage on a daily basis and shall provide water use records to the Director of Public Works at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the Contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by Contractor vehicles or equipment. The Contractor shall ensure that a vacuum break is provided when obtaining water from Owner's hydrants.

SP-6. Sewer Atlases

The Owner shall furnish the Contractor with one (1) copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area.

SP-7. Technical Specifications

The Contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The Contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The Contractor shall provide all necessary labor, tools, materials, equipment and appurtenances to complete the preparatory cleaning, And CCTV inspection to obtain a clear video of the sewer interior.

The Contractor shall provide and maintain all necessary signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements of the agency having jurisdiction over the right-of-way.

7.1 Preparatory Cleaning

7.1.1 General – Provide preparatory cleaning of all sanitary and storm sewers to be inspected via CCTV inspection. Light cleaning shall be completed for all lines. Heavy cleaning shall be completed only as directed and approved by the Director of Public Works or his designee.

7.1.2 Equipment – Provide equipment specifically designed for sewer cleaning as specified herein. Provide High-Velocity Jet (Hydrocleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. Provide equipment capable of producing 2,000 psi at 65 gallons per minute (gpm) for light cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning. Provide a root cutter as needed for root removal for pipe sizes from 6 inches through 48 inches in diameter.

It is not anticipated that the heavy cleaning will be generally required. Should Contractor determine that a section of sewer requires cleaning beyond that described in the Specifications, Owner may at its sole discretion choose to undertake such cleaning itself or defer or eliminate televising of said section from the Work.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or cleaning. Damage to sewers, equipment or appurtenances are the responsibility of the Contractor and are incidental to the contract.

7.1.3 Execution

Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Director of Public Works or his designee. Perform a cleaning with high-velocity jet consisting of up to three passes or flushes of the

entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second, and utilize a maximum pressure of 1200 pounds per square inch (psi). Remove roots as needed to allow for unobstructed passage of the televising equipment. Light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

The Contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The Contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Owner.

Heavy Cleaning –The Contractor shall perform additional cleaning (heavy cleaning), only as directed by the Director of Public Works or his designee when the initial three passes of the jetting equipment are not effective. Heavy cleaning can include, but not be limited to, additional passes or flushes of the entire sewer section with the high-velocity jet, power rodding, or bucket equipment.

7.1.4 Disposal of Material – The Contractor shall remove all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. The Contractor shall not allow material cleaned from one manhole section to pass into another manhole section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each work day and disposed of by the Contractor in a manner acceptable to the Director of Public Works or his designee. Storage of material on site or within the sewer system is not allowed.

7.1.5 Deliverables – The Contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to the Owner at the end of each work week.

SP-8. **Closed-Circuit Television (CCTV) Inspection**

8.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works or his designee.

8.2 Equipment – The Contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
c. Auxiliary lighting for sewers larger than 12-inch diameter.
d. Operable in 100 percent humidity conditions.
e. A 360 degree radial by 270 degree pan-and-tilt viewing field.
f. Remote or manually operated.
g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
h. Able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.

The Contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free

from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The Contractor shall record inspections electronically and create SSHDs directly from digital content without an intermediate analog conversion.

The Contractor shall utilize PipeTech or Visual Pipe software to complete the CCTV inspections and prepare SSHDs and inspection logs.

8.3 Execution

a. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes, panning as needed to sees all areas of the sewer and manholes.
b. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
c. Conduct the inspections with the flow of sewage from upstream to downstream manhole ("forward setup"). "Reverse setups" (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g. upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
d. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole.
e. Provide verbal commentary of the sewer inspection for the entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer is being televised.
f. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer's condition.
g. Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.
h. Stop televising if camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Director of Public Works or his designee.
i. The Contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

8.4 Deliverables – The Contractor shall provide 2 copies each of Solid State Hard Drives (SSHDs) and computer generated inspection logs of each individual inspection. In addition, the Contractor shall provide to the Owner a field mark-up of any clarifications to the sewer system configuration as shown on the Owner's atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc.

Televising and Manhole Inspections will be performed in accord with the Pipeline Assessment & Certification Program ("***PACP***") and the Manhole Assessment and Certification Program ("***MACP***") Level 1 criteria established by the National Association of Sewer Service Companies ("***NASSCO***") and that reports submitted by the Contractor will be in conformance with Exhibits 1 and 2, which are attached hereto.

The written logs shall be completed in the field and shall contain the following information (at a minimum):

a. Owner Name
b. Project Name
c. Location of sewer line including street name and nearest address to upstream manhole

and if the service is capped;

d. Inspector's name;
e. Date;
f. Upstream and Downstream Manhole IDs;
g. Direction of flow;
h. Direction of inspection;
i. Depth from rim to invert at the upstream and downstream ends of the sewer;
j. Pipe size, type/material, joint spacing, and total length;
k. Surface weather conditions;
l. Photographs of specific severe defects and a representative sample of overall pipe condition;
m. Manhole construction material; and
n. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.

The written logs should be bound into white "D-ring" type presentation binders with tab inserts to separate each of the inspection reports. The title of the project shall be placed in the front cover of the binder and include the Owner's name, project title, Contractor name, and date. A Table of Contents should be present and contain at a minimum: Page Number, Street Name, MH Start, MH Stop, Size, Length, SSHD ID Number.

The SSHDs shall be professionally labeled, showing the Owner's name, the project title and a unique SSHD number. Each inspection recording shall begin with a verbal explanation of the current date, project name, and Owner; followed by the general location, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. The footage counter and manhole segment shall appear throughout the entire video recording. The audio track, video, and inspection log shall all match. Provide an audio track describing all information documented in the inspection log.

Storm sewers and sanitary sewers shall be recorded on separate SSHDs.

SP-9. **Scheduling of Work**

The Contractor must complete the work by April 30, 2017. All final deliverables shall be provided to the Owner no later than April 30, 2017. The Contractor shall arrange and schedule work so as to minimize the disruption of traffic and access to property.

SP-10. **Measurement of Payment**

CCTV Inspection of all Sanitary and storm Sewers – This item includes the CCTV inspection of storm sewers ranging in size from 8 to 72 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, SSHD's and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The Contractor will not be paid for redundant or overlapping CCTV inspections.

SP-11. **Permits**

The Contractor is responsible for obtaining all permits needed for CCTV inspection, and Alternates 1, 2, and 3 within Owner, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

PART 3. - FORFEITURE

The OWNERS retain the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal or neglect of the CONTRACTOR to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the CONTRACTOR to proceed with the work in accordance with the requirements and conditions of the specifications. Should the CONTRACTOR fail to meet the specifications and deadlines set forth, OWNERS reserves the right to notify CONTRACTOR in writing within 15 days that their services are not in compliance and termination of services has been initiated. A penalty of $100.00 per day will be assessed and deducted from payment until which time the work is completed according to the specifications or CONTRACTOR terminates services with the Village of Northbrook.

Issuance of the notice by the OWNER shall be indication of the intentions of the OWNER to take the work out of the control of the CONTRACTOR and to re-let the work to other contractors. The cost of completing all the work and all expenses incurred by the OWNER in completing the contract shall be charged to the CONTRACTOR and shall be deducted and paid by the OWNER out of such monies as may be due or may become due to said CONTRACTOR. Any deficiencies of monies required to complete the contract by others shall be paid to the OWNER by the CONTRACTOR forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the OWNER to declare the contract in default, such default shall in no case relieve the CONTRACTOR or its bondsman of any of the conditions of the contract.

American Underground Inc. 246 Marquardt Drive * Wheeling, Illinois 60090
Ph 1-847-724-3503 * Fax 1-847-724-3508

Preparation Cleaning & Television Inspection
References For Similar Work Recently Performed

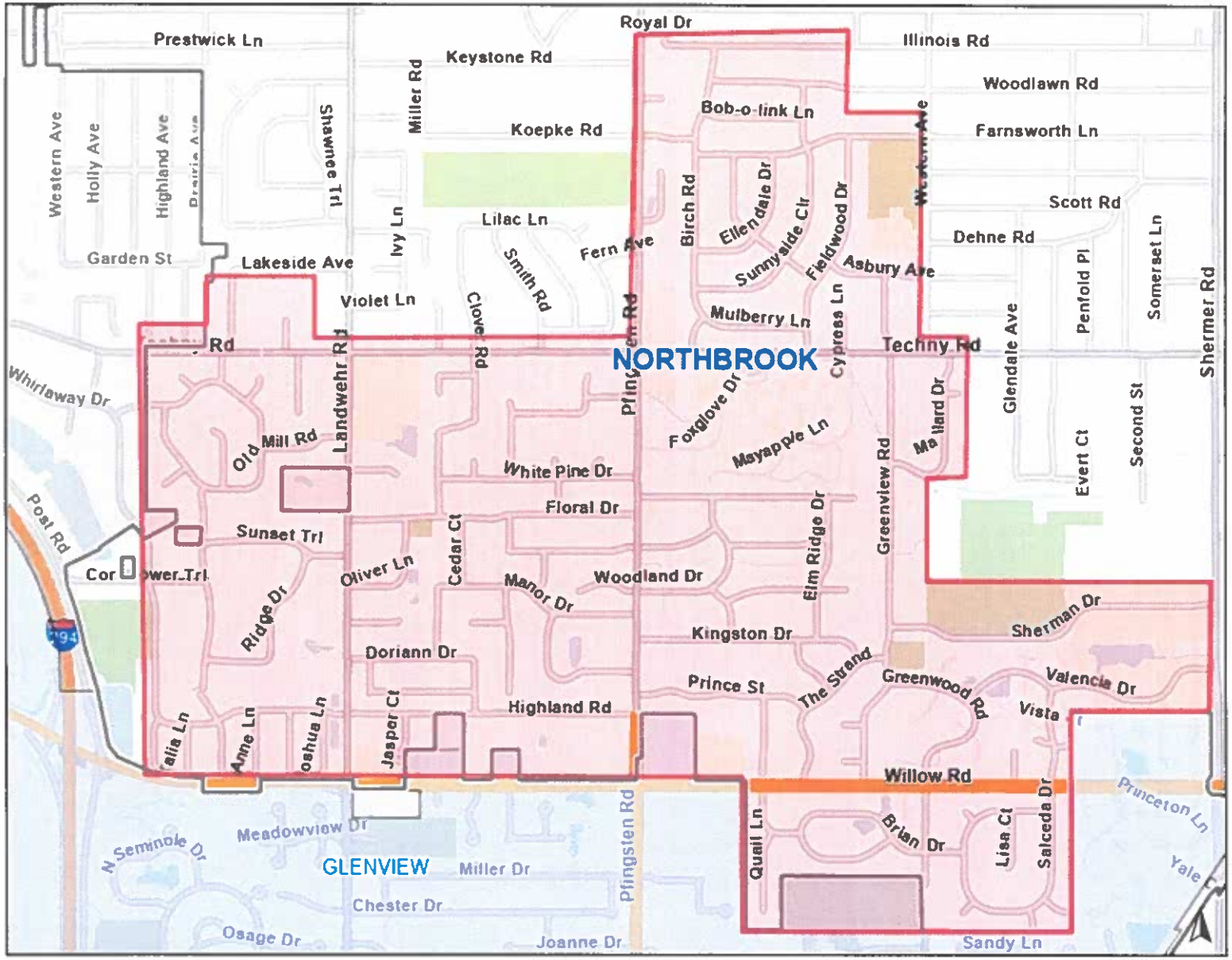
Clients Name	Type Of Work	Contact Name	Phone Number
1. Village of Glenview	Cleaning & Televising	Keith Shrake	847-724-1700
2. Village of Wilmette	Cleaning & Televising	Daniel Novy	847-853-7589
3. Village Of Winnetka	Cleaning & Televising	James Bernahl	847-716-3261

If additional information is required please contact me through my office daily at (847) 724-3503.

Thank you.

David Kerber, Vice-President
American Underground Inc.

GISConsortium 2024 Televising and Cleaning Overview



Legend

0 2000 4000 ft

Print Date: 2/20/2024

Notes

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

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2024-05-14
Subject: A Resolution to Approve a Fiscal Year 2024 Contribution in the Amount of $60,402 to the Northbrook Chamber of Commerce

Overview
The Village is a member of the Northbrook Chamber of Commerce and has historically contributed approximately 10% of its annual collected hotel tax revenues to the organization. This contribution will be charged to the Fiscal Year 2024 budget.

Fiscal Impact
FY24 expenditure of $60,402 charged to GL account #11-6300-584 (Development & Planning contributions).

Recommendation
Approval.

Background
The Village has historically contributed approximately ten percent of its hotel tax revenues to the Northbrook Chamber of Commerce in support of the business community. The calculation is based on prior year revenue, thus, the contribution amount per the Resolution included herein for approval will be charged to the Fiscal Year 2024 budget and has been calculated using FY23 hotel tax collections.

A Resolution to Approve a Fiscal Year 2024 Contribution in the Amount of $60,402 to the Northbrook Chamber of Commerce.docx

Resolution 2024-

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 Approve a Fiscal Year 2024 Contribution in the Amount of $60,402 to the Northbrook Chamber of Commerce

is hereby adopted as follows:

Section 1. RECITALS,

The Village of Northbrook ("*Village*") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970. The President and Board of Trustees are committed to the success and well-being of Northbrook businesses. The Village is and has been a member of the Northbrook Chamber of Commerce, which serves and hosts various events throughout the year for the Northbrook business community.

The Village has appropriated funding for Fiscal Year 2024 within the Development & Planning Services operating budget for an annual contribution approximating ten percent of collected hotel tax revenue to the Northbrook Chamber of Commerce.

The President and Board of Trustees have considered the annual contribution and determined that it is in the best interest of the Village and the Northbrook business community to assist funding the Northbrook Chamber of Commerce.

Section 2. APPROVAL OF ANNUAL CONTRIBUTION.

The annual contribution is hereby approved in the amount of $60,402 for Fiscal Year 2024.

Section 3. AUTHORIZATION.

The Village CFO/Treasurer is hereby authorized to remit payment to the Northbrook Chamber of Commerce in the amount indicated herein.

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Jonathan Mendel
Date: 2024-05-14
Subject: A Resolution Approving a Transferee's Assumption of Subdivision and Development Agreement for Gateway Northbrook Development 1179-1275 Shermer Road

Overview
The Transferee Assumption of Subdivision and Development Agreement is a standard requirement when a development property is acquired by new ownership. At this time the purchaser of the development is requesting approval of the transfer.

Fiscal Impact
N/A.

Recommendation
Approval.

Background
On May 14, 2024, the Board of Trustees will consider a Resolution approving a transfer of the original Subdivision and Development Agreement for the Gateway Townhomes development located at 1179-1275 Shermer Road (the "Subject Property") to BRMK Gateway Northbrook, LLC (the "Owner") the current owner of the Subject Property. The original agreement was approved by the Village of Northbrook on May 23, 2017 and recorded on April 6, 2018. Following the recording, development began on the Subject Property and in 2023 the Subject Property was transferred to the new Owner.

The Owner has continued to construct the originally approved plan as outlined in the Subdivision and Development Agreement. Over the past several months staff has worked with the Owner to ensure development continues to move forward while working out the transferring of the original approval. The Village Engineer has reviewed the requested transfer as well and has included a memo attached to this report noting that the proposed transfer is appropriate for work to continue on the Subject Property and is aware that some of the improvements have already been completed.

A Resolution Approving Transferee Assumption of Subdivision Agrmnt 1179-1275 Shermer.pdf
Exhibit A - Formal Application Submittal.pdf
Exhibit B - Memo from Village Engineer.pdf

Exhibit C - Original Gateway Subdivision & Development Agr Recorded.pdf

RESOLUTION NO. 24-R-

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

A Resolution Approving a Transferee's Assumption of Subdivision and Development Agreement for Gateway Northbrook Development [1179-1275 Shermer Road]

is hereby adopted, as follows:

Section 1. Recitals.

BRMK Gateway Northbrook, LLC is the owner ("***Owner***") of the property commonly known as 1179-1275 Shermer Road situated in Cook County, Illinois ("***Property***"). The Property has been partially developed with a 68-unit townhome development commonly known as "Gateway Northbrook" ("***Development***"). Owner obtained title to the Property by means of a Deed in Lieu of Foreclosure from Gateway Northbrook Owner, LLC ("***GNO***"). GNO was a party to a certain Subdivision and Development Agreement with the Village dated May 23, 2017, and recorded in the Office of the Cook County Recorder on April 6, 2018, as Document No. 1809629034 in connection with the development of the Property (as may be amended from time to time, the "***Subdivision Agreement***");

In order to assume and maintain building permits previously issued and obtain additional building permits to complete the construction of the Development on the Property, the Village requires that Owner agree to comply with all the terms, requirements and obligations set forth in the Subdivision Agreement. The Owner and the Village desire to enter into an agreement to memorialize those obligations that remain outstanding as well as certain revisions to the Subdivision Agreement that the Parties agree are necessary to allow for the completion of the Development ("***Transferee's Assumption Agreement***").

Section 2. Approval of Transferee's Assumption Agreement.

The Transferee's Assumption Agreement by and between the Village, the Developer and the Owner shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A***.

Section 3. Execution of Transferee's Assumption Agreement.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Transferee's Assumption Agreement upon receipt of at least three copies fully executed by the Owner; provided, however, that if such executed copies of the Transferee's Assumption Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Recordation of Transferee's Assumption Agreement.

The Village Manager is hereby directed to record the Transferee's Assumption Agreement with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

Section 5. EFFECTIVE DATE.

The approval of this Resolution shall be effective following approval by the corporate authorities in the manner required by law.

PASSED: This _____ day of _____, 2024

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

TRANSFEREE ASSUMPTION AGREEMENT

TRANSFEREE'S ASSUMPTION AND AMENDMENT OF SUBDIVISION AND DEVELOPMENT AGREEMENT
(GATEWAY NORTHBROOK – 1179-1275 SHERMER ROAD)

THIS ASSUMPTION AND AMENDMENT OF SUBDIVISION AND DEVELOPMENT AGREEMENT (this ("Agreement") , made as of this__ day of____ , 2024, by and between **BRMK GATEWAY NORTHBROOK LLC,** a Washington limited liability company ("***Owner***") and the Village of Northbrook, Illinois, an Illinois home rule municipal corporation ("***Village***").

WITNESSETH:

WHEREAS, Owner is the owner of the property commonly known as 1183-1291 Shermer Road, Northbrook situated in Cook County, Illinois and legally described in ***Exhibit A*** attached hereto and by this reference incorporated herein and made a part hereof ("***Property***"); and

WHEREAS, the Property has been partially developed with a 68-unit townhome development commonly known as "Gateway Northbrook" ("***Development***"); and

WHEREAS, Owner obtained title to the Property by means of a Deed in Lieu of Foreclosure from Gateway Northbrook Owner, LLC ("***GNO***"); and

WHEREAS, GNO was a party to a certain Subdivision and Development Agreement with the Village dated May 23, 2017, and recorded in the Office of the Cook County Recorder on April 6, 2018, as Document No. 1809629034 in connection with the development of the Property (as may be amended from time to time, the "***Subdivision Agreement***"); and

WHEREAS, in order to assume and maintain building permits previously issued and obtain additional building permits to complete the construction of the Development on the Property, the Village requires that Owner agree to comply with all the terms, requirements and obligations set forth in the Subdivision Agreement and the Subdivision Code; and

WHEREAS, the Owner and the Village desire to memorialize those obligations in the Subdivision Agreement that remain outstanding as well as certain revisions to the Subdivision Agreement that the Parties agree are necessary to allow for the completion of the Development; and

NOW, THEREFORE, in consideration of the agreement of the Village to accept the assumption of obligations as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the Village and the Owner as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference. Capitalized terms used in this Agreement and not defined herein shall have the meanings assigned to such terms in the Subdivision Agreement.

2. **Assumption of Obligations.** Owner, on its behalf and on behalf of its successors, and assigns, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Subdivision Agreement that remain outstanding as of the date

of this Agreement, including all exhibits and attachments thereto except to the extent that those obligations are modified, released, or replaced by this Agreement.

3. **Assurances of Financial Ability.** Contemporaneously with the Village's execution of this Agreement, the Owner shall provide the Village Manager a Guarantee in the form of either (i) a cash deposit in the amount of $67,944.00 and a Letter of Credit in the amount of $611,494.06 or (ii) a cash deposit in the full amount of $679,438.06 (collectively, the "***Replacement Security***"). The Village Engineer has determined that the Replacement Security substantially complies with the requirements of Section 12.A of the Subdivision Agreement and the corresponding provisions of the Subdivision Code.

Upon execution of this Agreement by the Village and deposit with the Village Manager of the Replacement Security, the Village shall surrender the original performance security to GNO or as may otherwise be legally directed. In addition, and not in limitation of the foregoing, the Owner shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as may be required by the Subdivision Agreement.

4. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Subdivision Agreement or the Subdivision Code the Owner shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all reasonable legal, engineering and other consulting or administrative fees, costs and expenses incurred by the Village in connection with the negotiation, preparation, consideration and review of this Agreement.

5. **Acknowledgment and Release of Transferor**. The Village hereby acknowledges its agreement to the Owner's assumption of the obligation to comply with the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, and the Village hereby releases GNO from any personal liability for failure to comply with the terms, requirements and obligations of the Subdivision Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ATTEST:

VILLAGE OF NORTHBROOK

_____
Village Clerk

ATTEST:

By: _____
Village President

By: _____

OWNER

BRMK GATEWAY NORTHBROOK LLC,
a Washington limited liability company

By: BRMK Management, Corp.,
a Delaware corporation, its Manager

By: _____
Name: Adam Zausmer
Title: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:
LOTS 9 THROUGH 46, LOT 49, LOTS 52 THROUGH 58, AND LOT 69 IN THE FINAL PLAT OF GATEWAY, BEING A RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT WAS THEREOF RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629036.

PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE GATEWAY TOWN HOME ASSOCIATION WAS RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER 1931913113 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DECLARANT.

Commonly known as 1183-1291 Shermer Road, Northbrook

P.I.N.s: 04-10-320-009-0000 through 04-10-320-046-0000
04-10-320-049-0000
04-10-320-052-0000 through 04-10-320-058-0000
04-10-320-069-0000

Village of
Northbrook

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, the matter must first be reviewed as a preliminary application by the Village Board of Trustees. If the Board has not yet reviewed your preliminary application, please contact the Department of Development & Planning Services to learn what is required. The following materials are the minimum required for the processing of a formal application by the Village of Northbrook's Plan Commission and Board of Trustees. A public hearing or public meeting for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. If you have questions regarding the completion of this application please contact the Development & Planning Services Department at 847-664-4050.

Applications for zoning relief from the Zoning Board of Appeals must use a different application form.

The initial submittal MUST contain:

- ❑ **8 collated copies of complete sets** of all application materials, including the application form, required attachments, and folded full size plat/plan sheets
- ❑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions).**

Applicant Information

Legal Name BRMK Gateway Northbrook LLC, a Washington limited liability company

Company

Address 1420 5th Avenue, Suite 2000

City, State, Zip Seattle, WA 98101

Phone No. 206-806-8655

Email sjenkins@broadmark.com

Primary Contact Person

Name Stephanie Jenkins

Company same

Address

City, State, Zip

Phone No.

Email

Consultants *(as applicable)*

Attorney

Name

Company

Address

City, State, Zip

Phone No.

Email

Architect/Planner

Name

Company

Address

City, State, Zip

Phone No.

Email

Civil Engineer

Name

Company

Address

City, State, Zip

Phone No.

Email

Other

Name

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: 1251.1255,1257,1261,1265, 1269 Gateway Court; 1221, 1225, 1229, 1235, 1239 Shermer Rd.; 1191,1193,1195, 1201,1205, 1209, 1215, 1219 Shermer Rd.

Property Index Numbers: See Exhibit A

Size of Property: _____ (square feet/acres)

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

Comprehensive Plan Land Use Designation[1]: _____

Current Zoning: _____

Current Use of the Property: _____

Is any portion of the property within the 100-year floodplain?[1] Yes: _____ No: _____

Requested Action(s) *(check all that are applicable)*

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☐ Special Permit for _____
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit Ord. No. _____
- ☐ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☐ Zoning Variation (in conjunction with other relief) for _____
- ☐ Planned Development - Concept Plan
- ☐ Planned Development - Final Plan
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☒ Other Transfer of Development Agreement

☐ **Plat of Survey & Parcel Legal Description(s)**

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☐ **Conformity with Comprehensive Plan**

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☐ **Surrounding Property Owners Addresses**

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page10 of this document for instructions on how to obtain the addresses.

[1] As found on the Village website www.northbrook.il.us/Government/Departments/Planning/GIS/index.php

Site Ownership and Control

Current Property Owner Information

Legal Name: BRMK Gateway Northbrook LLC

Primary Contact: (see above)

Address

City, State, Zip

Phone No.

Email

Proposed Property Owner Information

Legal Name: Same

Primary Contact:

Address

City, State, Zip

Phone No.

Email

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- ☒ Deed
- ☒ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☒ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☐ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☐ Owner (see the previous box)
- ☐ Real Estate Contract
- ☐ Lease
- ☐ Other

☐ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☐ Special Permit Worksheet
- ☐ Site Plan Approval Worksheet
- ☐ Zoning Code Text Amendment Worksheet
- ☐ Zoning Variation Worksheet
- ☐ Planned Development Worksheet- Concept Plan
- ☐ Planned Development Worksheet- Final Plan
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☐ Zoning Exception Worksheet
- ☐ Condominium Conversion Worksheet

❑ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$_____ Amount of Non-Refundable Fee

$_____ Amount of Escrow

$_____ Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. $400.00 per hour), public notice expenses, public meetings ($50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code *(potential conflicts of interest)*
On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** ____
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
____ yes ____ no (check one)
If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.

2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.

3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant:_____ **Date**_____
Print Name & Title: _____
Signatures of Property Owner(s): _____ **Date**_____
Print Name & Title: _____ **Property Address**:_____
****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Note: Village review and approval of rezoning, special permit, and subdivision applications may be dependent upon the Applicant first receiving necessary approvals from State and County regulatory agencies such as, but not limited to, the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Metropolitan Water Reclamation District of Greater Chicago, & the Cook County Highway Department.

ATTACHMENT A: Current Property Owner – Beneficial Interest

Please check which of the following describes the current property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **current property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☒ Partnership or LLC	If **current property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater. The sole manager and member is BRMK REO LLC.
❑ Trust	If **current property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **current property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: BRMK REO LLC

Address: 1420 Fifth Ave. , Ste. 2000
Seattle, WA 98101

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT B - Proposed Property Owner – Beneficial Interest

Please check which of the following describes the proposed property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If the **proposed property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
❑ Partnership or LLC	If **proposed property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If **proposed property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **proposed property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

BURKE, WARREN, MACKAY & SERRITELLA, P.C.
SUITE 2100
330 NORTH WABASH AVENUE
CHICAGO, ILLINOIS 60611-3607
TELEPHONE: (312) 840-7000
FACSIMILE: (312) 840-7900

Douglas E. Wambach
Direct Dial Number
(312) 840-7019
dwambach@burkelaw.com

February 1, 2024

Via email and FedEx

Michaela Kohlstedt
Deputy Director
Village of Northbrook
Development and Planning Services
1225 Cedar Lane
Northbrook IL 60062

Dear Ms. Kohlstedt:

On behalf of our client, BRMK Gateway Northbrook LLC, a wholly owned subsidiary of Ready Capital Inc.(the "Developer"), successor in interest to Gateway Northbrook Owner, LLC ("original Developer"), we respectfully request a transfer of the Subdivision and Development Agreement (the "Agreement") dated May 23, 2017, and a modification of the Performance Guarantee required by the Agreement to include only those Improvements (as defined in the Agreement) which remain to be completed, the cost of which is approximately $610,000.

Sections 5 and 12 of the Agreement require certain onsite and offsite Improvements to be constructed by the Developer and requires the Developer guarantee that work. The guarantee is required to be secured by cash and/or letter of credit.

It is our understanding that the original Developer met the original guarantee requirement under the Agreement with a bank-issued letter of credit and that letter of credit was still in good standing with the Village as recently as early 2023, before BRMK Gateway Northbrook LLC acquired the asset by deed in lieu of foreclosure.

More than 80% of the Improvements were completed and approved by the Village of Northbrook prior to vertical construction beginning on the site, likely in late 2018 or 2019. Much of this work was supervised by the project's Civil Engineer, Pearson Brown. Attached to this letter is a document developed by Pearson Brown estimating the cost of completion of the Improvements prior to our client taking control of the Development. Under Section 3-504B of the Subdivision Code, reductions of the Performance Guarantee are authorized following completion of (1) drainage, sanitary sewer and water supply systems, (2) cubs, gutter and sidewalks and (3) grading and storm detention. All of such work has been completed and accepted by the Village.

This completed work was covered by the original Letter of Credit (LOC) posted by the original Developer and would have burned off long before our client took over the Project. It is likely no request for a release of the Performance Guarantee with respect to those Improvements was made as a combination of ownership turmoil within the original Developer, and challenges resulting from COVID. In any event, we respectfully request the Village agree to release the completed Improvements from the Performance Guarantee and permit Developer to post a cash Performance Guarantee in connection with the Improvements yet to be completed which we estimate will cost no more than $610,000 as set forth in the attached change order to our construction contract for the Project. As we are proposing a full cash Performance Guarantee for the unfinished Improvements which are all "private improvements", we are requesting that the Village consider allowing Developer to post a Performance Guarantee of $500,000 in cash.

These Improvements have been contracted for and construction and installation has begun, with signoff from various state and local agencies either complete (IDPH) or in the works (irrigation permit). Developer believes this work will be completed in the next several months but in any event no later than September 1, 2024.

We appreciate your patience as we work through rehabilitating the Project and getting it back on track and on the way toward realizing the Village's vision for the neighborhood.

Very truly yours,

Douglas E. Wambach

cc: Brian Wilson
James Stockhausen
Stephanie Jenkins

Attachments:

Pearson Brown Estimate of Completion Spreadsheet
Change order for Sitework approved by Ready Capital, September 2023

PEARSON, BROWN & ASSOCIATES, INC.

GATEWAY
NORTHBROOK, ILLINOIS

JOB #: 1636
DATE: 6/14/23
PLAN DATE: 4/7/17

PRIVATE IMPROVEMENTS - LETTER OF CREDIT REDUCTION WORKSHEET 1

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE (%)	AMOUNT REMAINING
PRIVATE SANITARY SEWER IMPROVEMENTS						
8" PVC SDR 26 SANITARY SEWER	1,471	LF	$ 35.00	$ 51,485.00	100	$ -
48" SANITARY MANHOLE, COMPLETE	10	EA	$ 2,990.00	$ 29,900.00	100	$ -
6" PVC D3034 NEAR SERVICE	49	EA	$ 660.00	$ 32,340.00	100	$ -
6" PVC D3034 FAR SERVICE, INC. GTBF	19	EA	$ 2,130.00	$ 40,470.00	100	$ -
TRENCH BACKFILL (CA-6)	1,124	LF	$ 69.00	$ 77,556.00	100	$ -
	TOTAL PRIVATE SANITARY SEWER IMPROVEMENTS			$ 231,751.00		$ -
PRIVATE STORM SEWER IMPROVEMENTS						
27" RCP CL IV, w/C-443 JOINTS	90	LF	$ 58.00	$ 5,220.00	100	$ -
24" RCP CL IV, w/C-443 JOINTS	77	LF	$ 50.00	$ 3,850.00	100	$ -
21" RCP CL IV, w/C-443 JOINTS	133	LF	$ 44.00	$ 5,852.00	100	$ -
18" RCP CL IV, w/C-443 JOINTS	382	LF	$ 36.00	$ 13,752.00	100	$ -
15" RCP CL IV, w/C-443 JOINTS	378	LF	$ 32.00	$ 12,096.00	100	$ -
12" RCP CL IV, w/C-443 JOINTS	546	LF	$ 28.00	$ 15,288.00	100	$ -
10" SDR 26 D3034 PVC	752	LF	$ 29.00	$ 21,808.00	100	$ -
48" DIAMETER MANHOLE	2	EA	$ 2,190.00	$ 4,380.00	100	$ -
48" DIAMETER MANHOLE w/SUMP	1	EA	$ 2,225.00	$ 2,225.00	100	$ -
24" DIAMETER INLET 6" WALL	10	EA	$ 1,015.00	$ 10,150.00	100	$ -
48" DIAMETER CATCH BASIN	24	EA	$ 2,295.00	$ 55,080.00	100	$ -
OUTLET CONTROL STRUCTURE	1	EA	$ 17,610.00	$ 17,610.00	100	$ -
CATCH BASIN TYPE B	1	EA	$ 8,215.00	$ 8,215.00	100	$ -
6" YARD DRAIN	24	EA	$ 550.00	$ 13,200.00	100	$ -
UNDERDRAIN (BLDG 6 & 12 CURB)	240	LF	$ 24.00	$ 5,760.00	100	$ -
REPLACE OPEN GRATE w/CLOSED GRATE	1	EA	$ 2,540.00	$ 2,540.00	100	$ -
INLET FILTER BASKETS	26	EA	$ 140.00	$ 3,640.00	100	$ -

PEARSON, BROWN & ASSOCIATES, INC.

GATEWAY
NORTHBROOK, ILLINOIS

JOB #: 1636
DATE: 6/14/23
PLAN DATE: 4/7/17

PRIVATE IMPROVEMENTS - LETTER OF CREDIT REDUCTION WORKSHEET 1

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE (%)	AMOUNT REMAINING
INLET FILTERS / STACKED RIP RAP	17	EA	$ 395.00	$ 6,715.00	100	$ -
GRANULAR TRENCH BACKFILL	935	LF	$ 16.00	$ 14,960.00	100	$ -
TOTAL PRIVATE STORM SEWER IMPROVEMENTS				$ 222,341.00		$ -

PEARSON, BROWN & ASSOCIATES, INC.

GATEWAY
NORTHBROOK, ILLINOIS

JOB #: 1636
DATE: 6/14/23
PLAN DATE: 4/7/17

PRIVATE IMPROVEMENTS - LETTER OF CREDIT REDUCTION WORKSHEET 1

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE (%)	AMOUNT REMAINING
PRIVATE STORM TRAP DETENTION SYSTEM						
EXCAVATE FOR STORM TRAP	13,220	CY	$ 18.75	$ 247,875.00	100	$ -
PURCASE & INSTALL STORM TRAP	1	LS	$ 847,025.00	$ 847,025.00	100	$ -
BACKFILL PERIMETER (CA-7)	2,195	CY	$ 55.00	$ 120,725.00	100	$ -
BACKFILL TOP w/EXCAVATED MATERIAL	8,155	CY	$ 7.40	$ 60,347.00	100	$ -
			TOTAL PRIVATE STORM TRAP DETENTION SYSTEM	**$ 1,275,972.00**		**$ -**
PRIVATE PAVING IMPROVEMENTS						
1-1/2" HMA SURFACE COURSE MIX D N-50	5,719	SY	$ 7.00	$ 40,033.00	48	$ 20,817.16
2-1/2" HMA BINDER COURSE MIX IL 19 N-50	5,719	SY	$ 8.00	$ 45,752.00	100	$ -
5" HMA BASE COURSE, N-50	5,719	SY	$ 18.00	$ 102,942.00	100	$ -
SWEEP & TACK (PRIOR TO SURFACE)	1	LS	$ 2,495.05	$ 2,495.05	48	$ 1,297.43
5' SIDEWALK	8,700	SF	$ 5.50	$ 47,850.00	35	$ 31,102.50
ADA HANDICAP INSERTS	250	SF	$ 22.50	$ 5,625.00	100	$ -
5' PAVED HMA PATH (3" HMA SURFACE 5" CA-6 BASE CSE)	280	SY	$ 25.00	$ 7,000.00	10	$ 6,300.00
CURB CUT / AGGREGATE BASE	2,477	LF	$ 4.00	$ 9,908.00	100	$ -
B-6.12 CURB & GUTTER	2,477	LF	$ 28.50	$ 70,594.50	100	$ -
1' CONCRETE GUTTER CURB	300	LF	$ 27.50	$ 8,250.00	90	$ 825.00
BACKFILL CURB	2,777	LF	$ 0.85	$ 2,360.45	100	$ -
			TOTAL PRIVATE PAVING IMPROVEMENTS	**$ 342,810.00**		**$ 60,342.09**
PRIVATE GRADING & EROSION CONTROL						
MOBILIZATION / WINTER CONDITIONS	1	LS	$175,760.00	$ 175,760.00	100	$ -
SILT FENCE	2,200	LF	$2.25	$ 4,950.00	100	$ -
TREE PRESERVATION FENCE	1,060	LF	$4.00	$ 4,240.00	100	$ -
STABILIZED CONSTRUCTION ENTRANCE	1	EA	$5,570.00	$ 5,570.00	100	$ -
TOP SOIL CUT TO STOCKPILE	3,000	CY	$6.00	$ 18,000.00	100	$ -
TOPSOIL CUT TO EXPORT	2,975	CY	$35.00	$ 104,125.00	100	$ -

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 1636
DATE: 6/14/23
PLAN DATE: 4/7/17

GATEWAY
NORTHBROOK, ILLINOIS

PRIVATE IMPROVEMENTS - LETTER OF CREDIT REDUCTION WORKSHEET 1

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE (%)	AMOUNT REMAINING
EXCAVATION CUT TO FILL	4,965	CY	$13.00	$ 64,545.00	100	$ -
UNDERCUTS	1,000	CY	$75.00	$ 75,000.00	100	$ -
6" TOPSOIL RESPREAD	1,150	CY	$12.00	$ 13,800.00	45	$ 7,590.00
CONCRETE WASHOUT INC. MAINTENANCE	1	LS	$1,000.00	$ 1,000.00	45	$ 550.00
		TOTAL PRIVATE GRADING & EROSION CONTROL		$466,990.00		$8,140.00

PEARSON, BROWN & ASSOCIATES, INC.

GATEWAY
NORTHBROOK, ILLINOIS

JOB #: 1636
DATE: 6/14/23
PLAN DATE: 4/7/17

PRIVATE IMPROVEMENTS - LETTER OF CREDIT REDUCTION WORKSHEET 1

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE (%)	AMOUNT REMAINING
PRIVATE STREET LIGHTING						
250 W GE HPS COBRA HEAD POLE w/CON. BASE	2	EA	$5,550.00	$11,100.00	100	$ -
100 W HPS GE TOWN & COUNTRY POLE	11	EA	$2,960.00	$32,560.00	100	$ -
UNDERGROUND	1	LS	$19,970.00	$19,970.00	100	$ -
			TOTAL PRIVATE STREET LIGHTING	$63,630.00		$0.00
PRIVATE LANDSCAPING						
LANDSCAPING, COMPLETE INCLUDING COURTYARD AREA BRICKWORK (PROVIDED BY BREEZY HILL NURSERY)	1	LS	$223,676.26	$223,676.26	35	$ 145,389.57
			TOTAL PRIVATE LANDSCAPING	$223,676.26		$145,389.57
PRIVATE MISCELLANEOUS						
STREET SIGNS	2	EA	$250.00	$500.00	0	$ 500.00
RETAINING WALL, COMPLETE	600	FSF	$27.50	$16,500.00	0	$ 16,500.00
			TOTAL PRIVATE MISCELLANEOUS	$17,000.00		$17,000.00

RECAPITULATION		AMOUNT REMAINING
PRIVATE SANITARY SEWER IMPROVEMENTS	$231,751.00	$0.00
PRIVATE STORM SEWER IMPROVEMENTS	$222,341.00	$0.00
PRIVATE STORM TRAP DETENTION SYSTEM	$1,275,972.00	$0.00
PRIVATE PAVING IMPROVEMENTS	$342,810.00	$60,342.09
PRIVATE GRADING & EROSION CONTROL	$466,990.00	$8,140.00
PRIVATE STREET LIGHTING	$63,630.00	$0.00
PRIVATE LANDSCAPING	$223,676.26	$145,389.57
PRIVATE MISCELLANEOUS	$17,000.00	$17,000.00
TOTAL OPINION OF PROBABLE COST FOR PRIVATE IMPROVEMENTS	$2,844,170.26	$230,871.66

BRMK Gateway Northbrook LLC

SITE DEVELOPMENT BUDGET
REVISED SEPTEMBER 6, 2023

Initial Sitework 6/23 funded with Base Budget Contingency		72695
Site Development Soft Costs		
Architectural, Engineering	4300	
Survey, Staking	4000	
Permits, Inspecitons	1500	
		9800
Hard Costs, Phase One: Install Wahaso System, irrigation and park		
Grading, cut & fill	7,500.00	
Wahaso Install, Irrigation	113,000.00	
Concrete (piers, knee walls)	4,200.00	
Wood (lumber, framing for pergola, Wahaso Shelter	28,552.50	
Landscape & H ardscape, Park	84,975.00	
Plumbing & electrical connection for Wahaso	35,000.00	
		273,227.50
Subtotal Soft Costs and Phase One		283,027.50
General Conditions, Overhead & Profit	$50,411.23	
WDG Management Fee, Controllable Costs	16,981.65	
TOTAL PHASE ONE		350,420.38
Hard Costs, Phase Two: Asphalt and Outlot improvements		
Asphalt, east half of site	62000	
Landscape & Hardscape, Outlot 69	83642	
Excavation & grading	15000	
Subtotal Phase Two		160642
General Conditions, Overhead & Profit	16064.2	
WDG Management Fee, Controllable Costs	9638.52	
TOTAL PHASE TWO		186344.72
GRAND TOTAL, ALL SITEWORK		***609,460.10***

CO

NEWLOOK Est 1985

Project:	Gateway Building 3 & 4
Change order Date:	8/14/23
Change Order Number:	13
Contract Date:	4/4/2023
Contract For:	Building 3&4

Description of Requsted Changes:	Cost of Change
Architecture Fees Park	$ 4,300.00
Asphalt Final Lift, Street behind 3&4 to Shermer.	$ 28,000.00
Plumbing	$ 15,000.00
Electric	$ 2,500.00
Irrigation & Wahaso System	$ 56,500.00
Site Staking	$ 2,000.00
Site Grading and hauling	$ 3,750.00
Piers	$ 2,100.00
Carpentry	$ 2,910.00
Carpentry Lumber	$ 11,366.25
Landscaping and Hardscape Park	$ 42,487.50
Common Area Coralle Cleaning Dumpsters	$ 4,750.00
General Condtions	$ 11,054.24
Overhead and Profit	22583.48
Total Cost of Change	$209,301.47

Cost & Time Analysis

Original Contract Sum	$7,665,856.59
Net Change to Original Contract Sum by Previously authorized Change orders	$117,022.21
Contract Sum Prior to this Change order	$7,812,418.80
Contract sum will be changed by the amount of	$209,301.47
New Contract Sum will be:	$8,021,720.27

BUILDING 3 Date of SUBSTANTIAL COMPLETION for work will be change by:	
to:	December 27, 2023

BUILDING 4 Date of SUBSTANTIAL COMPLETION for work will be change by:	
to:	January 23, 2024

Date of FINAL COMPLETION for work will change by:	N/A See Contract
to:	N/A See Contract

Submitted by Design Builder

Signed:	
Title:	BRMK Representative
Date:	July 28, 2023

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

Period To 11/30/2023
Request # Common Area 2

State of Illinois
County Cook

The affiant Michael P Freiburger being duly sworn, on oath deposes and says that he President

of Newlook Construction LLC

that he is employed by

on the following described premises in said County and State

owner(s) for Gateway Common Draw 02

NAME	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL WORK COMPLETED TO DATE	Net Previously Paid	NET TIER PAYMENT	BALANCE TO COMPLETE	% Complete
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Architecture Fees Park	$4,300.00	4,300.00	4,300.00	$ -	0.00	100.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Asphalt Final Lift	$28,000.00	28,000.00	28,000.00	$ -	0.00	100.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Plumbing	$30,000.00	0.00		$ -	30,000.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Electric	$5,000.00	0.00		$ -	5,000.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Irrigation & Wahaso System	$113,000.00	0.00		$ -	113,000.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Site Staking	$4,000.00	0.00		$ -	4,000.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Site Grading and hauling	$7,500.00	0.00		$ -	7,500.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Piers	$4,200.00	0.00		$ -	4,200.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Carpentry	$5,820.00	0.00		$ -	5,820.00	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Carpentry Lumber	$22,732.50	0.00		$ -	22,732.50	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Landscaping and Hardscape Park	$97,233.07	0.00		$ -	97,233.07	0.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Common Area Coralie Cleaning Dumpsters	$9,500.00	9,500.00	4,700.00	$ 4,800.00	0.00	100.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	General Conditions	$22,103.48	5,527.12	5,527.12	$ -	16,576.36	25.00%
NEWLOOK Construction LLC 607 Ridge Rd Wilmette, IL 60091	Overhead and Profit	$45,109.95	11,291.54	11,291.54	$ -	33,818.41	25.00%
TBD	Contingency	$0.00			$ -	0.00	
TOTAL		$369,501.00	59,618.66	$ 53,818.66	$ 4,800.00	339,942.34	14.71%

AMOUNT OF ORIGINAL CONTRACT	$ 369,501.00	Work completed to date	4,800.00
EXTRAS TO CONTRACT		Less retention	0.00
TOTAL CONTRACT AND EXTRAS	$ 369,501.00	Net amount earned	4,800.00
CREDITS TO CONTRACT	$ -	Net Previously paid	53,818.66
ADJUSTED TOTAL CONTRACT	$ 369,501.00	Net amount of this payment	4,800.00
		Balance to become due	339,942.34

Subscribed and sworn to before me this 30th day of Nov. 23

Signed

Notary Public

Approved for Construction
BWilson, WDG

OFFICIAL SEAL
BRIAN BOCKERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/31/2026

BURKE, WARREN, MACKAY & SERRITELLA, P.C.
SUITE 2100
330 NORTH WABASH AVENUE
CHICAGO, ILLINOIS 60611-3607
TELEPHONE: (312) 840-7000
FACSIMILE: (312) 840-7900

Douglas E. Wambach
Direct Dial Number
(312) 840-7019
dwambach@burkelaw.com

February 9, 2024

Via Email

Michaela Kohlstedt**,** AICP
Deputy Director
Village of Northbrook
Development & Planning Services
1225 Cedar Lane
Northbrook, IL 60062

Dear Ms. Kohlstedt:

In response to the attached memorandum from Jack Bielek, our client BRMK Gateway Northbrook LLC ("BRMK") wishes to amend the request set forth in my letter to you of February 1, 2024. BRMK agrees to provide a cash guarantee of $670,406.11 which equals 110% of the remaining site work improvements required under the Subdivision and Development Agreement. Our request is based on the fact that the remaining improvements have been contracted for as indicated in my previous letter and therefore under Section 3-501B-2 of the Subdivision Code the required guarantee should be 110% as opposed to 125% as suggested by Mr. Bielek.

Thank you in advance for your consideration.

Sincerely,

Douglas E. Wambach

DEW/dh

243

2304122011D

Doc# 2304122011 Fee $69.00

RHSP FEE:$9.00 RPRF FEE: $1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/10/2023 10:05 AM PG: 1 OF 10

2200003809CI

PREPARED BY AND AFTER RECORDING RETURN TO:

Douglas E. Wambach
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Avenue, Suite 2100
Chicago, IL 60611

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

GATEWAY NORTHBROOK OWNER, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the consideration set forth in that certain Deed In Lieu of Foreclosure Agreement dated as of February 8th, 2023 by and among Grantor, Grantee, Adam B. Chez, Melrose State Capital—Jacobs Venture II, LLC, an Illinois limited liability company, and other good and valuable consideration paid in hand to Grantor by BRMK GATEWAY NORTHBROOK LLC, a Washington limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Cook County, Illinois and legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anyway belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Grantor acknowledges that it expressly intended and agreed that the lien and security interest granted by Grantor to Grantee pursuant to that certain Construction Mortgage, Security Agreement

and Fixture Filing made as of February 9, 2021 and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Official Records") on February 17, 2021 as Document No. 2104816026, shall remain in full force and effect and shall not merge with the interest acquired hereunder, but shall remain a separate, distinct and continuing lien and security interest as herein provided.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

[signature page follows]

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 8th day of February 2023.

GRANTOR:

GATEWAY NORTHBROOK OWNER, LLC,
a Delaware limited liability company

By: MSCJC-Gateway, LLC,
an Illinois limited liability company, its Managing Member

By: Melrose State Capital, LLC,
an Illinois limited liability company, its Manger

By: Adam B. Chez
Adam B. Chez, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 2nd day of February 2023, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adam B. Chez, the Manager of Melrose State Capital, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Anita Diann Moore
Notary Public
(Seal)
My Commission Expires: 4-30, 2026

ANITA DIANN MOORE
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 20, 2026

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 9 THROUGH 46, LOT 49, LOTS 52 THROUGH 58, AND LOT 69 IN THE FINAL PLAT OF GATEWAY, BEING A RESUBDIVISION OF THAT PART OF THE WEST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT WAS THEREOF RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629036.

PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE GATEWAY TOWNHOME ASSOCIATION WAS RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER 1931913113 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DECLARANT.

PINs: 04-10-320-009-0000 THROUGH 04-10-320-046-0000, 04-10-320-049-0000, 04-10-320-052-0000 THROUGH 04-10-320-058-0000, 04-10-320-069-0000

Commonly known as: 1183-1291 Shermer Road, Northbrook, IL 60022

REAL ESTATE TRANSFER TAX 10-Feb-2023

COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

04-10-320-009-0000 | 20230101639574 | 0-411-432-784

EXHIBIT B

PERMITTED EXCEPTIONS

1. GENERAL TAXES FOR THE YEAR 2022 AND SUBSEQUENT YEARS ARE NOT YET DUE OR PAYABLE.

2. CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING MADE AS OF FEBRUARY 9, 2021 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "OFFICIAL RECORDS") ON FEBRUARY 17, 2021 AS DOCUMENT NO. 2104816026

3. EASEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NUMBER LR 1156155 IN, UPON, UNDER AND ALONG THE SOUTH SIDE OF THE PUBLIC HIGHWAY KNOWN AS SHERMER AVENUE WHICH EXTENDS ALONG THE NORTH SIDE OF THE AFORESAID LAND.

4. CONDITIONS AND PROVISIONS CONTAINED BY GRANT MADE BY WILLIAM C. BORCHARDT AND LILLE BORCHARDT, HUSBAND AND WIFE TO PUBLIC SERVICE CO. OF NORTHERN ILLINOIS DATED APRIL 15, 1947 AND RECORDED APRIL 26, 1947 AS DOCUMENT NUMBER 14021052 FOR THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6-INCH GAS MAIN AND NECESSARY APPURTENANCE IN, UPON AND UNDER AND ALONG THE SAID OF THE PUBLIC HIGHWAY KNOWN AS SHERMER AVE WHICH EXTENDS SOUTH ALONG THE NORTH SIDE OF THE LAND.

5. EASEMENT FOR PUBLIC SIDEWALK ON THE NORTHWESTERLY LINE AS SHOWN ON PLAT OF ORSCHEL'S RESUBDIVISION RECORDED MAY 26, 1977 AS DOCUMENT NUMBER 23944215.

6. 15-FOOT EASEMENT FOR STORM SEWER ON THE SOUTHEASTERLY LINE AS SHOWN ON PLAT OF ORSCHEL'S RESUBDIVISION RECORDED MAY 26, 1977 AS DOCUMENT NUMBER 23944215.

7. GRANT IN FAVOR OF THE PUBLIC SERVICE CO. OF NORTHERN ILLINOIS DATED MARCH 21, 1947 AND FILED MARCH 29, 1947 AS DOCUMENT NUMBER LR1142094 AS DISCLOSED BY CERTIFICATE OF TITLE RECORDED DECEMBER 4, 1992 AS DOCUMENT NUMBER 92911772 FOR THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6-INCH GAS MAIN AND NECESSARY APPURTENANCES IN, UPON AND UNDER AND ALONG THE SIDE OF THE

PUBLIC HIGHWAY KNOWN AS SHERMER AVE WHICH EXTENDS SOUTH ALONG THE NORTH SIDE OF THE LAND.

8. COVENANT DATED AUGUST 10, 1976 MADE AMONG DONN D.B. CHUNG; HOWARD T. BLOCK AND MICHAEL R. CAMINO (HEREINAFTER REFERRED TO AS THE "OWNER") AND THE VILLAGE OF NORTHBROOK, ILLINOIS RECORDED MAY 31, 1977 AS DOCUMENT NUMBER 23947057.

9. GRANT FILED APRIL 5, 1947 AS DOCUMENT NUMBER LR1144670 REGARDING THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6 INCH GAS MAIN UPON, UNDER AND ALONG THE SOUTH SIDE OF SHERMER AVENUE WHICH EXTENDS ALONG THE NORTH SIDE OF THE PREMISES.

10. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE RECORDED SEPTEMBER 14, 2005 AS DOCUMENT NUMBER 0525750066 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND ROBERT MISENER.

11. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE RECORDED AS DOCUMENT NUMBER 09094083 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND LARRY GROSSMAN.

12. COVENANTS AND RESTRICTIONS BUT OMITTING ANY COVENANT OR RESTRICTION, IF ANY, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, CONTAINED IN DOCUMENT RECORDED ON AUGUST 17, 1982 AS DOCUMENT NUMBER 26323365.

13. COVENANTS AND RESTRICTIONS BUT OMITTING ANY COVENANT OR RESTRICTION, IF ANY, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, CONTAINED IN DOCUMENT RECORDED ON MARCH 11, 1988 AS DOCUMENT NUMBER 88104292.

14. EASEMENT IN FAVOR OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED MARCH 18, 1947 AS DOCUMENT NUMBER T1141436.

15. EASEMENT IN FAVOR OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED MARCH 18, 1947 AS DOCUMENT NUMBER T1140680.

16. SUBDIVISION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND GATEWAY NORTHBROOK OWNER, LLC, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629034, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

17. TRANSFEREE'S UNCONDITIONAL AGREEMENT AND CONSENT TO ASSUME DEVELOPMENT OBLIGATIONS FOR GATEWAY TOWNHOMES WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629035, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

18. ORDINANCE NUMBER 2016-28, AN ORDINANCE GRANTING SPECIAL PERMIT FOR RESIDENTIAL PLANNED DEVELOPMENT IN THE VGRC DISTRICT, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629037, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

19. ORDINANCE NUMBER 2017-19, AN ORDINANCE GRANTING FINAL PLAN APPROVAL, A PARKING MODIFICATION, AND A PARKING VARIATION, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629038, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

20. AN AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND GATEWAY NORTHBROOK OWNER, LLC FOR ENFORCEMENT OF FIRE LANES DATED AS OF OCTOBER 9, 2008 AND RECORDED OCTOBER 4, 2019 AS DOCUMENT NUMBER 1927745062 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION, AND GATEWAY NORTHBROOK OWNER, LLC, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

21. DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE GATEWAY TOWNHOME ASSOCIATION WAS RECORDED NOVEMBER 15, 2019 AS DOCUMENT

NUMBER 1931913113 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DECLARANT, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

22. EASEMENTS FOR PRIVATE SANITARY SEWER, PRIVATE STORM SEWER, PUBLIC AND EMERGENCY ACCESS, PRIVATE UTILITY & DRAINAGE EASEMENT; STORMWATER DETENTION AREA, RESTRICTIVE COVENANTS AND EASEMENT PROVISIONS AS SHOWN ON THE FINAL PLAT OF GATEWAY RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629036.

EXEMPT UNDER SECTION 31-45, PARAGRAPH (l) OF THE REAL ESTATE TRANSFER TAX ACT 35 ILCS 200/31, et. seq.

February 8, 2023
Date

Douglas E. Wambach
Grantor's Representative

STATEMENT BY GRANTOR AND GRANTEE

The grantor or agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: February 8, 2023

Grantor or Agent

Subscribed and Sworn to before me
this 2nd day of February, 2023

(Notary Public)

OFFICIAL SEAL
HANNAH E NICKELSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/27/2026

The grantee or agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: February 8, 2023

Grantee or Agent

Subscribed and Sworn to before me
this 8th day of February, 2023

(Notary Public)

OFFICIAL SEAL
HANNAH E NICKELSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/27/2026

NOTE:
ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE IDENTITY OF A GRANTEE SHALL BE GUILTY OF A CLASS C MISDEMEANOR FOR THE FIRST OFFENSE AND OF A CLASS A MISDEMEANOR FOR SUBSEQUENT OFFENSES

ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
(800) 261-9800
Agent ID: 13E013
Prepared by: George Kintz

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

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4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. **DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

   a. "Affiliate": An Entity:
      i. that is wholly owned by the Insured;
      ii. that wholly owns the Insured; or
      iii. if that Entity and the Insured are both wholly owned by the same person or entity.
   b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
   c. "Date of Policy": The Date of Policy stated in Schedule A.
   d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
      i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
      ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
      iii. asserts a right to enforce a PACA-PSA Trust.
   f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
   g. "Insured":
      i. (a). The Insured named in Item 1 of Schedule A;
         (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
         (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
         (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
         (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
            (1). an Affiliate;
            (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
            (3). a spouse who receives the Title because of a dissolution of marriage;
            (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
            (5). another Insured named in Item 1 of Schedule A.
      ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
   h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
   i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
   k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
   m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
   p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the

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delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

   When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

   i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
   ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

   If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

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b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

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b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

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17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, TX 77252-2029.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is $2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than $2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d:

Issuing Agent:	Stewart Title Guaranty Company
Issuing Office:	10 South Riverside Plaza, Suite 1450, Chicago , IL 60606
Issuing Office's ALTA® Registry ID:	
Issuing Office File Number:	22000032099
Property Address:	1183 - 1291 Shermer Road, Northbrook, IL 60022

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252-2029

Policy No.: O-9010-000027263

Amount of Insurance: $18,309,243.57 **Premium:** $18,310.00

Date of Policy: February 10, 2023 at 10:05 AM

1. **The Insured is:**

   BRMK Gateway Northbrook LLC, a Washington limited liability company

2. **The estate or interest in the Land insured by this policy is:**

   Fee Simple

3. **The Title is vested in:**

   BRMK Gateway Northbrook LLC, a Washington limited liability company

4. **The Land is described as follows:**

   SEE EXHIBIT "A" ATTACHED HERETO

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ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 9 THROUGH 46, LOT 49, LOTS 52 THROUGH 58, AND LOT 69 IN THE FINAL PLAT OF GATEWAY, BEING A RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RNAGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT WAS THEREOF RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629036.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDIGTIONS, RESTRICTIONS AND EASEMENTS FOR THE GATEWAY TOWNHOME ASSOCIATION WAS RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER 1931913113 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIAIBLITY COMPANY, DECLARANT.

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ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 22000032099 **Policy Number: O-9010-000027263**

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. INTENTIONALLY DELETED (2-3-23/GK)

2. INTENTIONALLY DELETED (2-3-23/GK)

3. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2022, 2023 AND SUBSEQUENT YEARS.

   PERMANENT INDEX NUMBERS:

   04-10-320-009-0000 THROUGH 04-10-320-046-0000, 04-10-320-049-0000, 04-10-320-052-0000 THROUGH 04-10-320-058-0000, 04-10-320-069-0000

4. CONSTRUCTION MORTGAGE, SECURITY AGREEMNT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS DATED FEBRUARY 9, 2021 AND RECORDED FEBRUARY 17, 2021 AS DOCUMENT NUMBER 2104816026 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BRMK LENDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF $32,753,721.00.

5. EASEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NUMBER LR 1156155 IN, UPON, UNDER AND ALONG THE SOUTH SIDE OF THE PUBLIC HIGHWAY KNOWN AS SHERMER AVENUE WHICH EXTENDS ALONG THE NORTH SIDE OF THE AFORESAID LAND.

   (FOR FURTHER PARTICULARS, SEE RECORD)

6. CONDITIONS AND PROVISIONS CONTAINED BY GRANT MADE BY WILLIAM C. BORCHARDT AND LILLE BORCHARDT, HUSBAND AND WIFE TO PUBLIC SERVICE CO. OF NORTHERN ILLINOIS DATED APRIL 15, 1947 AND RECORDED APRIL 26, 1947 AS DOCUMENT NUMBER 14021052 FOR THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6-INCH GAS MAIN AND NECESSARY APPURTENANCE IN, UPON AND UNDER AND ALONG THE SAID OF THE PUBLIC HIGHWAY KNOWN AS SHERMER AVE WHICH EXTENDS SOUTH ALONG THE NORTH SIDE OF THE LAND.

   (FOR FURTHER PARTICULARS, SEE RECORD)

   (AFFECTS THE UNDERLYING LAND)

7. EASEMENT FOR PUBLIC SIDEWALK ON THE NORTHWESTERLY LINE AS SHOWN ON PLAT OF

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ORSCHEL'S RESUBDIVISION RECORDED MAY 26, 1977 AS DOCUMENT NUMBER 23944215.

(FOR FURTHER PARTICULARS, SEE RECORD)

(AFFECTS THE UNDERLYING LAND)

8. 15-FOOT EASEMENT FOR STORM SEWER ON THE SOUTHEASTERLY LINE AS SHOWN ON PLAT OF ORSCHEL'S RESUBDIVISION RECORDED MAY 26, 1977 AS DOCUMENT NUMBER 23944215.

   (FOR FURTHER PARTICULARS, SEE RECORD)

   (AFFECTS THE UNDERLYING LAND)

9. GRANT IN FAVOR OF THE PUBLIC SERVICE CO. OF NORTHERN ILLINOIS DATED MARCH 21, 1947 AND FILED MARCH 29, 1947 AS DOCUMENT NUMBER LR1142094 AS DISCLOSED BY CERTIFICATE OF TITLE RECORDED DECEMBER 4, 1992 AS DOCUMENT NUMBER 92911772 FOR THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6-INCH GAS MAIN AND NECESSARY APPURTENANCES IN, UPON AND UNDER AND ALONG THE SIDE OF THE PUBLIC HIGHWAY KNOWN AS SHEMER AVE WHICH EXTENDS SOUTH ALONG THE NORTH SIDE OF THE LAND.

   (FOR FURTHER PARTICULARS, SEE RECORD)

10. COVENANT DATED AUGUST 10, 1976 MADE AMONG DONN D.B. CHUNG; HOWNAD T. BLOCK AND MICHAEL R. CAMINO (HEREINAFTER REFERRED TO AS THE "OWNER") AND THE VILLAGE OF NORTHBROOK, ILLINOIS RECORDED MAY 31, 1977 AS DOCUMENT NUMBER 23947057.

    (FOR FURTHER PARTICULARS, SEE RECORD)

    (AFFECTS THE UNDERLYING LAND)

11. GRANT FILED APRIL 5, 1947 AS DOCUMENT NUMBER LR1144670 REGARDING THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO LAY, MAINTAIN AND OPERATE A 6 INCH GAS MAIN UPON, UNDER AND ALONG THE SOUTH SIDE OF SHERMER AVENUE WHICH EXTENDS ALONG THE NORTH SIDE OF THE PREMISES.

    (FOR FURTHER PARTICULARS, SEE RECORD)

12. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE RECORDED SEPTEMBER 14, 2005 AS DOCUMENT NUMBER 0525750066 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND ROBERT MISENER.

    (FOR FURTHER PARTICULARS, SEE RECORD)

    (AFFECTS THE UNDERLYING LAND)

13. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE RECORDED AS DOCUMENT NUMBER 09094083 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND LARRY GROSSMAN.

    (FOR FURTHER PARTICULARS, SEE RECORD)

    (AFFECTS THE UNDERLYING LAND)

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14. COVENANTS AND RESTRICTIONS BUT OMITTING ANY COVENANT OR RESTRICTION, IF ANY, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, CONTAINED IN DOCUMENT RECORDED ON AUGUST 17, 1982 AS DOCUMENT NUMBER 26323365.

    (AFFECTS THE UNDERLYING LAND)

15. COVENANTS AND RESTRICTIONS BUT OMITTING ANY COVENANT OR RESTRICTION, IF ANY, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, CONTAINED IN DOCUMENT RECORDED ON MARCH 11, 1988 AS DOCUMENT NUMBER 88104292.

    (AFFECTS THE UNDERLYING LAND)

16. EASEMENT IN FAVOR OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED MARCH 18, 1947 AS DOCUMENT NUMBER T1141436.

    (AFFECTS THE UNDERLYING LAND)

17. EASEMENT IN FAVOR OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED MARCH 18, 1947 AS DOCUMENT NUMBER T1140680.

    (AFFECTS THE UNDERLYING LAND)

18. SUBDIVISION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND GATEWAY NORTHBROOK OWNER, LLC, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629034, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

19. TRANSFEREE'S UNCONDITIONAL AGREEMENT AND CONSENT TO ASSUME DEVELOPMENT OBLIGATIONS FOR GATEWAY TOWNHOMES WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629035, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

20. ORDIANCE NUMBER 2016-28, AN ORDINANCE GRANTING SPECIAL PERMIT FOR RESIDENTIAL PLANNED DEVELOPMENT IN THE VGRC DISTRICT, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629037, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

21. ORDINANCE NUMBER 2017-19, AN ORDINANCE GRANTING FINAL PLAN APPROVAL, A PARKING MODIFICATION, AND A PARTKING VARIATION, WAS RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629038, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

22. AN AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND GATEWAY NORTHBROOK OWNER, LLC

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FOR ENFORCEMENT OF FIRE LANES DATED AS OF OCTOBER 9, 2008 AND RECORDED OCTOBER 4, 2019 AS DOCUMENT NUMBER 1927745062 MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION, AND GATEWAY NORTHBROOK OWNER, LLC, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

23. DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDIGTIONS, RESTRICTIONS AND EASEMENTS FOR THE GATEWAY TOWNHOME ASSOCIATION WAS RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER 1931913113 MADE BY GATEWAY NORTHBROOK OWNER, LLC, A DELAWARE LIMITED LIAIBLITY COMPANY, DECLARANT, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

24. EASEMENTS FOR PRIVATE SANITARY SEWER, PRIVATE STORM SEWER, PUBLIC AND EMERGENCY ACCESS, PRIVATE UTILITY & DRAINAGE EASEMENT; STORMWATER DETENTION AREA, RESTRICTIVE COVENANTS AND EASEMENT PROVISIONS AS SHOWN ON THE FINAL PLAT OF GATEWAY RECORDED APRIL 6, 2018 AS DOCUMENT NUMBER 1809629036.

    (SEE PLAT FOR EXACT LOCATION AND DIMENSIONS)

25. INTENTIONALLY DELETED (2-2-23/GK)

26. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

27. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING UNRECORDED LEASES.

28. TERMS AND PROVISIONS OF PROPERTY MANAGEMENT AGREEMENT DATED AUGUST 16, 2021 MADE BY AND BETWEEN GATEWAY NORTHBROOK OWNER, LLC, AND 33 MANAGEMENT, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY.

End of Exceptions

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STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
e. Parties involved in litigation and attorneys, as required by law.
f. Financial rating organizations, rating bureaus and trade associations.
g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers .	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting http://stewart.com/ccpa.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

ALTA 3.2 ZONING – LAND UNDER DEVELOPMENT ENDORSEMENT (07-01-2021)

THIS ENDORSEMENT IS ISSUED AS PART OF POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $500.00

1. For purposes of this endorsement:

   a. “Improvement”: A building, structure, road, walkway, driveway, curb, subsurface utility, or water well existing at the Date of Policy or to be built or constructed according to the Plans that is or will be located on the Land, but excluding crops, landscaping, lawns, shrubbery, or trees.
   b. "Plans": Those site and elevation plans made by dated , last revised , designated as consisting of sheets.
   c. “Zoning Ordinance”: A zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.

2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
   a. According to the Zoning Ordinance, the Land is not classified Zone ;
   b. The following use or uses are not allowed under that classification:

   c. There is no liability under Section 2.b. if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. Section 2.c. does not modify or limit the coverage provided in Covered Risk 5.

3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a State or federal court having jurisdiction either prohibiting the use of the Land, with any Improvement, as specified in Section 2.b. or requiring the removal or alteration of the Improvement because, at the Date of Policy, the Zoning Ordinance has been violated with respect to any of the following matters:
   a. The area, width, or depth of the Land as a building site for the Improvement;
   b. The floor space area of the Improvement;
   c. A setback of the Improvement from the property lines of the Land;
   d. The height of the Improvement; or
   e. The number of parking spaces.

4. There is no liability under this endorsement based on:
   a. The invalidity of the Zoning Ordinance until after a final decree of a State or federal court having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
   b. The refusal of any person to purchase, lease, or lend money on the Title covered by this policy.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Endorsement Serial No. **E-9021-200084994**

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ALTA ENDORSEMENT 9.7-06 (RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT – LOAN POLICY)

ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $500.00

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:

   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

   b. "Future Improvement" means a building, structure, road, walkway, driveway, curb, lawn, shrubbery or trees to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property.

   c. “Improvement” means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.

   d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by dated , last revised , designated as consisting of sheet(s).

3. The Company insures against loss or damage sustained by the Insured by reason of:

   a. A violation of a Covenant that:

      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,

      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or

      iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;

   b. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;

   c. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or

   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. The Company insures against loss or damage sustained by reason of:

   a. An encroachment of:

      i. an Improvement located on the Land at Date of Policy or a Future Improvement, onto adjoining land or onto that portion of the Land subject to an easement; or
      ii. an improvement located on adjoining land onto the Land at Date of Policy,

   unless an exception in Schedule B of policy identifies the encroachment otherwise insured against in Sections 4.a.i or 4.a. ii

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b. Damage to an Improvement located on the Land at Date of Policy or a Future Improvement:

i. that encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or

ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease;
b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Endorsement Serial No. **E-9183-573072526**

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stewart

ALTA ENDORSEMENT 17.1-06 (INDIRECT ACCESS AND ENTRY)

ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $185.00

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Parcel(s) 2 in Schedule A (the "Easement") does not provide that portion of the Land identified as Parcel(s) 1 in Schedule A both actual vehicular and pedestrian access to and from Shermer Road (the “Street(s)”), (ii) the Street(s) is/are not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street(s) abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

Endorsement Serial No. **E-9362-846920364**

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stewart

ALTA ENDORSEMENT 17.2-06 (UTILITY ACCESS)

ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $185.00

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

☑ Water service	☑ Natural gas service	☑ Telephone service
☑ Electrical power service	☑ Sanitary sewer	☑ Storm water drainage
☐ _____	☐ _____	☐ _____

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

(1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;

(2) a gap between the boundaries of the rights-of-way or easements; or

(3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

Endorsement Serial No. **E-9386-753456111**

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ALTA ENDORSEMENT 18.2-06 (MULTIPLE TAX PARCEL ENDORSEMENT)

ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $185.00

The Company insures against loss or damage sustained by the Insured by reason of those portions of the Land identified below not being assessed for real estate taxes under the listed Tax Identification Numbers or those Tax Identification Numbers including any additional land:

04-10-320-001-0000 THROUGH 04-10-320-059-0000, 04-10-320-062-0000 THROUGH 04-10-320-064-0000, 04-31-320-068-0000, 04-10-320-069-0000

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

Endorsement Serial No. **E-9233-487439821**

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ALTA ENDORSEMENT 19-06 (CONTIGUITY – MULTIPLE PARCELS)

ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $185.00

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land described in Schedule to be contiguous along their common boundary lines; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

Endorsement Serial No. **E-9365-067504517**

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ALTA 26 SUBDIVISION ENDORSEMENT (07-01-2021)

THIS ENDORSEMENT IS ISSUED AS PART OF POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $185.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the State subdivision statutes and the subdivision ordinances of the county or municipality of the State applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Endorsement Serial No. **E-9047-259150621**

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STG DELETION OF ARBITRATION CLAUSE IN OWNER'S POLICY ENDORSEMENT 2
ATTACHED TO POLICY NUMBER O-9010-000027263

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 22000032099 Charge: $0.00

Any provisions in the Conditions of this policy referring to Arbitration are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago , IL 60606
Agent ID: 13E013
Prepared by: George Kintz

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Endorsement Serial No. **E-9504-246439458**

MEMORANDUM

To: Michaela Kohlstedt, Deputy Director of Development & Planning Services
From Jack Bielak, Village Engineer

Date: February 6, 2024
Subject: Gateway Development Transfer Application

The Village of Northbrook received a request from the new owner of the Gateway Townhomes Development located from 1179-1275 Shermer Road to consider a variation of the remaining performance guarantee required as part of the transfer agreement. This development included ten parcels of land and proposed a residential planned development consisting of 68 rowhouse-style townhomes. This Residential Planned Development was initially approved by the Board of Trustees April 26, 2016 and was associated with Plan Commission Docket No. PCD-15-19.

The original performance guarantee required based on the proposed improvements was calculated to be $3,602,938.00. Based on the site improvements completed, the Village approved a 75% reduction in the performance guarantee amount which is the maximum reduction allowed per section 3-504D of the Subdivision and Development code prior to final completion and approval of the improvements.

As part of the Transfer process the developer has requested to not provide the remaining performance guarantee of $864,734.50 stating that the remaining sitework improvements amount to less than that total. The Developer's engineer provided an estimate of the remaining site work improvements totaling $609,460.10 and the developer has requested to only be required to submit a performance guarantee of $500,000 in cash.

Based on the subdivision and development code, the developer should be providing a guarantee that covers the remaining work and a 25% contingency. For that reason based on the code, the developer should provide a total guarantee of $761,825.13 and of that total a minimum of $360,294 should be in cash to cover the original 10% cash requirement of the original performance guarantee. The remaining amount can be provided as a Letter of Credit.

Execution Version

THIS INSTRUMENT PREPARED BY:

Steven M. Elrod
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603

AFTER RECORDING
RETURN TO:

Recorder's Box 337

1809629034

Doc# 1809629034 Fee $186.00

KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 04/06/2018 12:27 PM PG: 1 OF 75

This space for Recorder's use only

SUBDIVISION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF NORTHBROOK

AND GATEWAY NORTHBROOK OWNER, LLC

(GATEWAY TOWNHOMES – 1179-1275 SHERMER ROAD)

DATED AS OF MAY 23, 2017

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SUBDIVISION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND GATEWAY NORTHBROOK OWNER, LLC[1] (GATEWAY TOWNHOMES – 1179-1275 SHERMER ROAD)

THIS AGREEMENT is made as of the 23rd day of May, 2017, and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("***Village***") and **NORTHBROOK OWNER, LLC**, a Delaware limited liability company ("***Developer***").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

B. The Developer is, as of the Effective Date of this Agreement, the contract purchaser of the Property.

C. The Property is located entirely within the corporate limits of the Village and is in the C-1 Specialty Commerce District, but has been conditionally rezoned to the newly created Village Green Residential and Commercial (VGRC) District. The Property is designated by the Comprehensive Plan as Neighborhood Edge 1 (NE-1) and appropriate for townhouse uses.

D. The Developer desires and proposes to have the Property (as hereinafter defined) subdivided into sixty eight (68) lots of record to be developed with townhome style single family attached dwelling unit ("***Dwelling Unit***"), and one outlot for private site circulation driveways, storm water detention, and drainage, in accordance with the regulations of the VGRC District ("***Development***").

E. In order to develop the Property as proposed, the Developer, as contract purchaser of the Property, requested relief from, and approvals under, the Zoning Code and the Subdivision Code.

F. After a duly noticed public hearing was conducted by the Northbrook Plan Commission, on April 26, 2016, the Corporate Authorities of the Village adopted (i) Ordinance No. 2016-26: An Ordinance Amending the Zoning Code to Create the New Village Green Residential and Commercial (VGRC) District; (ii) Ordinance No. 2016-27: An Ordinance Rezoning the Property to the VGRC District and Amending the District Zoning Map[2]; (iii) Ordinance No. 2016-28: An Ordinance Granting a Special Permit for a Residential Planned Development in the VGRC District; and (iv) Resolution No. 2016-60: A Resolution Approving the Development Concept Plan and the Tentative Plat of Subdivision, and Providing Conceptual Approvals of Parking Relief.

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[1] This Agreement was originally approved between the Village and Jacobs Companies, LLC pursuant to Village of Northbrook Resolution 2017-65, adopted May 23, 2017. Jacobs Companies, LLC subsequently assigned its contractual interest in the Property to Gateway Northbrook Owner, LLC, which assignment and transfer of development rights was approved by Village of Northbrook Resolution No. 2017-114, adopted on September 26, 2017.

[2] The Property will not be reclassified to the VGRC District until all of the conditions precedent for the effective date of Ordinance No. 2016-27, including the execution of this Agreement, have been satisfied.

G. On April 13, 2017, the Plan Commission held a public hearing to consider the Developer's request for approval of a final plan for the planned development on the Property, a final plat of subdivision for the Property, as well as a parking stall width modification and a off-street parking variation ("***Requested Relief***"). On the same date, the Plan Commission recommended approval of the Developer's Requested Relief by adoption of Resolution No. 2017-PC-06.

H. The Developer, after due and careful consideration and with advice and input from its own legal counsel, has agreed to subject the Property to the terms, provisions, and conditions of this Agreement.

I. The Corporate Authorities, after due and careful consideration, have concluded that the subdivision and redevelopment of the Property, and use of the Property pursuant to and in accordance with this Agreement, would further enable the Village to control the development of the area and would serve the best interests of the Village.

J. The Village and the Developer desire that the Property be developed, used, operated, and maintained only in compliance with this Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"***Common Areas***": Lot 69 of the Property, as depicted on the Final Plat, together with any and all improvements thereon, including, without limitation, the private site circulation driveways, detention areas, and all drainage improvements and other related equipment and appurtenances as depicted on the Final Engineering Plan.

"***Comprehensive Plan***": Village of Northbrook Comprehensive Plan (2010), as amended.

"***Corporate Authorities***": The President and Board of Trustees of the Village.

"***Declaration of Covenants***": That certain declaration of covenants, easements and restrictions required pursuant to Section 8 of this Agreement.

"***District Zoning Map***": The District Zoning Map of the Zoning Code.

"***Effective Date***": The date of execution of this Agreement by all parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this Agreement.

"***Events of Default***": Defined in Section 19.A of this Agreement with respect to the Developer and in Section 19.B of this Agreement with respect to the Village.

"***Evidence of Title Date***": The date on which the Developer provides to the Village Clerk either recorded deeds or a written owner's policy issued by an Illinois title insurance company evidencing fee simple title to all of the parcels that comprise the Property have been conveyed to the Developer.

"***Final Development Plan***": Those plans that comprise the "Final Plan" approved by the

Final Plan and Parking Relief Approval Ordinance.

"***Final Engineering Plan***": Those certain engineering plans for the Development prepared by Pearson, Brown & Associates, with most recent revision date of April 7, 2017, consisting of 21 sheets, attached to this Agreement as ***Exhibit C***.

"***Final Landscape Plan***": Those certain landscape plans for the Development prepared by Tree & Timber Inc., with the most recent revision date of March 28, 2017, consisting of one sheet, attached to this Agreement as ***Exhibit D***, as may be subsequently revised pursuant to Section 7.D of the Final Plan and Parking Relief Approval Ordinance.

"***Final Plat***": That certain subdivision plat prepared by R.E. Allen and Associates, Ltd, with the most recent revision date of May 19, 2017, consisting of four sheets, attached to this Agreement as ***Exhibit B***.

"***Homeowners' Association***": The homeowners' association for the Development established by the Developer pursuant to the Declaration of Covenants.

"***Improvements***": Except as specifically excepted in this definition, all of the public and private improvements and facilities necessary to serve the Property. The definition of "Improvements" includes (i) the improvements specifically listed in Section 5 of this Agreement, (ii) the Storm Water Detention facilities, water mains, storm sewers, sanitary sewers, parking areas, street lighting improvements, private site circulation driveways, curbs and gutters, sidewalks, carriage walks, parkways, rough and final grading improvements, and all other improvements depicted on the Final Engineering Plan; (iii) the trees, sod, seeding and other landscaping improvements depicted on the Final Landscape Plan, and (iv) all other improvements lawfully required to be constructed pursuant to the Requirements of Law. The definition of "Improvements" does not include the Dwelling Units to be constructed on the Property.

"***Lot" or "Lots***": Lots 1 through 68 of the Property, as depicted on the Final Plat.

"***Municipal Code***": The Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

"***Outlot***": Lot 69 of Property, as depicted on the Final Plat.

"***Plan Commission***": The Plan Commission of the Village, established by Section 2-451 of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

"***Property***": That certain tract of land consisting of approximately 5.34 acres, commonly known as 1179-1275 Shermer Road, Northbrook, Illinois, and legally described in ***Exhibit A*** attached to this Agreement.

"***Public Improvements Standards Manual***": The Village of Northbrook Standards and Specifications for Public and Private Improvements, dated October, 1990, as the same has been and may, from time to time hereafter, be amended.

"***Requirements of Law***": All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

"Site Plan": Collectively, those certain Illustrative Architectural Site Plan, Architectural Site Plan – Dimensioned, and Parking Plan, prepared by Pappageorge Haymes Partners, dated April 7, 2017, consisting of three sheets, attached to this Agreement as ***Exhibit E.***

*"**Storm Water Facilities**"*: The following specific Improvements, as depicted on the Final Engineering Plan: the storm water detention vaults and drainage facilities located on Lot 69, and private storm sewers, related equipment, appurtenances, structures, swales, and storm drainage areas installed and maintained on the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the Village's storm sewer system.

*"**Shermer Road Frontage Improvements**"*: The carriage walk, parkway, and 797 lineal feet of curbs and gutters, to be constructed along the Shermer Road frontage of the Property by the Developer as depicted in the Final Engineering Plans

*"**Subdivision Code**"*: The Village of Northbrook Subdivision and Development Code (1991), as the same has been and may, from time to time hereafter, be amended.

"Uncontrollable Circumstance": Any of the following events and circumstances that materially change the costs or ability of the Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God;

d. governmental condemnation or taking other than by the Village;

e. delay in obtaining, or inability to obtain, a permit, license or easement related to the Improvements from a party or entity other than the Village needed to carry out said obligations, provided the Developer has acted diligently to obtain such permit, license or easement, and such delay or inability is not the result of the Developer's own act or omission; or

f. strikes or labor disputes, other than those caused by the unlawful acts of the Developer, its members, or its affiliated entities.

Uncontrollable Circumstance shall not include economic hardship, impracticability of performance, a change in commercial, economic or market conditions, or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

*"**Zoning Code**"*: The Northbrook Zoning Code (1988), as the same has been and may, from time to time hereafter, be amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Zoning Code or the Subdivision Code.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. Adoption of Resolution Approving Final Plat and Variation for Shared Private Driveway. Immediately after approval of the Agreement, the Corporate Authorities shall adopt a valid and binding resolution approving the Final Plan and granting a variation from the Subdivision Code requirement that all dwelling units have access to a public street to allow for private site circulation driveways ("***Final Plat Approval and Variation Resolution***").

B. Adoption of Ordinance Granting Final Plan Approval as well as a Parking Modification and a Parking Variation. Following the approval of the Final Plat, the Corporate Authorities shall adopt an ordinance granting the Developer (1) Final Plan approval for the Development pursuant to Section 11-603 of the Zoning Code, (2) a modification to reduce the required width of off-street parking stalls from 9 feet to no less than 8 feet, and (3) a variation to reduce the required number of off-street parking spaces for townhomes in the VGRC District specifically available to the general public from 34 spaces to 29 spaces ("***Final Plan and Parking Relief Approval Ordinance***").

C. Final Engineering and Landscape Plan Modifications.

1. The Developer shall confer and cooperate with Village staff to enhance the landscape design of the common open space located between proposed buildings 8, 9, and 10 for the purpose of providing additional greenery and passive use elements. Such enhancements must be approved by the Village Manager, in his sole and absolute discretion, and depicted in a revised version of the Final Landscape Plan, which shall be incorporated by reference into the Final Plan pursuant to Subsection 7.D of the Final Plan and Parking Relief Approval Ordinance.

2. All revisions to any portion of the Final Engineering Plan or the Final Landscape Plan that are reviewed, accepted, and approved by either the

Village Engineer or the Village's Director of Development and Planning Services subsequent to the Effective Date shall be incorporated into, and made a part of this Agreement with no further action required by the Corporate Authorities.

D. **Acquisition of Title.** The Evidence of Title Date must occur within 180 days after the date on which the Corporate Authorities approve the Final Plan and Parking Relief Approval Ordinance. In the event that the Evidence of Title Date does not occur within such time period, the Corporate Authorities shall have the right, without objection by the Developer, to revoke the Final Plan and Parking Relief Approval Ordinance.

SECTION 4. DEVELOPMENT OF THE PROPERTY. Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Code, the Property shall be developed and used only as follows:

A. **Specific Use and Development Restrictions**. No more than one Dwelling Unit, as permitted in the Zoning Code, shall be constructed or located on each Lot, although Dwelling Units may be physically connected with common walls that correspond with lot lines.

B. **General Use and Development Restrictions**. Development of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Development and Planning Services, as appropriate, shall be pursuant to and in accordance with the following:

i. This Agreement;

ii. The Final Plat;

iii. The Final Engineering Plan;

iv. The Final Landscape Plan;

v. The Site Plan;

vi. The Final Plan and Parking Relief Approval Ordinance, including, the Final Development Plan approved therein;

vii. The Declaration of Covenants;

vii. The Improvements Standards Manual; and

viii. The Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

C. **Tree Preservation, Removal and Demolition**. The Developer shall comply with the Final Landscape Plan and specifically the Tree Removal Plan contained therein, and all

Requirements of Law in the preservation and removal of all trees on the Property, including, without limitation, the requirements of Chapter 25 of the Municipal Code and Subsection 4-103 D of the Subdivision Code, and specifically any tree permits issued by the Village pursuant to the Final Plan, Variation, and Tree Permit Approval Ordinance.

SECTION 5. IMPROVEMENTS.

A. Description of Improvements. In connection with its construction of the Development, the Developer shall, at its sole cost and expense, construct and install all of the following Improvements on the Property as depicted on the Final Engineering Plan and Final Landscape Plan:

i. Storm Water Facilities;

ii. Storm sewer and services;

iii. Sanitary sewer and services;

iv. Water main and services;

v. Public roadway and street, street light, curb, gutter and sidewalk improvements;

vi. Shermer Road Frontage Improvements.

vii. Private site circulation driveways; and

viii. Landscaping.

B. Utilities.

1. The Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade: (i) all public utility connections servicing the Property; and (ii) the connection of all utilities to facilities located on the Property, in accordance with the approved Final Engineering Plan.

2. No utilities located on the Property may be connected to any sanitary or storm sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Municipal Code and upon payment of the connection fees required pursuant to the Municipal Code.

C. Completion of the Improvements. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any dwelling unit located on the Property until the Improvements are completed by the Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Municipal Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by the Developer and approval of the Improvements by the Village will not confer on the Developer any right or entitlement to any other building permit or certificate of occupancy.

D. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. The Developer shall notify the Village when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection, approval, and, where appropriate, acceptance of the Improvement or Improvements by the Village. Such notice and request shall comply with, and include, all requirements of Section 3-506 of the Subdivision Code and shall be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Improvements until all of the Improvements, including all punch list items, have been fully and properly completed.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the recordation of the Final Plat will constitute an acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Engineering Plan or the Final Plat, if any. The acceptance of, ownership of, and responsibility for, a specific approved Improvement as a public Improvement shall be made only by the Corporate Authorities by resolution duly adopted and in full compliance with the requirements of the Subdivision Code, including, without limitation, Sections 3-506 and 3-507 of that Code.

3. The following Improvements constructed on public property shall be accepted, owned, operated, and maintained by the Village:

a. All curbing and gutters along the Shermer Road frontage of the Property;

b. All sidewalks and carriage walks on public rights-of-way, with the exception of snow plowing;

c. Storm Sewer Manhole at approximately STA. 128+95 LT; and

d. Sanitary Manhole on centerline at approximately STA. 130+00.

E. Transfer of Ownership of the Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Improvements to be accepted by the Village pursuant to Subsection 5.D of this Agreement, the Developer shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such Improvements to, and to evidence ownership of such Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village in writing. The Developer shall, at the same time, grant, or cause to be granted, to the Village all such easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village in writing.

F. Two-Year Guaranty of Certain Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Improvements, including, without limitation, any landscaping installed by the Developer on public lands or within public rights-of-way or easements, that occur or become evident within two years after approval and, where appropriate, acceptance of the Improvements by the Village pursuant to this

Agreement. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, after 10 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. In the event any Improvement is repaired or replaced pursuant to such a demand, the guaranty provided by this Subsection 5.F shall be extended, as to such repair or replacement, for two full years from the date of such repair or replacement.

G. **On-Premises Public Improvements**. The following Improvements constructed and installed on the Property shall be accepted and owned by the Village pursuant to the process set forth in Section 5.D:

1. 8" Ductile Iron Pipe ("D.I.P.") water main trunk lines;

2. 6" D.I.P. fire hydrant service lines; and

3. Fire hydrants

(collectively, "***On-Premises Public Improvements***"). Notwithstanding the acceptance of the On-Premises Public Improvements, the primary responsibility for the maintenance, repair, and replacement of the On-Premises Public Improvements will remain with the Developer, its successors and assigns, including specifically, the Association, and be conducted as necessary at the Developer's sole cost and expense. This obligation to maintain, repair, and replace the On-Premises Public Improvements shall run with the Parcel and be binding on the Developer, its successors and assigns, including the Association. The Commercial Developer shall be required to record a covenant, either in free-standing form or as a provision of the Declaration for the Property, memorializing this maintenance obligation, all in a form acceptable to the Village Attorney.

H. **Off-Premises Privately Maintained Improvements.** The following Improvements constructed on public property shall be accepted and owned by the Village pursuant to the process set forth in Section 5.D:

1. 8" D.I.P. water main under Shermer Road and 4 valves located at approximately STA. 130+10 and 135+10;
2. 8" Sanitary Sewer under Shermer Road at approximately STA. 130+00
3. 12" Storm Sewer under Shermer Road at approximately STA. 128+95

(collectively, "***Off-Premises Privately Maintained Improvements***"). Notwithstanding the acceptance of the Off-Premises Privately Maintained Improvements, the primary responsibility for the maintenance, repair, and replacement of the Off-Premises Privately Maintained Improvements will remain with the Developer, its successors and assigns, including the Association, and be conducted as necessary at the Developer's sole cost and expense. This obligation to maintain, repair, and replace the Off-Premises Privately Maintained Improvements shall run with the Commercial Parcel and be binding on the Commercial Developer, its successors and assigns The Commercial Developer shall be required to record a covenant, either in free-standing form or as a provision of the Declaration for the Property, memorializing this maintenance obligation, all in a form acceptable to the Village Attorney.

I. **Approval and Reimbursement for Shermer Road Curbing.** The Developer will be

expected to install 797 lineal feet of curbs and gutters along the Property's Shermer Road frontage. The Village agrees to reimburse the Developer for the construction of 339 feet of curbing and gutters that would have been constructed by the Village in the normal course of its downtown streetscape construction process. The Village will reimburse the Developer at a rate of $28/lineal foot for a total of $9,492. This amount will either be paid to the Developer upon approval and acceptance of the Shermer Road Frontage Improvements, or will be credited to the Developer upon calculation and deposit of the Engineering escrow required by the Subdivision Code.

SECTION 6. CONSTRUCTION.

A. Construction.

1. General Standards. The Development and the Improvements shall be constructed pursuant to and in accordance with the Final Engineering Plan, the Final Landscape Plan, the Site Plan, the Final Plan and Parking Relief Approval Ordinance, and the Public Improvements Standards Manual. All work performed on the Development and the Improvements shall be conducted in a good and workmanlike manner and with due dispatch in accordance with the schedule established in Subsection 7.C.2 of this Agreement. All materials used for construction of the Development shall be new and of first quality.

2. Improvements. The design and construction of the Improvements shall be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Municipal Code and the Subdivision Code.

3. Contract Terms; Prosecution of the Work. The Developer shall include in every contract for work on the Development and the Improvements terms requiring the contractor to prosecute the work diligently, continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final Engineering Plan, the Final Landscape Plan, the Site Plan, the Final Plan and Parking Relief Approval Ordinance, and the Requirements of Law, until the work is properly completed, and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

4. Engineering Services. The Developer shall provide, at its sole cost and expense, all architectural and engineering services for the construction of the Development and the Improvements by a professional architect and professional civil engineer responsible for overseeing the construction of the Development and the Improvements. The Developer shall, upon application for a building permit, provide the Village with the name of the construction project manager and a telephone number or numbers at which the construction project manager can be reached at all times.

5. Village Inspections and Approvals. All work on the Development and the Improvements shall be subject to inspection and approval by Village representatives at all times.

6. Other Approvals. Where the construction and installation of the Development and the Improvements requires the consent, permission, or approval of any public agency other than the Village or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be reasonably required to obtain the required consent, permission, or

approval.

7. Phasing. The Developer shall have the right to construct the Development in phases; provided, however, that the construction and installation of the Improvements, including the specifically the Storm Water Facilities, for the entire Property, shall be completed prior to the issuance of a certificate of occupancy for any dwelling unit on the Property.

B. Construction Traffic and Parking.

1. Designated Traffic Routes. The Village may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. The Developer shall keep all designated routes free and clear of mud, dirt, debris, obstructions, and hazards and repair all damage caused by the Developer's construction traffic. The Village also may designate from time to time temporary construction haul roads on the Property that shall be located and constructed in a manner acceptable to the Village Engineer. In no event shall regular construction traffic associated with the Development be allowed to utilize either Church Street or Chapel Court unless all other means of access to the Property are blocked or otherwise unavailable.

2. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Property or in areas designated by the Village. No parking of any construction vehicles, passenger vehicles, or construction equipment will be permitted on Shermer Road, Church Street, or Chapel Road, with the exception of construction vehicles or equipment conducting work on portions of those rights-of-way.

C. Parking and Storm Water Management During Construction. During construction of any of the structures or Improvements on the Property, the Developer must:

1. Install temporary and durable surface off-street parking on the Property for the parking of construction employee vehicles, as necessary; and

2. Temporarily divert or control any heavy accumulation of storm water away from or through the Property in a manner approved in advance by the Village Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point

D. Issuance of Permits and Certificates.

1. Right to Withhold Permits and Certificates. The Village shall have the absolute right to withhold any building permit or certificate of occupancy at any time that the Developer is in violation of, or is not in full compliance with, the terms of this Agreement, which violation continues after notice and lapse of any applicable cure period, as provided for in this Agreement.

2. Completion of Improvements. The Village shall issue no certificates of occupancy for any Dwelling Unit within a given phase of the Development until the Improvements required to adequately and safely serve that phase are completed by the

Developer in accordance with the schedule established pursuant to Subsection 7.C.2 of this Agreement or until other arrangements satisfactory to the Village Engineer, in his sole and absolute discretion, have been made. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all the Improvements for a given phase and their approval and, where appropriate, acceptance thereof by the Village shall not confer on the Developer any right or entitlement to any other building permit or certificate of occupancy.

D. Damage to Public Property. The Developer shall maintain all streets, sidewalks and other public property on and adjacent to the Property a good and clean condition at all times during development of the Property and construction of the Development. Further, the Developer shall (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property on or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and (2) repair any damage that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

SECTION 7. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.

A. Prohibition of Demolition or Construction of Any Kind Prior to All Approvals. The Developer acknowledges and agrees that, unless specifically authorized in writing by the Village Manager, in his sole and absolute discretion, no demolition, grading, site work, tree or landscape removal, construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until (1) the Final Engineering Plan and the Final Landscape Plan have all been approved by the Village Engineer, (2) the Final Plat of Subdivision has been fully executed and recorded, and (3) the Performance Security required by Section 12 has been deposited with the Village.

B. Commencement of Construction of the Dwelling Units. In addition to the restriction set forth in Section 7.A of this Agreement no construction of any kind shall be permitted on or with respect to any Dwelling Unit on the Property unless and until the Developer obtains written approval from the Village Engineer of the Storm Water Facilities.

C. Diligent Pursuit of Construction.

1. Once commencement of construction is authorized pursuant to this Agreement, the Developer shall pursue the construction of the Development in a diligent and expeditious manner.

2. The Developer shall complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the construction schedule approved by the Village Engineer as part of the Final Engineering Plan. The Developer shall be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the Village Manager.

D. Failure to Complete Construction of Improvements and Dwelling Units.

1. Completion of Partially Constructed Improvements. Subject to Uncontrollable Circumstances, if the Developer fails to diligently pursue construction of the Improvements, as required in, or permitted by, Sections 5 and 6 of this Agreement to completion within the time period prescribed in the permits issued by the Village for such construction or in accordance with the schedule approved by the Village Engineer pursuant

to Subsection 7.C.2, and if perfected applications to renew such permits or extend such schedule are not filed with the Village prior to or not later than 30 days after expiration of the applicable permits or then-applicable time frame set forth on such schedule, the Village shall have the right, if such failure continues to exist 60 days after the Village gives notice of its intent to then draw upon the Guarantee specified in Section 12 of this Agreement, to exercise its remedies under such Guarantee and complete, or cause to be completed, the Improvements which then remain to be completed.

2. Securing or Removal of Partially Constructed Dwelling Units. Subject to Uncontrollable Circumstances, if the Developer fails to diligently pursue construction of any Dwelling Unit, as required in, or permitted by, Sections 5 and 6 of this Agreement, to completion within the time period prescribed in the building permit issued by the Village for such construction, and if a perfected application to renew such building permit is not filed prior to or not later than 30 days after expiration of such permit, and if such failure continues to exist 60 days after notice from the Village, the Village shall have the right to either (a) to take such measures as may be necessary to secure such partially constructed Dwelling Unit so that it is in a condition the Village deems safe and protective of the interests of the Development's then-existing residents and the surrounding neighborhood ("***Security Work***"); or (b) if the Village determines that such partially constructed Dwelling Unit cannot be adequately secured to protect those interests, demolish such partially constructed Dwelling Unit ("***Demolition Work***"). Within 30 days of a request from the Village Manager, the Developer shall post an additional Letter of Credit or Surety Bond with the Village, in a form approved by the Village Attorney, to assure the completion of the Demolition Work or Security Work and the reimbursement to the Village of all costs and expenses, including legal and administrative costs, the Village incurs or may incur in undertaking such Demolition Work or Security Work. If the Developer does not fully reimburse the Village for all such costs and expenses, and the Guarantee described in Section 12 of this Agreement has no funds remaining in it or is otherwise unavailable to finance such work, then the Village shall have the right to place a lien on all portions of the Property the Developer or the Homeowners' Association then owns for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village at law and/or in equity.

SECTION 8. DECLARATION OF COVENANTS. A declaration of covenants, easements, and restrictions, acceptable in form and substance to the Village Attorney, shall be recorded against the Property not later than the date which the closing on the sale of the first dwelling unit occurs. The Declaration of Covenants shall provide for the creation of the Homeowners' Association and shall, without limitation, codify the following provisions, conditions and restrictions of this Agreement:

A. Homeowners' Association.

1. Membership in the Homeowners' Association shall be mandatory for each and every owner, and successive owner, of Lots 1 through 68.

2. The Declaration of Covenants and bylaws of the Homeowners' Association shall be established and must be approved by the Corporate Authorities prior to becoming effective. Further, said declaration and by-laws shall provide that they not be amended to conflict with this Agreement or the requirements of the Subdivision Code without approval by the Corporate Authorities.

3. The Homeowners' Association shall be responsible for the continuity, care, conservation and maintenance, including operation in a first rate condition and in accordance with predetermined standards, of the Common Areas, including the Outlot, all equipment and appurtenances, and the cost of power required for such equipment and appurtenances located on the Outlot. This maintenance responsibility shall extend to the On-Premises Public Improvements and the Off-Premises Privately Maintained Improvements.

4. The Homeowners' Association shall be responsible for casualty and liability insurance and real estate taxes for the Outlot.

5. The owners of Lots 1 through 68 shall pay their *pro rata* share of all costs and expenses incurred by the Homeowners' Association by means of an assessment to be levied by the Homeowners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Homeowners' Association shall have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than fifty one percent of the members voting on the issue.

7. The Storm Water Facilities must be maintained in compliance with the "Storm Water System Inspection and Maintenance Guidelines" attached hereto as ***Exhibit F***, and such compliance will be monitored and verified by the Village Engineer, who may require representatives from the homeowner's association to meet and confer with the Village Engineer on an annual basis. The Guidelines included in Exhibit H shall be incorporated into the Declaration of Covenants and the Association's compliance with the Guidelines will be enforceable by the Village.

B. Creation of Easements.

1. Utility and enforcement easements shall be granted to the Village and other governmental bodies and utility services over, on, and across the Property and the Outlot for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

2. The easements for storm water drainage and detention shall remain unobstructed and the access to the retention and detention basins in the Outlot shall not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easement without written approval of the Village Manager. In addition, no grade changes shall be permitted in said easement without the prior written approval of the Village Engineer.

4. An access and ingress/egress easement for Village emergency and utility personnel and vehicles will be granted the Outlot.

C. General Provisions.

1 The Village, as well as the owner of each of Lots 1 through 68, shall have the right to enforce the Declaration.

2. The Village shall have the right, but not the obligation, after ten (10) days' written notice to the Homeowners' Association, to perform any maintenance or repair work which, in the sole opinion of the Village, the Homeowners' Association has neglected to perform on the Outlot, to assess the membership for such work and to file a lien against the property of the Homeowners' Association or the property of any member failing to pay the assessment.

3. The Declaration shall run with and bind the Property, and all portions thereof, and shall be binding on the Developer, and their successors in interest, to all portions of the Property.

SECTION 9. RECAPTURE.

A. Paid by the Developer. The Developer shall not be required to pay any recapture amounts as a result of the installation of the Improvements or the construction of the Development.

B. Paid to the Developer. The Developer shall not be entitled to recapture any amounts it expends in the installation of the Improvements or the construction of the Development.

SECTION 10. CONTRIBUTIONS.

A. Park and School. The Developer shall, and does hereby agree to, fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Subsection 4-101 G of the Subdivision Code, for the following districts:

1. Northbrook Park District;

2. Northfield Township High School District No. 225; and

3. Northbrook Elementary School District No. 28.

B. Library. The Developer shall, and does hereby agree to, fully comply with, and cause to be paid, cash contributions for the cost of library capital improvements calculated to be owed pursuant to the Subdivision Code with respect to the Board of Library Trustees of the Village of Northbrook.

The fees required pursuant to this Section 10 shall be calculated upon the net increase in the number of Dwelling Units developed on the Property in the manner provided in Subsection 4-101 G1(d) of the Subdivision Code, and shall be paid on a *pro rata* basis upon the issuance of each certificate of occupancy for a Dwelling Unit on the Property. The Developer and Village agree that as of the date the Corporate Authorities adopted Village Resolution No. 2017-65 approving this redevelopment agreement, four Dwelling Units existed on the Property, resulting in a net increase of 64 Dwelling Units on the Subject Property.

SECTION 11. PAYMENT OF VILLAGE FEES AND COSTS.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer shall pay to the Village, as and when due, all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

B. Special Requirements. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Developer shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made by a certified, cashier's, or corporate check issued by the Developer immediately upon execution of this Agreement by the Village President. Further, the Developer agrees that it will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefor, such fees, costs, and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the development and use of the Property. Further, the Developer agrees that it shall be liable for and shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 12. PERFORMANCE SECURITY.

A. Performance and Payment Letter of Credit and Surety Bonds. As security to the Village for the performance by the Developer of the Developer's obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developer hereby irrevocably elects, on behalf of itself and its successors, and agrees to provide the Village, no later than the date of the recording of the Final Plat, performance and payment security for the Improvements ("***Guarantee***") in the amount set forth in Subsection 3-501 B of the Subdivision Code, and in accordance with the terms set forth in Subsection 3-501 C and Section 3-502 of the Subdivision Code. Such Guarantee shall be in the form of either: (1) a cash deposit of not less than ten percent (10%) of the initial total guarantee amount and one or more letters of credit ("***Letter of Credit***"); or (2) a Letter of Credit in lieu of the ten percent (10%) cash requirement of Section 3-502B and surety bonds (***"Surety Bonds"***). The Letter of Credit and Surety Bonds shall be in form and substance substantially conforming respectively with ***Exhibits G*** and ***H*** and satisfactory to the Village Attorney. The Guarantee shall be administered pursuant to Sections 3-504, 3-505, 3-506 and 3-507 of the Subdivision Code.

B. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fails or refuses to perform its site securing and restoration work in accordance with a demand made pursuant to Section 7.D of this Agreement, or fails or refuses to pay any amount demanded by the Village as and when required pursuant to this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village in its reasonable discretion may draw on and retain all or any of the

funds remaining in the Guarantee. The Village thereafter shall have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Letter of Credit or Surety Bond for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Letter of Credit and Surety Bond are insufficient to repay fully the Village for all costs and expenses, then the Developer shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

SECTION 13. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate or acceptance for the Development or the Improvements; (iii) the development, construction, maintenance or use of any portion of the Development or the Improvements; and (iv) the collection and distribution of amounts paid by the Developer pursuant to Sections 9 and 10 of this Agreement.

D. Defense Expense. The Developer shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Subsection 13.C of this Agreement.

SECTION 14. NATURE. SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding on Successors. All obligations assumed by the Developer under this Agreement shall be binding upon the Developer, upon any and all of the Developer's successors and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that all such successors, assigns and successor owners have notice of this Agreement and the obligations created by it, the Developer shall, from and after the Evidence of Title Date:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement with the Office of the Cook County Recorder of Deeds; and

2. Notify the Village in writing at least 30 days prior to any date upon which such party transfers a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement (excluding individual purchasers of Lots 1-68); and

3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any party not a party to this Agreement; and

4. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any party not a party to this Agreement, the transferee of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached to this Agreement as ***Exhibit I***, agreeing to be bound by the provisions of this Agreement *("**Transferee Assumption Agreement**')* and to provide the Village, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as the Village may require; provided, however, that the requirements stated in the three preceding clauses shall not apply to any contract for, or transfer of, an individual Lot or group of Lots for which all Improvements have been completed and approved and, where appropriate, accepted pursuant to Section 5 of this Agreement.

5. The Parties hereto recognize and agree that the Developer intends to transfer its contractual rights to purchase the parcels that comprise the Property to a single purpose entity owned and controlled by the Developer, which at the time of the execution of this Agreement, does not exist ("***Developer's Successor Entity***"). The parties agree that the Developer's Successor Entity will assume and undertake all obligations set forth herein regarding the construction, development and maintenance of the Residential Planned Development. Upon its creation, and prior to assuming the Developer's rights under the purchase contracts, the Developer will require the Developer's Successor Entity to execute a Transferee Assumption Agreement in the form set forth in Exhibit I. Upon a determination by the Village Manager and the Village Attorney that the Developer's Successor Entity is owned and controlled by the Developer, and that the Developer's Successor Entity has the authority to execute the required Transferee Assumption Agreement, the Village Manager is authorized to execute and accept a Transferee Assumption Agreement from the Developer's Successor Entity without further action of the Corporate Authorities.

B. **Limited Release of the Developer**. Subject to the terms and conditions of this Agreement, the Village agrees that this Agreement is transferable and assignable and that upon a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required herein, the personal liability of the Developer shall be released to the extent of the transferee's assumption of such liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by the provisions of this Agreement and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to the Developer.

SECTION 15. TERM.

The provisions of this Agreement shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Developer, the Village, and any of their respective legal representatives, grantees, successors, and assigns, from the date this Agreement is recorded and until the Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following such approval and acceptance, the Village agrees, upon written request of the Developer, to execute appropriate and recordable evidence of the termination of this Agreement. Notwithstanding anything to the contrary in this Section 15, the Developer's indemnity and defense obligations as set forth in Section 13 of this Agreement shall survive the termination of this Agreement.

SECTION 16. DEVELOPER REPRESENTATIONS, COVENANTS, AND WARRANTIES.

The Developer represents, warrants and covenants, as of the Effective Date, that::

1. the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois;

2. the Developer is the contract purchaser of the Property;

3. the person executing this Agreement on behalf of the Developer is and has been duly authorized to do so;

4. the Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and the Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of the Developer to perform its obligations under this Agreement;

5. the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer is now a party or by which the Developer is now or may become bound;

6. there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting the Developer which would impair its ability to perform under this Agreement;

7. the Developer, to the extent it elects to proceed with the construction of the Development, shall apply for or cause to be applied for, and upon receipt, thereafter, maintain or caused to be maintained, all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the Development as required by this Agreement; and

8. the Developer either has sufficient financial and economic resources or financing commitments necessary to implement and complete its obligations under this Agreement. The Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 17. VILLAGE REPRESENTATIONS, COVENANTS, AND WARRANTIES.

The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

SECTION 18. ENFORCEMENT.

The parties to this Agreement may, in law or in equity, by suit, action, mandamus or any other proceeding, including without limitation, specific performance, enforce or compel the performance of this Agreement: provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all Dwelling Units within the Property at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement after notice and an opportunity to cure as provided in Section 19. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 19. DEFAULT.

A. Events of Default by the Developer. The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Developer does not remedy the default, within 15 days after written notice from the Village.

2. Default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of the Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said 15 days and the Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said 15 days and the Developer, within said 15 days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet the Developer's obligations.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 14 of this Agreement.

8. The Developer abandons the construction of the Development on the Property. Abandonment shall be deemed to have occurred when, after the commencement of construction of the Development, the construction work stops for more than 60 days for any reason other than Uncontrollable Circumstances. The failure of the Developer to secure any approvals required for the Development or construction shall not be valid defenses to abandonment.

9. The Developer fails to comply with the Requirements of Law in relation to the construction of the Dwelling Units contemplated by this Agreement.

B. **Events of Default by the Village**. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within 15 days after written notice from the Developer.

2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within 15 days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default.

3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within 15 days after written notice from the Developer and in any event cures such default within 60 days after such notice, subject to Uncontrollable Circumstances.

C. Remedies for Default. In the case of a party's Event of Default under this Agreement:

1. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than 15 additional days unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

2. In the case of an Event of Default by the Developer occurring and continuing after the expiration of any applicable notice and cure period set forth in this Agreement, the Village may, and without prejudice to any other rights and remedies available to the Village, exercise any or all of the following options:

   a) if no building permits have been issued for the Development, the Village may require site restoration in accordance with the terms and provisions of Section 7.D of this Agreement;

   b) if one or more building permits have been issued for the Development, the Village may require demolition, removal, and restoration work in accordance with the terms and provisions of Section 7.D of this Agreement; or

   c) The Corporate Authorities may initiate the process for revocation of the Final Plan and Parking Relief Approval Ordinance, in accordance with the provisions of that Ordinance. In such case, revocation shall be without protest or objection by the Developer.

3. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

SECTION 20. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this

Section 19.A, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:

Steven M. Elrod
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60603

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

Gateway Northbrook Owner, LLC
c/o The Jacobs Companies, LLC
700 Osterman Avenue
Deerfield, IL 60015
kjacobs@thejacobscompanies.net

with a copy to:

Calvin A. Bernstein
Samuels & Bernstein
700 Osterman Avenue
Deerfield, IL 60015
cbernstein@sambernlaw.com

B. **Time of the Essence**. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. **Exhibits**. Exhibits A through J attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, Section 4.B of this Agreement shall control.

E. **Amendments and Modifications**. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by

all parties to this Agreement in accordance with all applicable statutory procedures.

F. **Governing Law**. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Changes in Laws**. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. **Non-Waiver**. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

I. **Severability**. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

[END OF TEXT - SIGNATURE PAGES FOLLOW]

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

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: Sandra E Flum
Its: Village President

ATTEST:

By:
Its: Village Clerk

DEVELOPER:

GATEWAY NORTHBROOK OWNER, LLC, a Delaware limited liability company

By: **JACOBS GATEWAY VENTURE, LLC**, an Illinois limited liability company, its Manager

By: **THE JACOBS COMPANIES, LLC**, an Illinois limited liability company, its Member

By:
Name: Keith B. Jacobs
Title: Authorized Representative

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on 4 day of DECEMBER 2017 by Sandra E. Frum, the Village President of the **VILLAGE OF NORTHBROOK,** an Illinois home rule municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

Signature of Notary

OFFICIAL SEAL
J. BUTCH
NOTARY PUBLIC, STATE OF ILLINOIS
Cook County
My Commission Expires August 27, 2019

SEAL
My Commission expires: 8.27.19

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on 27TH day of NOVEMBER 2017 by Keith B. Jacobs, the authorized representative of **THE JACOBS COMPANIES, LLC.**

Signature of Notary

SEAL
My Commission expires: 9-23-20

Official Seal
Robert J Wasserman
Notary Public State of Illinois
My Commission Expires 09/23/2020

CONSENT OF MORTGAGEE

_____, which is the holder of a mortgage dated as of _____, 20___, and recorded in the Office of the Cook County Recorder, Illinois on _____, 20___ as Document No. _____ encumbering the Property (as defined in the Subdivision and Development Agreement to which this Consent is attached), hereby consents to the recording of said Subdivision and Development Agreement and agrees that its lien shall be subject to the provisions of such Subdivision and Development Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on _____, 20__.

ATTEST: _____, a_____

By: _____ By:_____

Its: _____ Its:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20_, by _____, the _____ and _____, the _____, of _____, a _____, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20_.

_____
Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT LIST

Exhibit	Description
Exhibit A	Legal Description of Property
Exhibit B	Final Plat
Exhibit C	Final Engineering Plan
Exhibit D	Final Landscape Plan
Exhibit E	Site Plan
Exhibit F	Storm Water System Inspection and Maintenance Guidelines
Exhibit G	Form of Letter of Credit
Exhibit H	Forms of Performance and Payment Bonds
Exhibit I	Form of Transferee Assumption Agreement

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

1179 Shermer
LOT SEVEN (7) IN WEBER'S ADDITION TO SHERMERVILLE IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN: 04-10-301-016-0000
ADDRESS: 1179 Shermer Road, Northbrook, IL 60062

1183 Shermer
LOT 8 IN WEBER'S ADDITION TO SHERMERVILLE IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-015-0000
ADDRESS: 1183 Shermer Road, Northbrook, IL 60062

1199 Shermer
LOT 9 IN WEBER'S ADDITION TO SHERMERVILLE IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 04-10-301-01-0000
ADDRESS: 1199 Shermer Road, Northbrook, IL 60062

1205 Shermer
LOT 10 IN WEBER'S ADDITION TO SHERMERVILLE IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-013-0000
ADDRESS: 1205 Shermer Road, Northbrook, IL

1229 Shermer
LOT 11 IN WEBER'S ADDITION TO SHERMERVILLE IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-012-0000
ADDRESS: 1229 Shermer Road, Northbrook, IL

1235 Shermer
THE NORTH 1/2 OF LOT 12 IN WEBER ' S ADDITION TO SHERMERVILLE, IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-011-0000
ADDRESS: 1235 Shermer Road, Northbrook, IL

1239 Shermer
THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 LYING BETWEEN THE SOUTHWESTERLY LINE OF WEBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT 17 IN ASSESSOR'S SUBDIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1903 AS DOCUMENT NUMBER 3440449, IN BOOK 84 OF PLATS, PAGE 37, AND A LINE PARALLEL WITH AND 57.59 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE SAID SOUTHWESTERLY LINE OF WEBER'S ADDITION TO SHERMERVILLE AND LYING BETWEEN THE SOUTHEASTERLY LINE OF SHERMER AVENUE AND THE SOUTHEASTERLY LINE EXTENDED OF LOTS 1 TO 11 IN SAID WEBER'S ADDITION TO SHERMERVILLE (SAID SOUTHEASTERLY LINE EXTENDED OF SAID LOTS 1 TO 11 INTERSECTING THE SOUTHWESTERLY LINE OF SAID WEBER'S ADDITION TO SHERMERVILLE AT A POINT 330 FEET SOUTHEASTERLY OF, MEASURED ON SAID SOUTHWESTERLY LINE, THE CENTER LINE OF SHERMER AVENUE), NORTHBROOK, COOK COUNTY, ILLINOIS.

PIN: 04-10-301-041-0000
04-10-301-048-0000

ADDRESS: 1239 Shermer Road, Northbrook, IL

1249 Shermer
THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 LYING BETWEEN A LINE PARALLEL WITH AND 60.69 FEET, SWLY OF (MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINT OF WEBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT 17 IN ASSESSOR'S SUBDIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1903 AS DOCUMENT NUMBER 3440449, IN BOOK 84 OF PLATS, PAGE 37, AND A LINE PARALLEL WITH AND 143.59 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE SAID SOUTHWESTERLY LINE OF WEBER'S ADDITION TO SHERMERVILLE AND LYING BETWEEN THE SOUTHEASTERLY LINE OF SHERMER AVENUE AND THE SOUTHEASTERLY LINE EXTENDED OF LOTS 1 TO 11 IN SAID WEBER'S ADDITION TO SHERMERVILLE (SAID SOUTHEASTERLY LINE EXTENDED OF SAID LOTS 1 TO 11 INTERSECTING THE SOUTHWESTERLY LINE OF SAID WEBER'S ADDITION TO SHERMERVILLE AT A POINT 330 FEET SOUTHEASTERLY OF, MEASURED ON SAID SOUTHWESTERLY LINE, THE CENTER LINE OF SHERMER AVENUE), IN THE VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-047-0000
ADDRESS: 1249 Shermer Road, Northbrook, IL

1251 Shermer
THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN A LINE PARALLEL WITH AND 143.59 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF WEBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT 17 IN ASSESSOR'S DIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1903 AS DOCUMENT NUMBER 3440449 IN BOOK 84 OF PLATS, PAGE 37, AND A LINE PARALLEL WITH AND

230.38 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE SAID SOUTHWESTERLY LINE OF SAID WEBER'S ADDITION TO SHERMERVILLE, AND LYING BETWEEN THE SOUTHEASTERLY LINE OF SHERMER AVENUE, AND THE SOUTHEASTERLY LINE, EXTENDED OF LOTS 1 TO 11 IN SAID WEBER'S ADDITION TO SHERMERVILLE, SAID SOUTHEASTERLY LINE, EXTENDED OF SAID LOTS 1 TO 11, INTERSECTING THE SOUTHWESTERLY LINE OF SAID WEBER'S ADDITION TO SHERMERVILLE AT A POINT 330 FEET SOUTHEASTERLY OF, MEASURED ON SAID SOUTHWESTERLY LINE, THE CENTER LINE OF SHERMER AVENUE, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-301-046-0000
ADDRESS: 1251 Shermer Road, Northbrook, IL

1275 Shermer
PARCEL 1:
LOT 1 (EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE THEREOF FROM A POINT 303.63 FEET NORTHWESTERLY AS MEASURED ON SAID NORTHEASTERLY LINE OF THE NORTHWESTERLY LINE OF CHAPEL COURT) IN GEORGE A. KIEST'S SUBDIVISION OF BLOCKS 2 AND 4 IN SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 1801047 IN COOK COUNTY, ILLINOIS

PARCEL 2:
BLOCK 4 IN GEORGE A. KIEST'S SUBDIVISION OF BLOCKS 2 AND 4 IN THE SUBDIVISION OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK 4 THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE THEREOF 309.08 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE SOUTHEASTERLY LINE OF SAID BLOCK TO THE NORTHEASTERLY LINE THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID BLOCK TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS LOT 1 IN ORSCHEL'S RESUBDIVISION OF THE NORTH 1/2 OF LOT 1 AND PART OF BLOCK 4 IN GEORGE A. KIEST'S SUBDIVISION IN THE WEST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 23944215

PIN: 04-10-301-071-0000
ADDRESS: 1275 Shermer Road, Northbrook, IL

THE PREMISES COMMONLY KNOWN AS:
1179 SHERMER ROAD, PIN: 04-10-301-016
1183 SHERMER ROAD, PIN: 04-10-301-015
1199 SHERMER ROAD, PIN: 04-10-301-014
1205 SHERMER ROAD, PIN: 04-10-301-013
1229 SHERMER ROAD, PIN: 04-10-301-012
1235 SHERMER ROAD, PIN: 04-10-301-011
1239 SHERMER ROAD, PIN: 04-10-301-041 &
& PIN: 04-10-301-048
1249 SHERMER ROAD, PIN: 04-10-301-047
1251 SHERMER ROAD, PIN: 04-10-301-046
1275 SHERMER ROAD, PIN: 04-10-301-071
NORTHBROOK, IL 60062

PARCEL AREA = 232,771 S.F.
(5.344 ACRES)

FINAL PLAT
OF
GATEWAY

"BEING A RESUBDIVISION OF"
THAT PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNERS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE JACOBS COMPANIES, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPTS THIS PLAT OF CONSOLIDATION; ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES, DEDICATES THE ROADS, STREETS, ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE; AND ESTABLISHES ANY OTHER EASEMENTS SHOWN THEREON.

OWNER:_____

ADDRESS:_____

NOTARY'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I,_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS_____DAY OF_____A.D. 20____.

NOTARY PUBLIC:_____

MY COMMISSION EXPIRES:_____

VILLAGE PRESIDENT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS THIS_____DAY OF _____, A.D. 20____.

BY:_____
VILLAGE PRESIDENT

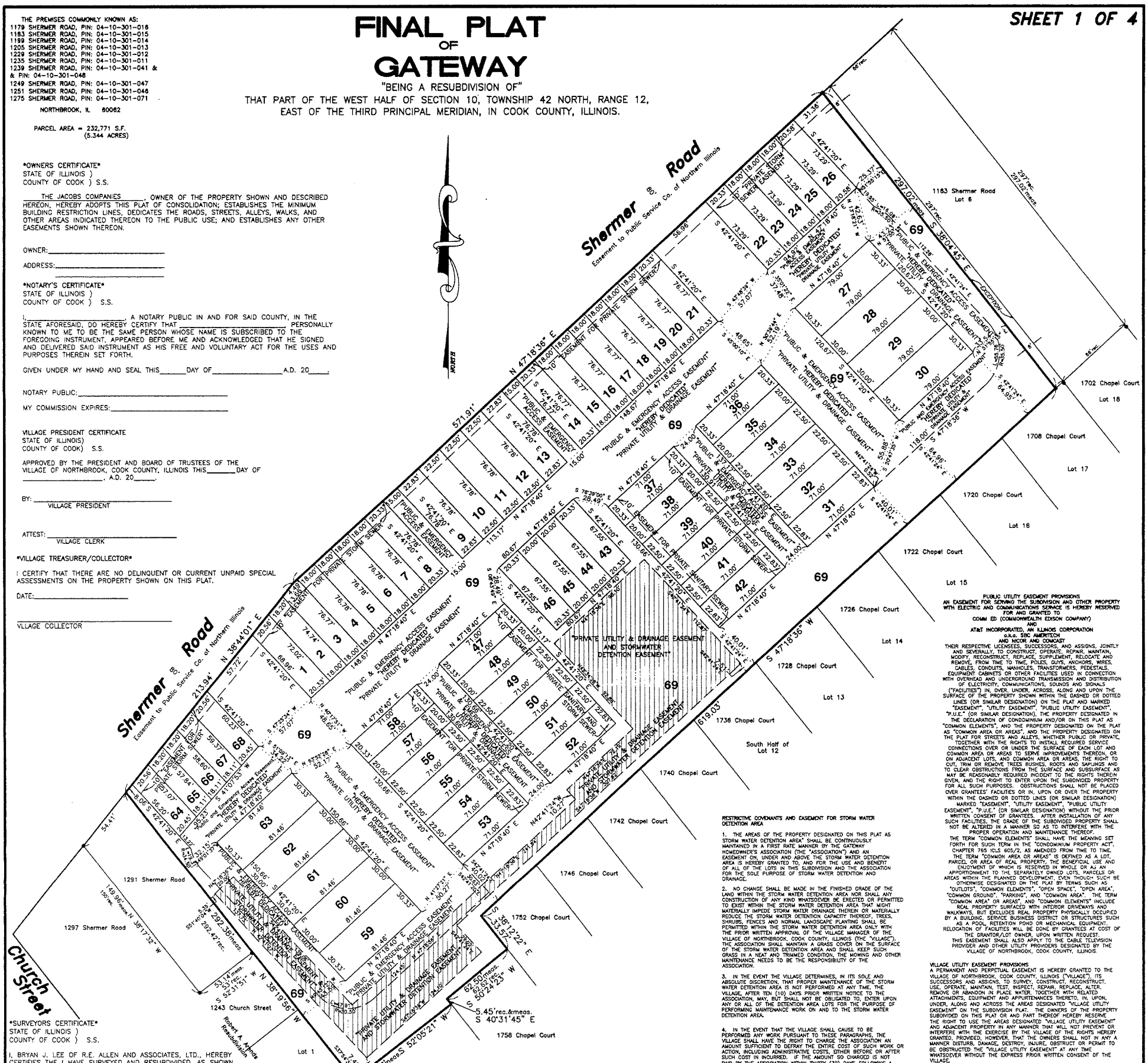
ATTEST:_____
VILLAGE CLERK

VILLAGE TREASURER/COLLECTOR

I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THIS PLAT.

DATE:_____

_____
VILLAGE COLLECTOR


Shermer Road
80' Easement to Public Service Co. of Northern Illinois
N 38°44'01" E
213.94'
571.91'
N 47°18'36" E
S 47°18'36" W
619.03'
297.02' rec.
297.02' meas.
S 38°04'45" E
1183 Shermer Road
Lot 6
1702 Chapel Court
Lot 18
1708 Chapel Court
Lot 17
1720 Chapel Court
Lot 16
1722 Chapel Court
Lot 15
1726 Chapel Court
Lot 14
1728 Chapel Court
Lot 13
1736 Chapel Court
South Half of Lot 12
1740 Chapel Court
1742 Chapel Court
1746 Chapel Court
1752 Chapel Court
1758 Chapel Court
1804 Chapel Court
1247 Church Street
1243 Church Street
1297 Shermer Road
1291 Shermer Road
Church Street
"PRIVATE UTILITY & DRAINAGE EASEMENT AND STORMWATER DETENTION EASEMENT"
"PUBLIC & EMERGENCY ACCESS EASEMENT" "HEREBY DEDICATED" "PRIVATE UTILITY & DRAINAGE EASEMENT"
"PUBLIC ACCESS & EMERGENCY EASEMENT"
"PUBLIC & EMERGENCY ACCESS EASEMENT" "HEREBY DEDICATED" PRIVATE UTILITY & DRAINAGE EASEMENT

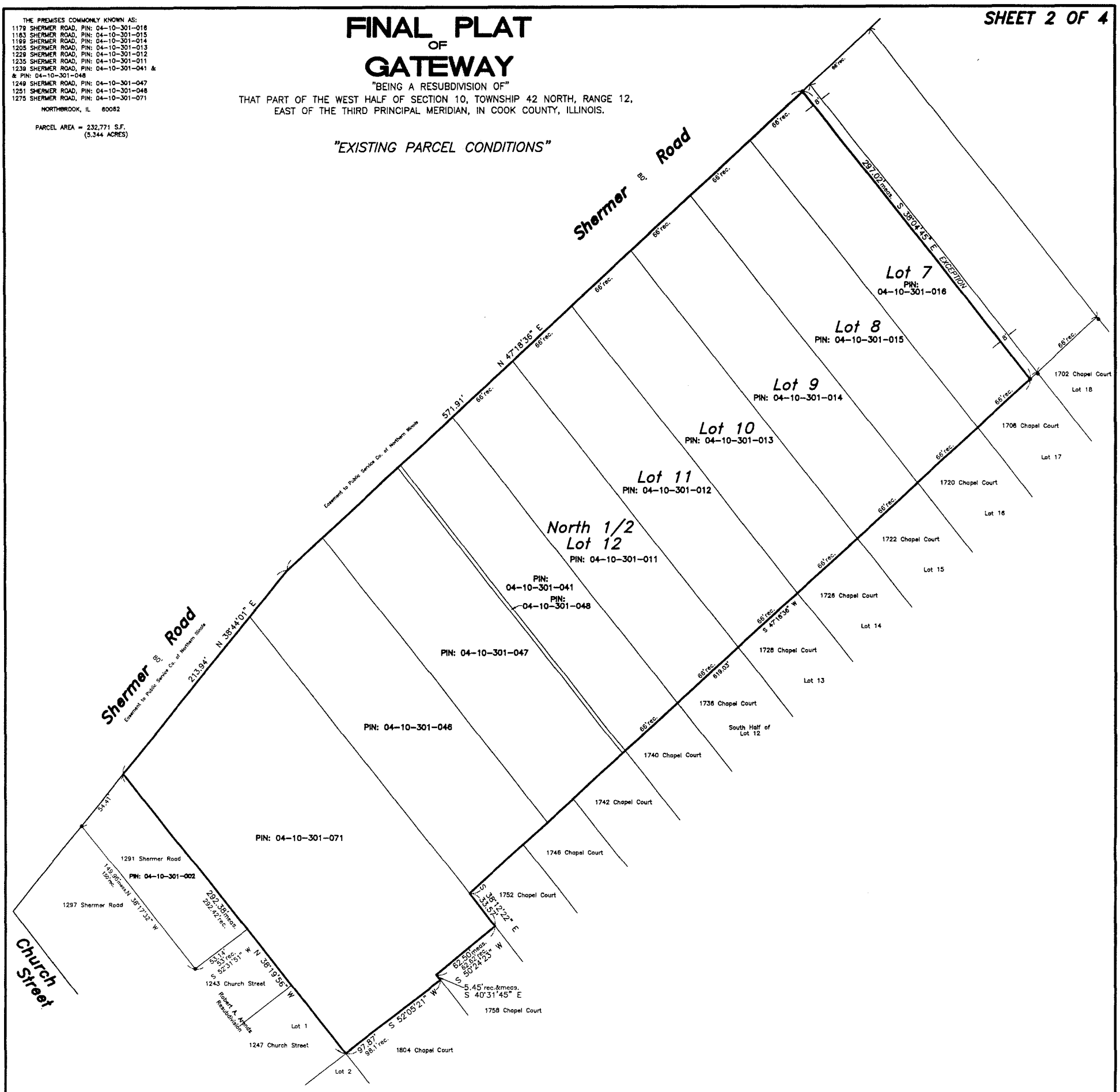
THE PREMISES COMMONLY KNOWN AS:
1179 SHERMER ROAD, PIN: 04-10-301-016
1183 SHERMER ROAD, PIN: 04-10-301-015
1189 SHERMER ROAD, PIN: 04-10-301-014
1205 SHERMER ROAD, PIN: 04-10-301-013
1229 SHERMER ROAD, PIN: 04-10-301-012
1235 SHERMER ROAD, PIN: 04-10-301-011
1239 SHERMER ROAD, PIN: 04-10-301-041 &
& PIN: 04-10-301-048
1249 SHERMER ROAD, PIN: 04-10-301-047
1251 SHERMER ROAD, PIN: 04-10-301-046
1275 SHERMER ROAD, PIN: 04-10-301-071
NORTHBROOK, IL 60062

PARCEL AREA = 232,771 S.F.
(5.344 ACRES)

FINAL PLAT
OF
GATEWAY

"BEING A RESUBDIVISION OF"
THAT PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"EXISTING PARCEL CONDITIONS"



GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
File No. 152-14
F16214 FINAL.DWG

FIELDWORK COMPLETED: 04-29-2015
CLIENT NAME: Pearson, Brown and Associates, Inc.
ADDRESS: 1850 W. Winchester Road, Suite 205
Libertyville, IL 60048
NOTES:

PLAT IS VOID if the Impressed Surveyors Seal does not appear.

Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

THE PREMISES COMMONLY KNOWN AS:
1179 SHERMER ROAD, PIN: 04-10-301-016
1183 SHERMER ROAD, PIN: 04-10-301-015
1199 SHERMER ROAD, PIN: 04-10-301-014
1205 SHERMER ROAD, PIN: 04-10-301-013
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1235 SHERMER ROAD, PIN: 04-10-301-011
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& PIN: 04-10-301-048
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1251 SHERMER ROAD, PIN: 04-10-301-046
1275 SHERMER ROAD, PIN: 04-10-301-071
NORTHBROOK, IL 60062

PARCEL AREA = 232,771 S.F.
(5.344 ACRES)

FINAL PLAT
OF
GATEWAY
EXHIBIT OF EASEMENTS

"BEING A RESUBDIVISION OF"
THAT PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"PRIVATE UTILITY AND DRAINAGE EASEMENTS" HEREBY DEDICATED

"PUBLIC AND EMERGENCY ACCESS EASEMENT" HEREBY DEDICATED

Shermer Road 80'

NORTH

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
File No. 162-14
F16214 FINAL EASEMENTS.DWG

OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR UTILITIES
WITH THE EXCEPTION OF THOSE UTILITIES THAT ARE FORMALLY APPROVED AND ACCEPTED BY THE VILLAGE OF NORTHBROOK BY RESOLUTION DULY ADOPTED, ALL UTILITIES TO BE CONSTRUCTED ON THE PROPERTY DEPICTED ON THIS PLAT INCLUDING THE SANITARY SEWER SYSTEM AND STORM SEWER SYSTEM, SHALL BE OWNED, MAINTAINED, REPAIRED, AND REPLACED BY THE GATEWAY HOMEOWNER'S ASSOCIATION. THE POTABLE WATER SYSTEM WILL BE ACCEPTED AND OWNED BY THE VILLAGE OF NORTHBROOK. NOTWITHSTANDING THE ACCEPTANCE OF THE WATER SYSTEM BY THE VILLAGE, THE PRIMARY RESPONSIBILITY FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE WATER SYSTEM WILL REMAIN WITH THE GATEWAY HOMEOWNER'S ASSOCIATION (THE "ASSOCIATION"), ITS SUCCESSORS AND ASSIGNS, AND BE CONDUCTED AS NECESSARY AT THE ASSOCIATION'S SOLE COST AND EXPENSE. THIS OBLIGATION TO MAINTAIN, REPAIR, AND REPLACE THE WATER SYSTEM SHALL RUN WITH THE PROPERTY AND BE BINDING ON THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS. THE ASSOCIATION SHALL BE REQUIRED TO MEMORIALIZE THIS MAINTENANCE OBLIGATION IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS THAT WILL GOVERN THE DEVELOPMENT OF THIS PROPERTY.

FIELDWORK COMPLETED: 04-29-2015
CLIENT NAME: Pearson, Brown and Associates, Inc.
ADDRESS: 1850 W. Winchester Road, Suite 205
Libertyville, IL 60048
NOTES:
PLAT IS VOID if the impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

THE PREMISES COMMONLY KNOWN AS:
1179 SHERMER ROAD, PIN: 04-10-301-016
1183 SHERMER ROAD, PIN: 04-10-301-015
1199 SHERMER ROAD, PIN: 04-10-301-014
1205 SHERMER ROAD, PIN: 04-10-301-013
1229 SHERMER ROAD, PIN: 04-10-301-012
1239 SHERMER ROAD, PIN: 04-10-301-011
1239 SHERMER ROAD, PIN: 04-10-301-041 &
& PIN: 04-10-301-048
1249 SHERMER ROAD, PIN: 04-10-301-047
1251 SHERMER ROAD, PIN: 04-10-301-046
1275 SHERMER ROAD, PIN: 04-10-301-071
NORTHBROOK, IL 60062

PARCEL AREA = 232,771 S.F.
(5.344 ACRES)

FINAL PLAT
OF
GATEWAY
EXHIBIT OF EASEMENTS

"BEING A RESUBDIVISION OF"
THAT PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"EASEMENT FOR PRIVATE STORM SEWER" HEREBY DEDICATED

"PRIVATE UTILITY AND DRAINAGE EASEMENT AND STORMWATER DETENTION EASEMENT" HEREBY DEDICATED

Sherman Road 80'

N 38°44'01" E 213.94'

N 47°18'36" E 571.91'

S 38°12'22" E 33.57'

S 50°24'23" W 62.50'

S 52°05'21" W 97.87'

N 36°19'56" W 292.38'

S 38°04'45" E 297.02'

S 47°18'36" W 619.03'

N 42°41'24" W 10.21'

N 47°18'40" E 7.01'

S 42°41'24" E 7.61'

S 42°34'28" E 92.86'

S 47°18'36" W 112.85'

N 42°41'24" W 58.10'

N 47°18'36" E 72.19'

N 47°18'36" E 241.54'

S 42°41'24" E 29.02'

S 47°18'36" W 124.10'

N 47°18'36" E 20.00'

S 42°41'24" E 139.06'

N 42°41'27" W 177.87'

S 01°40'04" W 5.35'

S 37°43'39" E 7.46'

N 47°18'36" E 307.92'

69

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68

"PRIVATE STORM SEWER" EASEMENT

10' EASEMENT FOR PRIVATE SANITARY SEWER

"PRIVATE UTILITY & DRAINAGE EASEMENT AND STORMWATER DETENTION EASEMENT"

NORTH

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
File No. 162-14
F16214 FINAL EASEMENTS.DWG

OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR UTILITIES
WITH THE EXCEPTION OF THOSE UTILITIES THAT ARE FORMALLY APPROVED AND ACCEPTED BY THE VILLAGE OF NORTHBROOK BY RESOLUTION DULY ADOPTED, ALL UTILITIES TO BE CONSTRUCTED ON THE PROPERTY DEPICTED ON THIS PLAT INCLUDING THE SANITARY SEWER SYSTEM AND STORM SEWER SYSTEM, SHALL BE OWNED, MAINTAINED, REPAIRED, AND REPLACED BY THE GATEWAY HOMEOWNER'S ASSOCIATION. THE POTABLE WATER SYSTEM WILL BE ACCEPTED AND OWNED BY THE VILLAGE OF NORTHBROOK. NOTWITHSTANDING THE ACCEPTANCE OF THE WATER SYSTEM BY THE VILLAGE, THE PRIMARY RESPONSIBILITY FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE WATER SYSTEM WILL REMAIN WITH THE GATEWAY HOMEOWNERS'S ASSOCIATION (THE "ASSOCIATION"), ITS SUCCESSORS AND ASSIGNS, AND BE CONDUCTED AS NECESSARY AT THE ASSOCIATION'S SOLE COST AND EXPENSE. THIS OBLIGATION TO MAINTAIN, REPAIR, AND REPLACE THE WATER SYSTEM SHALL RUN WITH THE PROPERTY AND BE BINDING ON THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS. THE ASSOCIATION SHALL BE REQUIRED TO MEMORIALIZE THIS MAINTENANCE OBLIGATION IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS THAT WILL GOVERN THE DEVELOPMENT OF THIS PROPERTY.

FIELDWORK COMPLETED: 04-29-2015
CLIENT NAME: Pearson, Brown and Associates, Inc.
ADDRESS: 1850 W. Winchester Road, Suite 205
Libertyville, IL 60048

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Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

EXHIBIT C

FINAL ENGINEERING PLAN

A copy of the Gateway Final Engineering Plan, prepared by Pearson, Brown & Associates, with most recent revision date of April 7, 2017, consisting of 21 sheets, is on file with the Village Clerk of the Village of Northbrook and available for inspection at 1225 Cedar, Northbrook, Illinois 60062.

EXHIBIT D

FINAL LANDSCAPE PLAN

A copy of the Final Landscape Plan prepared by Tree & Timber Inc., with the most recent revision date of March 28, 2017, consisting of one sheet, is on file with the Village Clerk of the Village of Northbrook and available for inspection at 1225 Cedar, Northbrook, Illinois 60062.

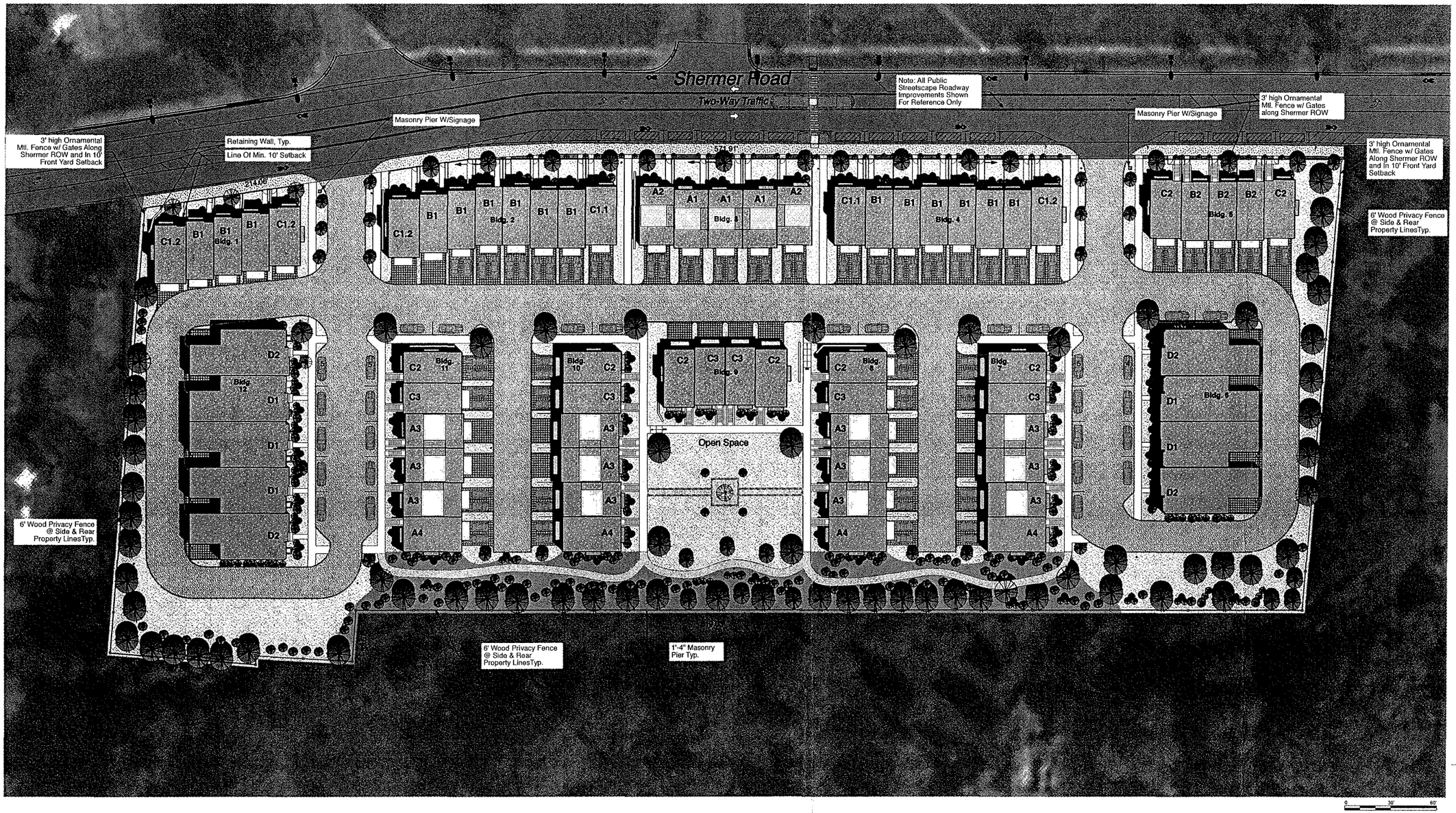
EXHIBIT E

SITE PLAN

A1

Illustrative Architectural Site Plan
Scale: 1" = 30'

True North | Project North



The Jacobs Companies LLC.
developer

PAPPAGEORGE HAYMES

pappageorgehaymes partners
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4/7/17
P/H # 142274

These plans are schematic and are subject to further refinement for compliance with code requirements, life safety requirements and coordination with existing systems.

Gateway Townhomes

Northbrook, IL

A2

Architectural Site Plan - Dimensioned

Scale: 1" = 30'

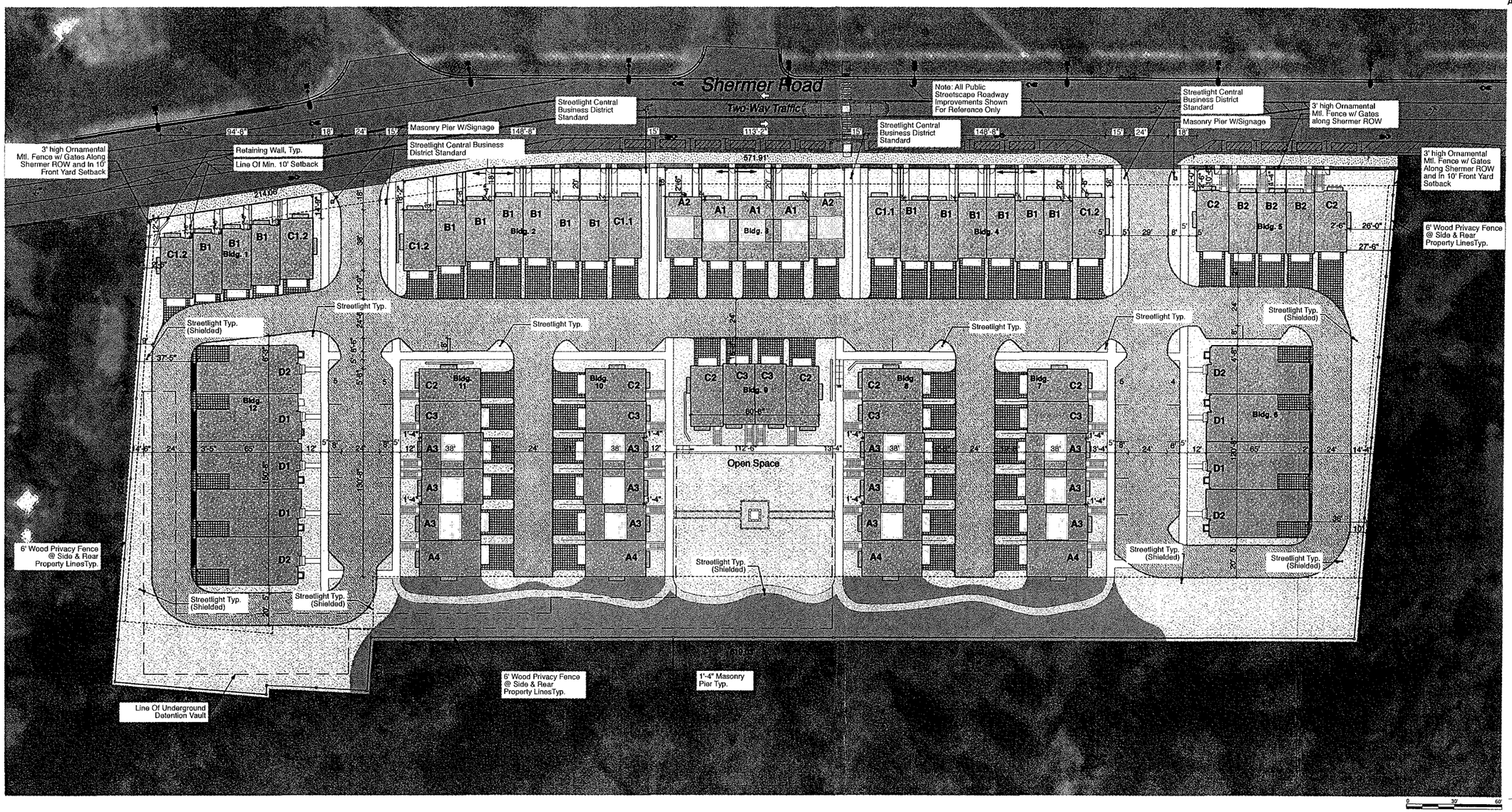
True North

Project North

68 Units

109 Offstreet Guest Parking Spaces

0.95 Acre Open Space



The Jacobs Companies LLC.

developer

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4/7/17

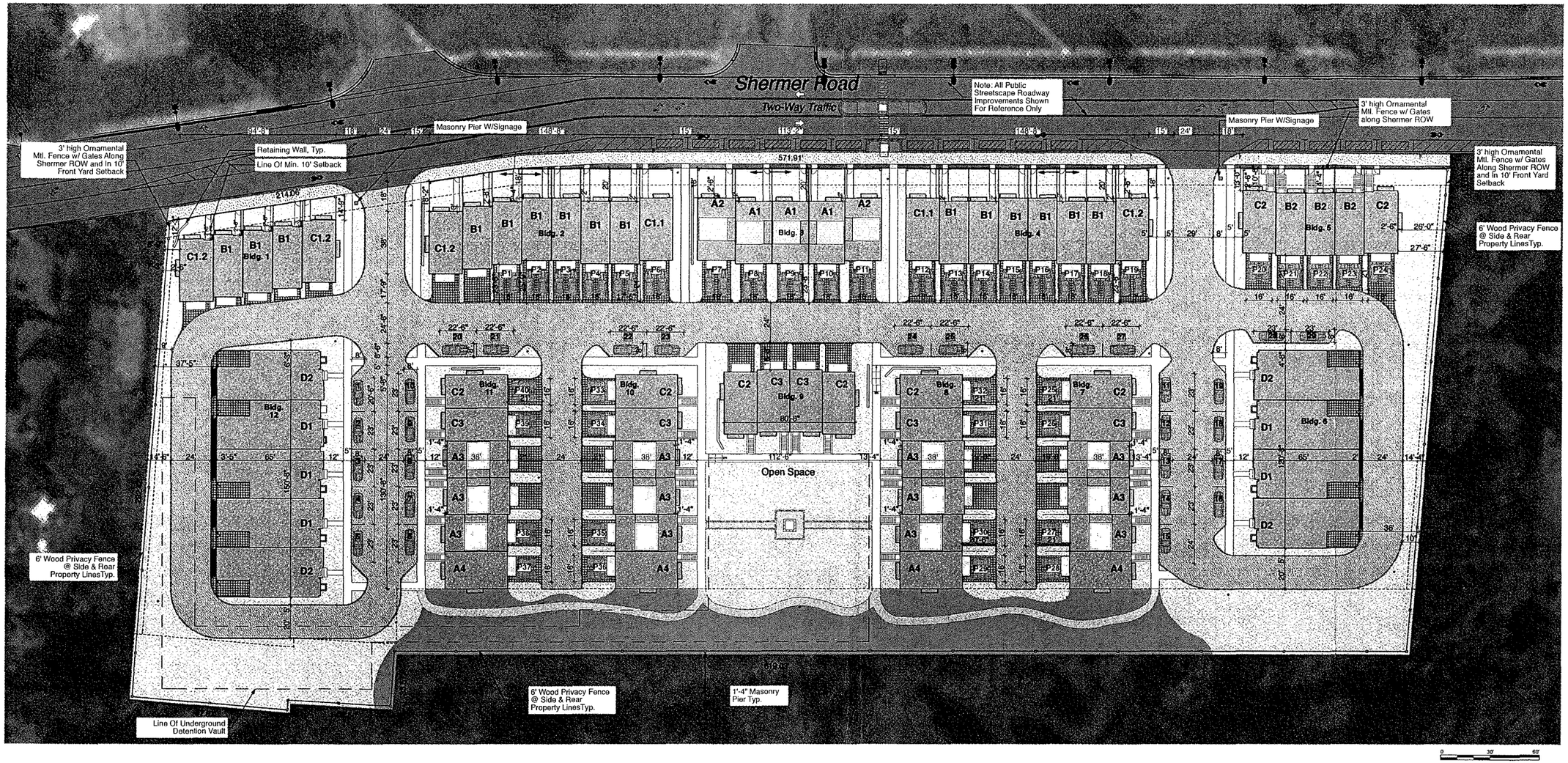
P/H # 142274

These plans are the property of the Architect and may not be used for purposes other than those intended by the Architect without the written consent of the Architect.

A3

Parking Plan
Scale: 1" = 30'

True North / Project North



VGRC Zoning District

Bulk, Space and Yard Requirements
Townhouse Dwellings / Planned Development

Parking Standards	Ordinance	Requirement	Provided
1.) Off Street Resident and Guest	3.5 / Per DU	238 Spaces	*243 Spaces
2.) Individual Townhome	2 / Per Individual DU	136 Spaces	136 Spaces
3.) General Public Surface Or On-Street	0.5 / Per DU	34 Spaces	**29 Spaces

* (68 Total Dwelling Units)
136 Individual Garage Space
80 Offstreet Townhome Driveway Guest Spaces
29 Offstreet General Public
245 Total Parking Spaces Provided

**Waiver applied

The Jacobs Companies LLC.
developer

PAPPAGEORGE HAYMES
pappageorgehaymes partners
www.pappageorgehaymes.com

4/7/17
P/H # 142274

These plans are schematic and are subject to further refinement for compliance with code required building, life safety improvements and coordination with building systems.

EXHIBIT F

STORM WATER FACILITY INSPECTION AND MAINTENANCE PLAN

Gateway Townhomes (1179-1275 Shermer Road)
StormTrap Storm Water System Inspection and Maintenance Guidelines

1. Introduction

Regular inspections are required to ensure that the storm water detention system installed on the Property ("***System***") is functioning as designed. Prior to entry into any underground storm sewer or underground detention systems, appropriate OSHA and local safety regulations and guidelines should be followed.

2. Mandatory Inspection Schedule

The Gateway Townhomes Homeowners' Association ("***Association***") must ensure that the following inspections of the System are conducted:

A. One annual inspection in September of each year. Association is required to notify Village Engineer in writing two weeks in advance of inspection. Village Engineer will have right to send an employee to monitor

B. Mandatory inspection after any rainfall totaling 1 inch or more during a 24 hour period.

3. Inspection Process

Inspections should be conducted at least two to three (2-3) days after the most recent rainfall event to allow for draining of the Vault. Visually inspect the System at all manhole locations. Utilizing a sediment pole, measure and document the amount of silt at each manhole location. Inspect each pipe opening to ensure that the silt level or any foreign objects are not blocking the pipes. Be sure to inspect the outlet pipe because this is typically the smallest pipe in the System. It is common that most of the larger materials will be collected upstream of the System in catch basins, and it is therefore important at time of inspections to check these structures for large trash or blockages.

Remove any blockages during the inspection process only if you can do so safely from the top of the System without entering into the System. **Do not go into the System under any circumstances** without proper ventilation equipment and training. Pass any information requiring action onto the appropriate maintenance personnel if you cannot remove the blockages from above during the inspection process. Be sure to describe the location of each manhole and the type of material that needs to be removed.

The sediment level of the System shall be measured and recorded during the inspection process. Recording the sediment level at each manhole is important in order get a history of sediment that can be graphed over time (i.e. years) in order to estimate when the System will need to be maintained next. Keep these records to verify that the inspection process was performed.

The sediment level in the underground detention system can be determined from the outside of the System by opening all the manholes and using a sediment pole to measure the amount of sediment at each location. Force the stick to the bottom of the System and then remove it and measure the amount of sediment at that location.

4. When to Clean the System

Any blockages should be safely removed as soon as practical so that the System will fill and drain properly before the next rainfall/storm water accumulation event.

The dry detention system shall be completely cleaned whenever the sediment occupies more than 10% of the originally designed system's volume

5. How to Clean the StormTrap

The System shall be completely cleaned so as to restore 100% of the originally designed storage volume whenever the above sediment levels have been reached. Wait at least three (3) days after a rainfall/storm water accumulation event to be sure that the System is completely drained.

Do not enter the System unless you are properly trained, equipped, and qualified to enter a confined space as identified by local occupational safety and health regulations.

Dry Detention System Cleaning

Maintenance should be performed using a vacuum truck. Sediment should be flushed towards a vacuum hose for thorough removal. Properly trained personnel will need to enter the Vault to flush debris from each section. When finished, replace all covers that were removed and dispose of the collected material properly.

6. Evidence of Inspection

Maintaining records and proof of all inspections is the responsibility of the Association. All inspection reports and data should be kept on site or at a location where they will be accessible for all rain events and annual inspections. All inspections reports shall be forwarded to the attention of the Village Engineer. All rain event inspections shall include a (a) Maintenance Inspection Log (see form attached as ***Exhibit 1***), (b) a signed letter by the inspection company with a brief description of the inspection including the date of the last inspection, (c) the date of the last 1" rain event, and (d) the depth of debris found in the vault and catch basins. The annual inspection shall include everything listed in the rain event inspection along with a video inspection of all System sections including depth checks on video. Properly trained personnel will need to enter the vault to conduct video inspection and depth checks.

EXHIBIT 1
FORM OF INSPECTION AND MAINTENANCE LOG

Date	Depth of Sediment	Accumulated Trash	Maintenance Performed	Maintenance Personnel	Comments/Location
	3"	None	Sediment Removal/Vac	B. Johnson	

EXHIBIT G

FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE:_____

_____
[Name of Bank]

_____
[Address]

TO: Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of _____
(the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____
Credit No. _____ Dated: _____"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the Village of Northbrook and Gateway Northbrook Owner, LLC (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the Village of Northbrook and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial

Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

_____	_____
[Signature of Bank Officer]	[Signature of Bank Officer]
_____	_____
[Officer's Title]	[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Agreement dated _____, 20___ by and between the Village and Gateway Northbrook Owner, LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the Village and Gateway Northbrook Owner, LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
Village Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Agreement dated _____, 20____ by and between the Village and Gateway Northbrook Owner, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Agreement dated _____, 20____ by and between the Village and Gateway Northbrook Owner, LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
Village Manager

EXHIBIT H

FORMS OF PERFORMANCE AND PAYMENT BONDS

VILLAGE OF NORTHBROOK
GATEWAY TOWNHOMES SUBDIVISION
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **GATEWAY NORTHBROOK OWNER, LLC,** [***INSERT ADDRESS***], as Principal, hereinafter called Owner, and [***FULL NAME AND ADDRESS OF SURETY***], as Surety, a corporation organized and existing under the laws of the State of [***INCORPORATION***], hereinafter called Surety, are held and firmly bound unto the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, hereinafter called the Village, as Obligee, in the full and just sum of [***REQUIRED AMOUNT***] Dollars ($[***REQUIRED AMOUNT***]), for the payment of which sum of money well and truly to be made, Owner and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by the Village by reason of Owner's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred by the Village in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Owner has entered into a written agreement with the Village dated [***DATE OF AGREEMENT***], entitled "Subdivision and Development Agreement By and Between the Village of Northbrook and Gateway Northbrook Owner, LLC", hereinafter called the Agreement, by and pursuant to which Owner has assumed the obligation to construct and install certain improvements as required by that Agreement for the development of the Gateway Townhomes Development, hereinafter called the Development, the terms and conditions of which Agreement are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Owner shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Owner under the Agreement relating to the construction of the improvements described therein, including, but not limited to, Owner's obligations under the Agreement: (1) to provide, perform and complete at the Development and in the manner specified in the Agreement all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the construction, installation and completion of the improvements required in the Agreement; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes; (4) to do all other things required of Owner by the Agreement; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Agreement; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or to the terms of said Agreement; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; or in or to Owner-furnished facilities, equipment, material, service or sites; shall in any way release Owner and Surety or either of them, or any of their successors or assigns, or affect the obligations of Surety on this bond, all notice of

VILLAGE OF NORTHBROOK
GATEWAY TOWNHOMES SUBDIVISION
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **GATEWAY NORTHBROOK OWNER, LLC, ,** [***INSERT***], as Principal, hereinafter called Owner, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called the Village, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[REQUIRED AMOUNT]*** Dollars ($***[REQUIRED AMOUNT]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Owner and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Owner has entered into a written agreement dated ***[DATE OF AGREEMENT]***, entitled "Subdivision and Development Agreement By and Between the Village of Northbrook and Gateway Northbrook Owner, LLC", hereinafter called the Agreement, by and pursuant to which Owner has assumed the obligation to construct and install certain improvements as required by that Agreement for the development of the Gateway Townhomes Development, hereinafter called the Development, the terms and conditions of which Agreement are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Owner shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Owner's obligations under the Agreement: (1) to provide, perform and complete at the Subdivision and in the manner specified in the Agreement all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the construction, installation and completion of the Public Improvements required by and described in the Agreement; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes; (4) to do all other things required of Owner by the Agreement; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Agreement; all of which is herein referred to as the "Work", whether or not any of said Work enters into and becomes component parts of the improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Owner or with a subcontractor of Owner to provide, perform or complete any part of the Work.

Owner and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant,

EXHIBIT I

TRANSFEREE ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 20__, by, between and among [OWNER] ("***Owner***"), [TRANSFEREE] ("***Transferee***") and the Village of Northbrook, Illinois, an Illinois home rule municipal corporation ("***Village***").

W I T N E S S E T H:

WHEREAS, pursuant to that certain real estate sale contract dated _____ 20__, the Transferee agreed to purchase from the Owner certain real property situated in Cook County, Illinois and legally described in ***Exhibit A*** attached hereto and by this reference incorporated herein and made a part hereof ("***Property***"); and

WHEREAS, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Subdivision and Development Agreement dated _____, 20____ by and between the Village of Northbrook and Gateway Northbrook Owner, LLC ("***Developer***") and recorded in the Office of the Cook County Recorder on _____ 20____, as Document No. _____, as amended from time to time ("***Subdivision Agreement***");

NOW, THEREFORE, in consideration of the agreement of the Owner and Developer to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, the Developer and the Transferee as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the Developer of the Property.

3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 12 of the Subdivision Agreement. Upon execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security to the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.

4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Subdivision Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner and Developer from any personal liability for failure to comply with the terms, requirements and obligations of the Subdivision Agreement.

6. Trustee Exculpation. This Agreement is executed by [Bank], not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by [Bank] are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants, conditions and/or statements contained in this Agreement. Any such liability shall be asserted instead against [the property contained in Trust Number _____ or the beneficiaries thereof or against] the other signatories hereof or their successors.]

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ATTEST:

VILLAGE OF NORTHBROOK

_____
Village Clerk

By: _____
Village President

ATTEST:

_____

By: _____

ATTEST:

[DEVELOPER]

_____

By: _____

ATTEST:

[TRANSFEREE]

By: _____

_____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

My Commission expires:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 200__, by _____, President of **TRANSFEREE**, and _____, Secretary of said _____ _____.

_____
Signature of Notary

SEAL

My Commission expires:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____, President of **NAME OF OWNER OR OWNERS**, as **NATURE OF OWNERSHIP**.

_____
Signature of Notary

SEAL

My Commission expires:

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____, President of **DEVELOPER**, and _____, Secretary of said _____ _____.

_____
Signature of Notary

SEAL

My Commission expires:

_____

EXHIBIT J

Resolution 2017-65

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

A Resolution Approving a Subdivision and Development Agreement with the Jacobs Companies, LLC (Gateway Townhomes – 1179-1275 Shermer Road) (Plan Commission Docket No. 16-18)

is hereby adopted, as follows:

Section 1. RECITALS.

Jacobs Companies, LLC ("***Developer***") is the contract purchaser of those ten parcels of property commonly known as 1179-1275 Shermer Road (collectively, the "***Property***"). The Property is currently located within the Village's C-1 Specialty Commercial District. The Developer desires to develop the Property as a residential planned development consisting of 68 rowhouse-style townhomes ("***Residential Planned Development***").

On April 26, 2016, the President and the Board of Trustees ("***Corporate Authorities***") adopted the following ordinances and resolution associated with Docket No. PCD-15-19:

i. Ordinance No. 2016-26: An Ordinance Amending the Zoning Code to Create the New Village Green Residential and Commercial (VGRC) District;

ii. Ordinance No. 2016-27: An Ordinance Rezoning the Property to the VGRC District and Amending the District Zoning Map;

iii. Ordinance No. 2016-28: An Ordinance Granting Special Permits for a Residential Planned Development in the VGRC District; and

iv. Resolution No. 2016-60: A Resolution Approving the Development Concept

Plan and the Tentative Plat of Subdivision, and Providing Conceptual Approvals of Parking Relief. (collectively, the "***Preliminary Approvals***").

The Developer now desires and seeks final approval to resubdivide and develop the Property with the Residential Planned Development consisting of 68 residential lots and one outlot. In order to develop the Property as proposed, the Applicant has requested relief from, and approvals under, the Northbrook Zoning Code (1988), as amended ("***Zoning Code***"), and the Village of Northbrook Subdivision and Development Code (1991), as amended ("***Subdivision Code***") including (a) Final Plat of Subdivision approval; (b) Final Planned Development Plan approval; (c) a modification to reduce the width of the a standard off-street parking stall dimension from 9 feet to no less than 8 feet; (d) a variation to reduce the required number of off-street parking spaces for townhomes in the VGRC District specifically available to the general public from 34 spaces to 29 spaces, and (e) a variation to allow the proposed townhome units to be accessed by private shared driveways rather than by a public street (collectively "***Requested Relief***").

Pursuant to public notice published in the *Northbrook Star* on April 13, 2017, a public hearing was held by the Plan Commission on May 2, 2017, to consider the Developer's request for the Requested Relief. The Plan Commission made its recommendation to approve the Applicant's Requested Relief, including approval of a final subdivision plat ("***Final Plat***"), on May 2, 2017 (Plan Commission Resolution 17-PC-06).

The Village has negotiated a redevelopment agreement with the Developer, pursuant to which the Property is to be redeveloped with the Residential Planned Development (***"Redevelopment Agreement***").

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

Section 2. APPROVAL OF REDEVELOPMENT AGREEMENT.

The Redevelopment Agreement by and between the Village and Applicant shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A***.

Section 3. EXECUTION OF REDEVELOPMENT AGREEMENT.

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

Section 4. RECORDATION OF REDEVELOPMENT AGREEMENT.

The Village Manager is hereby directed to record the Redevelopment Agreement with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto and the occurrence of the "Evidence of Title Date," as defined in the Redevelopment Agreement.

Section 5. EFFECTIVE DATE.

The approval of this Resolution shall be in full force and effect following passage by the Board of Trustees by a majority vote in the manner required by law.

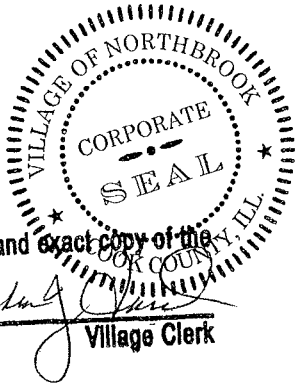
Adopted: 5/23/2017

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	Bob Israel, Trustee
AYES:	Collison, Han, Karagianis, Buehler, Ciesla, Israel, Frum

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk



I hereby certify this to be a true and exact copy of the original.

3-12-2018
Date

Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-05-14
Subject: A Resolution Authorizing an Agreement with Mad Bomber Fireworks Productions

Overview
In 2022, the Village entered into an agreement with Mad Bomber Fireworks Productions to provide a fireworks display for the Village's Fourth of July events. The original agreement with the vendor provided that the Village may enter into a renewal for the 2024 fireworks display.

Fiscal Impact
The Village's Adopted FY2024/25 Budget provides sufficient funds in Account 11-1110-575-00.

Recommendation
Approval.

Background
The original agreement with the Vendor provided that the Village may enter into a renewal for the 2024 fireworks display. The 2024 renewal is at the Village's discretion and includes a not-to-exceed price of $48,000. In the event of rain, the Village may select either August 31, September 1, or September 2, 2024.

A Resolution Authorizing an Agreement with Mad Bomber Fireworks Productions
Exhibit A - Fireworks Agreement

Resolution 2024-___

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

A Resolution Authorizing an Agreement with Mad Bomber Fireworks Productions

is hereby adopted, as follows:

Section 1. Background.

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

The original agreement with the Vendor provided that the Village may enter into a renewal for the 2024 fireworks display. The 2024 renewal is at the Village's discretion and includes a not-to-exceed price of $48,000.

Village staff recommends that the Village enter into a renewal of the agreement with the Vendor to provide a fireworks display for the 2024 4th of July festivities in the non-to-exceed amount of $48,000 *("**Renewal**").*

Section 2. Approval of Renewal.

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

Section 3. Authorization to Execute Renewal.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Renewal only after receipt by the Village Clerk of at least two original copies of the Renewal executed by the Vendor; provided, however, that if such executed copies of the Renewal are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

ATTEST:

_____

Village President

_____

Village Clerk

REQUEST FOR PROPOSALS
FIREWORKS DISPLAY

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

VENDOR:	**PROPOSAL SUBMISSION INFORMATION:**
Name:___Mad Bomber Fireworks___ Address: ____3999 E Hupp Rd R-3-1_____ City, State, Zip Code: _LaPorte, IN 46350_____	Date of RFP Issuance: **February 8, 2022** Questions/Requests for Clarification Due via email: **February 21, 2022 by Noon** Proposal Submittal Deadline: **February 25, 2022 by Noon**

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

INSTRUCTIONS TO VENDORS

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

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

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

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

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

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

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

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

DATED this 8 day of February, 2022

VILLAGE OF NORTHBROOK

By: _____
Kevin Frangiamore
Northbrook Fire Department

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
FIREWORKS DISPLAY

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

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

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

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

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

1. Proposal to Deliver Services

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

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

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

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

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

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

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

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

2. Contract Price Proposals

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

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

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

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

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

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

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

3. Contract Term. The term of this contract will commence upon execution by all parties and will terminate no later than October 30, 2024. The Village and the Vendor may, by mutual written consent provided no later than 30 days before expiration of this Contract or a subsequent extension, renew the Contract for one additional one-year term. If Contract is renewed, Vendor will agree to provide the Services in accordance with the Schedule of Prices in subsequent renewal years. This contract may

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

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

4. Financial Assurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ date of _____, 2024.
#28447865_v1

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

Vendor's Name: Miand Inc.

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

Signature of Vendor or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: _____

Title/Position: Director of Operations

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

LaPorte, IN 46350

Vendor's Business Telephone: (219)393-5051 Facsimile: (219)393-3177

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

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

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

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

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

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Village of Northbrook ("Village") this _____ day of _____, 2024.

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

VILLAGE OF NORTHBROOK

By: _____
Cara Pavlicek
Village Manager

ATTACHMENT A

DESCRIPTION OF SERVICES AND SPECIFICATIONS

Introduction

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

Description of Services

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

The firing site will be at Anetsberger Golf Course at Techny Prairie Park, 1750 Techny Rd, Northbrook, IL 60062 ("***Display Site***") on July 4, 2024 ("***Display Date***") at approximately 9:30 p.m. or dark as determined by the Fire Department, with an alternate rain date on Labor Day Weekend, 2024 ("***Rain Date***") to be set by the Village of Northbrook in advance. Vendor will conduct the Display on the Display Date or the Rain Date in accordance with the following requirements.

Scope of Services.

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

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

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

  2024 Quantities

Size of Aerial Display Shell	Minimum Quantity
3 Inch	700
4 Inch	320
5 Inch	160
6 Inch	108

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

- Labeling of Shells: The Contractor will package all special effects shells, lingering effects shells, and multi-break shells together. Each shell will be specifically labeled for easy review and identification by the Village representatives.

- Unfired/Misfired Shells: All unfired fireworks will be covered or protected during firing. Any shell not properly fired will be disposed of in accordance with Village of Northbrook and Office of the State Fire Marshal, and Federal Regulations.

- Delivery and Inspection: All fireworks materials will be clearly marked, indicating the type of shell, and will be delivered to the site on the day of firing no earlier than 9:30 a.m. A representative of the Village will conduct inspection and inventory of the fireworks shells at least two (2) hours prior to the Display being readied for firing. Arrangements will be made for access to the firing site prior to July 4th, 2024, as requested by the Vendor.

- Personnel: The chief pyrotechnic operator in charge of firing the display will be at least 26 years of age. The chief pyrotechnic operator will have a minimum of five (5) years in pyrotechnic operator experience and have fired a minimum of six displays of the size and nature of the displays proposed herein within the previous 12 months. All other assistants will be at least 18 years of age. A minimum staff of two people will be provided for the Fourth of July display. The Village reserves the right to conduct background checks on all of Vendor's employees and subcontractors.

- Safety Equipment: The Contractor will provide necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational will be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site. The Vendor will be responsible for being registered with the Office of the State Fire Marshal per 225 ILCS 227 and will be responsible for all fees associated with any registrations.

- Compensation for Shorted or Misfired Shells: The Village of Northbrook reserves the right to deduct the cost of all shell(s) not provided, misfired, or those that failed to properly perform at the rates set forth in the Schedule of Prices.

- Inclement Weather: Any decision to postpone the Display will be made by the Village of Northbrook. In the event of inclement weather on the Display Date the Vendor will conduct the Display on the Rain Date at no additional cost to the Village.

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

Rain Date: Labor Day Weekend 2024

Buyer may choose August 31, September 1 or 2, 2024 as rain date. Buyer will decide if necessary by July 22, 2024 which day will be rain date.

ATTACHMENT B

DISPLAY PROPOSAL AND SCHEDULE OF PRICES

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

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

PRICE SCHEDULE 2022

Portion of Display	Shell Type	Quantity	Unit Price ($)
	3	**700**	**22.85**
	4	**320**	**39.50**
	5	**160**	**59.90**
	6	**108**	**91.00**
TOTAL COST OF DISPLAY			**48,000.00**

ATTACHMENT C

INSURANCE COVERAGES

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

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

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

All employees will be included as insureds.

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

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

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

Coverages will include:

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

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

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

Worker's Compensation

Employer's Liability

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

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Approving an Agreement for the 2024 Sidewalk Replacement Program with Schroeder and Schroeder, Inc. of Skokie, Illinois

Overview

The Village of Northbrook systematically surveys public sidewalks to identify defective and deteriorated sections that create a potential hazard and liability for the Village. Tree roots encroaching sections of sidewalk, winter freeze/thaw cycles and de-icing materials are the primary cause of sidewalk deterioration. In addition to the replacement of failed sidewalk squares, the Village also installs Americans with Disabilities Act (ADA) required ramps at intersections and replaces select curbs adjacent to the sidewalks.

Fiscal Impact

The base bid for this project is $374,500, however, staff will adjust the replacement quantities to remain within the Fiscal Year 2024/25 budgeted amount of $368,175. Funds for this work have been included in Account No. 40-7400-722-02 (Capital Infrastructure Fund). The remaining balance in this account will be used for the sidewalk improvements along Landwehr Road in accordance with the recently executed intergovernmental agreement with the Cook County Department of Transportation and Highways. That work will be bid separately.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Sidewalk Construction	40-7400-722-02	$413,175	$413,175	$368,175	$45,000	Yes

Recommendation

Approval.

Background

The Village of Northbrook systematically surveys public sidewalks to identify defective and deteriorated sections that create a potential hazard and liability for the Village. Tree roots that encroach sections of sidewalk, winter freeze/thaw cycles and de-icing materials are the primary cause of sidewalk deterioration. In addition to the replacement of failed sidewalk squares, the Village also installs Americans with Disabilities Act (ADA) required ramps at

intersections and replaces select curbs adjacent to the sidewalks.

Additionally, beginning in Fiscal Year 2019/20, the Village has dedicated funding toward the removal and replacement of sidewalk on arterial roadways (non-Village streets) in the Village. Sidewalk replacement on higher traffic volume arterial roadways is important to maintaining an accessible network for bicyclists and pedestrians as outlined in the Master Bicycle and Pedestrian Plan, but the work requires that the contractor provide additional traffic control and protection to ensure motorists can safely navigate around sidewalk construction equipment and vehicles making replacement along these roads, that are often owned and maintained by other agencies, more expensive.

Due to a significant increase in concrete cost observed in 2023, staff opted to rebid the program in an effort to ensure any alleviation in prices would be reflected in the current program. In February 2024, staff assembled bid packages for the 2024 Sidewalk Replacement Program. The areas identified for sidewalk work, as shown in Exhibit A, included the Forest Vista and Northbrook Estates subdivisions (neighborhood sidewalks) and Skokie Boulevard Road (arterial sidewalks). The bid document requested separate pricing for neighborhood and arterial sidewalk work to account for extra traffic control effort. Four bid packages were purchased. One bid was received and opened on Thursday, April 4. The low bidder submitted pricing which is $11.00 for neighborhood sidewalk and $12.00 for arterial roads. These bids reflected a slight decrease in total contract cost compared to if the Village had opted to renew the prior years contract.

Staff determined that Schroeder & Schroeder, Inc. of Skokie, Illinois (the “Contractor”) submitted the lowest, most responsive bid. The Contractor has been the Village’s contractor for sidewalk work for many years, and staff is confident that the Contractor can successfully complete the work as specified.

Staff recommends Village Board approval of a Resolution authorizing a contract with Schroeder & Schroeder, Inc. of Skokie, Illinois in the amount of $368,175 for the 2024 Sidewalk Replacement project. Staff will be present at the Village Board meeting to address any questions that may arise.

A Resolution Approving an Agreement for the 2024 Sidewalk Replacement Program.docx
Exhibit A - Location Map.pdf
Exhibit B - Contract.pdf

Resolution 2024-_____

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

A Resolution Approving an Agreement for the 2024 Sidewalk Replacement Program with Schroeder & Schroeder, Inc. of Skokie, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/25 Budget provides for continuation of the Village's sidewalk removal and replacement program, which also includes installation of ADA handicap ramps at certain intersections, curb replacement, and related Village sidewalk work ("***Program***").

Public Works prepared specifications and bid documents for the Program and advertised them. Four contractors specializing in sidewalk construction purchased bid packages. One sealed bid was received, publicly opened and read on Thursday, April 4, 2024. Schroeder & Schroeder, Inc. of Skokie, Illinois ("***Contractor***") submitted a total bid in the amount of $374,500. Staff then reviewed the scope of work and reduced it to within the available budget. The Contractor has successfully completed many concrete street and sidewalk maintenance projects for the Village in the past.

The Village's Annual Budget for Fiscal Year 2024/25 provides funds in Account No. 40-7400-722-02 (Infrastructure Capital Fund - Sidewalk Construction) for this year's Program. Based on these factors, Village staff recommends entering into a contract between the Village and the Contractor for the Program in the amount of $368,175 ("***Contract***").

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

Section 2. Waiver of Competitive Bids

The requirement that three competitive sealed bids be solicited for this purchase is hereby waived and the expenditure authority in an amount not to exceed $368,175 for the Program is hereby accepted.

Section 3. Approval of the Contract

The Contract for the 2024/25 Fiscal Year Sidewalk Removal and Replacement Program with the Contractor is hereby, approved in a form acceptable to the Village Manager and Village Attorney.

Section 4. Authorization to Execute Contract

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least three original copies of the Contract executed by the Contractor and compliance by the Contractor with the conditions precedent to closing; provided, however, that if such requirements are not met by within 21 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.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk



Neighborhood Sidewalk

GIS Consortium 6/12/2023

Capital Improvment Projects

Neighborhood Sidewalk Improvements

FY 24/25

Exhibit A - Location Map

0 150 300 600 Feet

N

VILLAGE OF NORTHBROOK

CONTRACT FOR THE 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO:	Schroeder and Schroeder, Inc 7306 Central Park Skokie, IL 60076	FROM:	Village of Northbrook 1225 Cedar Lane Northbrook, Illinois 60062
	("Contractor")		("Owner")

On the 4th day of April , 2024, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the 4th day of April , 2024, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal and replacement of defective portland cement concrete sidewalk segments; and removal and replacement of selected combination concrete curb and gutter segments; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at 1:00 pm on the 4 day of April, 2024, at the above listed office of Owner at which time the Contract will be executed by Owner provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this **4th** day of **April**, 2024.

VILLAGE OF NORTHBROOK

By: Cara Pavlicek
Village Manager

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

SCHROEDER AND SCHROEDER, INC.

FOR THE 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

SCHROEDER AND SCHROEDER, INC.

FOR THE 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

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LABOR AND MATERIAL PAYMENT BOND

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

SCHROEDER AND SCHROEDER, INC.

FOR THE 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a home rule municipal corporation ("Owner"), and Schroeder & Schroeder, Inc., 7306 Central Park, Skokie, Illinois 60076, a Corporation ("Contractor"), make this Contract as of the 4th day of April, 2024, and hereby agree as follows:

ARTICLE I

THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

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

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures,

hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not

relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be

rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

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

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or

supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a pre-condition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV

FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however the Work may not begin until such policies are submitted. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for

providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

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

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work

and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no

obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5-106 A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.01 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such work; to accelerate all or any part of the work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

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

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

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the work, whether at the work site or elsewhere, and either complete or correct the work with its own forces or contracted forces, all at Contractor's expense.

6. Upon termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any work provided or performed prior to such assignment.

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Jim Huff

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

Schroeder & Schroeder, Inc.
7306 Central Park
Skokie, Illinois 60076

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required

governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. [formerly Ill. Rev. Stat. ch. 48, Sec. 39s-0.01 et seq.] (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of this Contract has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq. [formerly Ill. Rev. Stat. ch. 48, sec. 1801 et seq.]; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, sec. 1-101 et seq.] and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, sec. 17 et seq.]; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as

may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors' or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK

By: _____

By: _____
Cara Pavlicek

Title: _____

Title: Village Manager

Attest/Witness:

SCHOREDER & SCHROEDER, INC.

By: Mary L. Barnett

By: _____
Chris Schroeder

Title: Secretary

Title: President

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CONTRACTOR'S CERTIFICATION

Chris Schroeder, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, sec. 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, sec. 33E-1 et seq.].

DATED this 12th day of April, 2024.

Attest/Witness:

By: _____

Title: Secretary

SCHROEDER & SCHROEDER, INC.

By: _____
Chris Schroeder

Title: **President**

Subscribed and Sworn to
before me this 12th day
of April, 2024.

_____
Notary Public

My Commission Expires: 5/1/2027

[SEAL]

"OFFICIAL SEAL"
JENNYFER MORALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/2027

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

   Removal and replacement of defective portland cement concrete sidewalk segments and removal and replacement of selected combination concrete curb and gutter segments.

2. Work Site:

   Various locations in the Village of Northbrook. Majority of work will be concentrated in certain subdivisions. Some work will be taking place along (Cook County R.O.W.) and (State of Illinois R.O.W.).

3. Permits, Licenses, Approvals, and Authorizations:

   Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, including without limitation the following: Village Contractor licenses, IDOT and Cook County DOTH permits as applicable and if required by the agency(s).

4. Commencement Date:

   No early than July 29, 2024. The contractor shall work with the Village to establish a mutually agreed upon starting date.

5. Sequence of Work:

   The Village will provide the contractor with a map showing the sequence of work for each area and within each area there will be sections that makes of an area. The contractor must follow the engineer's sequence of work for areas and sections within those areas.

   The contractor will not be able to move to the next section or area if sidewalk squares have been removed and one or more of the following conditions has exceeded the required Calendar days to complete:

   1. Any open sidewalk must be poured within (12) Calendar days.
      (The exception will be for b-box repair, structure adjustments or for root grinding by the Public Works Forestry Department).
   2. Any voids left over after the forms being removed must be filled in or lawn restoration completed within seven (7) calendar days from the date the sidewalk was poured.
   3. All voids left over from installing sidewalk through driveways must be filled in with CA-6 stone within five (5) calendar days from the date the sidewalk was poured. If directed by the Engineer to patch the driveway with asphalt this work must be completed within 14 calendar days from the date the sidewalk was poured

6. Completion Date:

Completion date of August 30, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

7. Insurance Coverages:

A. Worker's Compensation and Employer's Liability
with limits not less than:
(1) Worker's Compensation: Statutory;

(2) Employer's Liability:
$1,000,000 injury - per occurrence
$ 500,000 disease - per employee
$1,000,000 disease - policy limit
Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability, with a combined single limit of liability for bodily injury and property damage of not less $3,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.

C. Commercial General Liability with coverage written on an "occurrence" basis and with "per project" limits no less than $3,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence basis:

Coverages shall include:
- Broad Form Property Damage Endorsement
- Products/Completed Operations (to be maintained for 2 years following final payment).
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- "X," "C," and "U" exclusions shall be limited
- Contractual Liability
-Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insureds.
Contractual Liability shall specifically include the indemnification set forth in the Contract.

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

E. Deductible. Each policy shall have a deductible or self-insured retention of not more than $1,000.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for Worker's Compensation, and Comprehensive Motor Vehicle Liability.

Each such additional Insured endorsement shall identify Owner as follows: Village of Northbrook, including its Board Members and elected and appointed officials, its officers,

employees, agents, attorneys, consultants, and representatives. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

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

Additional Insured	Policy or Policies
No Additional Insured Parties Except Owner As Stated Above	

8. Contract Price:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1. P.C.C. Sidewalk Removal and Replacement, 5" for Local Streets	sq. ft.	19,848	$11.00	$218,238.00
2. P.C.C. Sidewalk Removal and Replacement, 5" for Non-Local Streets	sq. ft.	8,607	$12.00	$103,284.50
3. Sodding Special	sq. yd.	150	$20.00	$3,000.00
4. Combination P.C.C. Curb/Gutter Removal and Replacement	lin. ft.	150	$40.00	$6,000.00
5. Asphalt Pavement Patching – 2"	sq. yd.	150	$50.00	$7,500.00
6. Detectable Warnings	sq. ft.	800	$35.00	$28,000.00
7. Manhole Adjustment	ea.	4	$500.00	$2,000.00

TOTAL CONTRACT PRICE:
(the sum of the extensions for the Unit Price Items)

Three Hundred and Sixty Eight Thousand One Hundred twelve Dollars and Zero Cents
(in writing) (in writing)

$368,112 Dollars and 00 Cents
(in figures) (in figures)

9. Progress Payments:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. Per Diem Administrative Charge:

One thousand Dollars ($1,000.00) per day for each day after the Completion Date.

ATTACHMENT B

SPECIFICATIONS

1. General

Pertinent sections of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 by the State of Illinois Department of Transportation, and all subsequent revisions thereto, are incorporated into and made a part of this Contract by this reference, and shall govern the performance of the Work, except as modified by Attachment D or other terms of this Contract. "State" or "Department" shall mean "Owner" for the purposes of this Contract.

2. Materials

Class "SI" Portland Cement Concrete shall be the standard mix design for this removal and replacement project.

Type III membrane curing compound (pigmented) shall be promptly applied to all concrete work according to pertinent sections of the Specifications and shall be considered incidental to the cost of the Contract.

Hot mix asphalt surface course- Mix "D" N50 shall be used for all asphalt pavement restorations.

Arthur Clesen, Inc.'s "Sunny Mix" or approved equal shall be the seed mixture designated for all lawn restorations.

3. Project Supervisor

Owner shall designate one of its employees to serve as Project Supervisor under this Contract.

4. Work Hours

No work that requires inspection shall be performed before 7:00 A.M. or after 4:00 P.M. or on Saturdays, Sundays and legal holidays without written approval of the Project Supervisor.

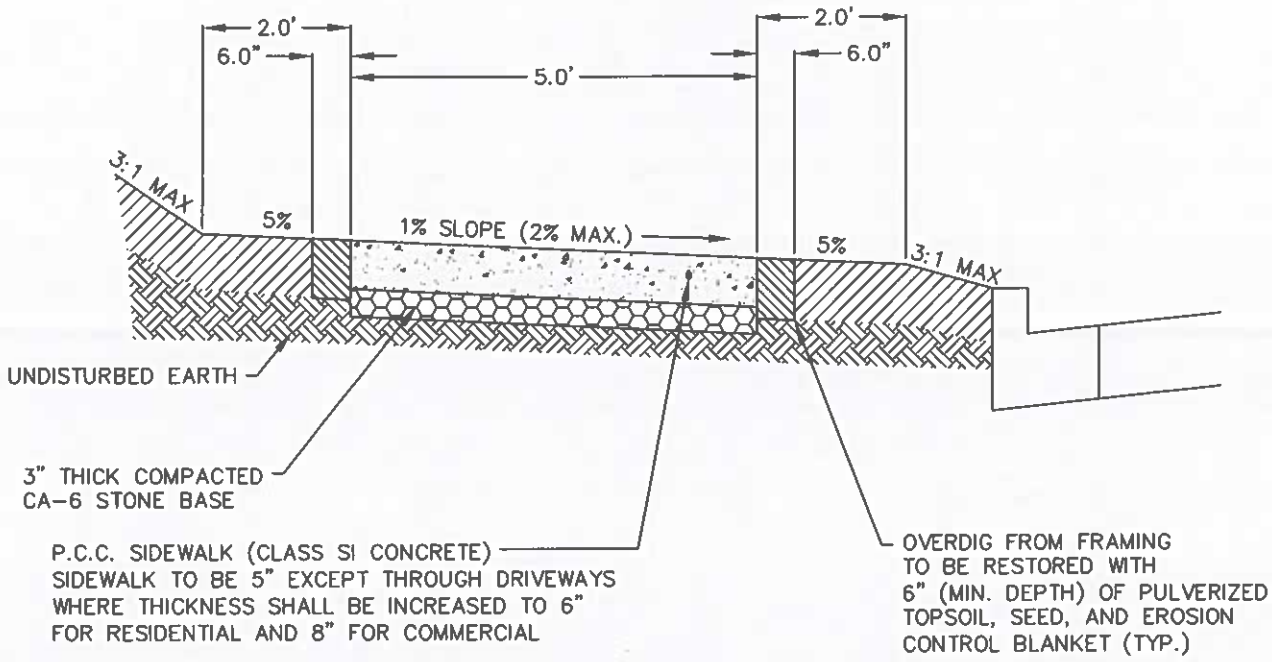
Northbrook Ordinance No. 16-52 prohibits any construction noise prior to 7:00 a.m. or after 7:00 p.m. Monday thru Friday and prior to 9:00 a.m. or after 5:00 p.m. on Saturday. Construction noise is strictly prohibited on Sundays and legal holidays.

ATTACHMENT C

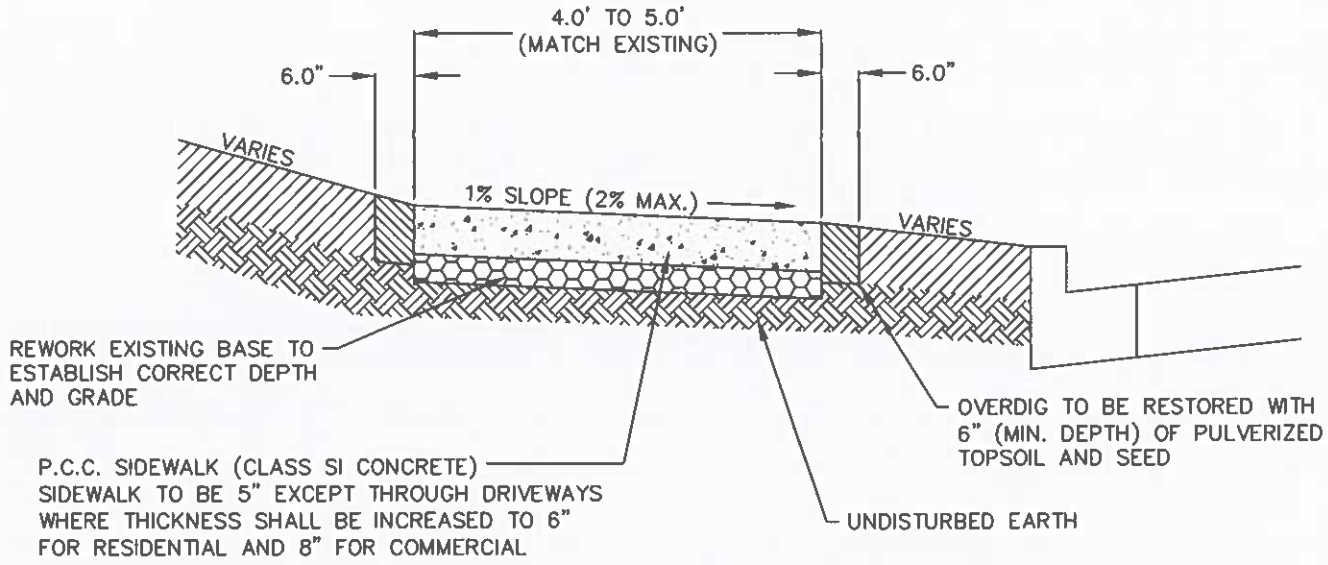
LIST OF DRAWINGS

Sheet Title	Date Last Revised
P.C.C. Sidewalk Patching Detail	2020
Combination Curb & Gutter Detail	2021
424001-11 Perpendicular Curb Ramps for Sidewalks	
701501-06 Urban Lane Closure, 2L, 2W, Undivided	
701502-09 Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane	
701601-09 Urban Lane Closure, Multilane, 1W or 2 with Nontraversable Median	
701602-10 Urban Lane Closure, Multilane, 2W with Bidirectional Left Turn Lane	
701606-10 Urban Single Lane Closure, Multilane, 2W with Mountable Median	
701611-01 Urban Half Road Closure, Multilane, 2W with Mountable Median	
701801-06 Sidewalk, Corner or Crosswalk Closure	
701901-08 Traffic Control Devices	

NEW P.C.C. SIDEWALK



P.C.C. SIDEWALK PATCHING



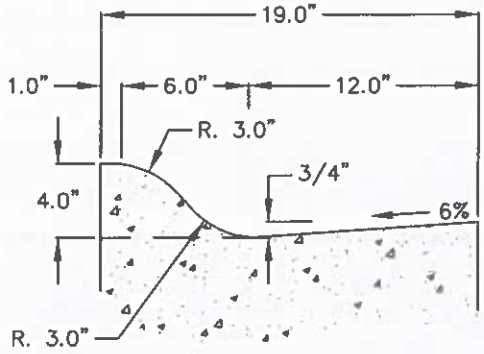
NOTES:
1. WHEN CONSTRUCTING SIDEWALK WITHIN THE DRIPLINE OF A TREE, FOLLOW STANDARD DETAIL FOR "P.C.C. SIDEWALK IN DRIPLINE DETAIL" P-6
2. PROVIDE 1/2" THICK FIBER EXPANSION JOINT PER ASTM D-1751 EVERY 50 FEET

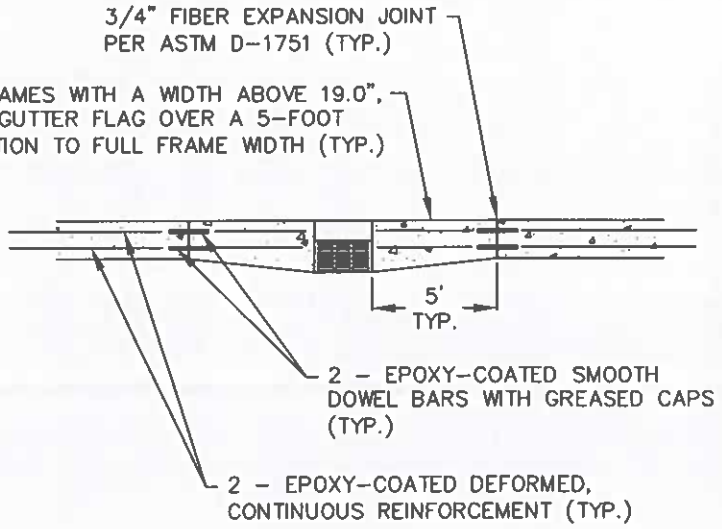
P.C.C. SIDEWALK DETAIL

Village of Northbrook Public Works Department	DATE	REVISIONS	STANDARD DETAIL P-5 (01)
	4-30-20	Consolidated Sidewalk Details	

(Sheet 1 of 1)

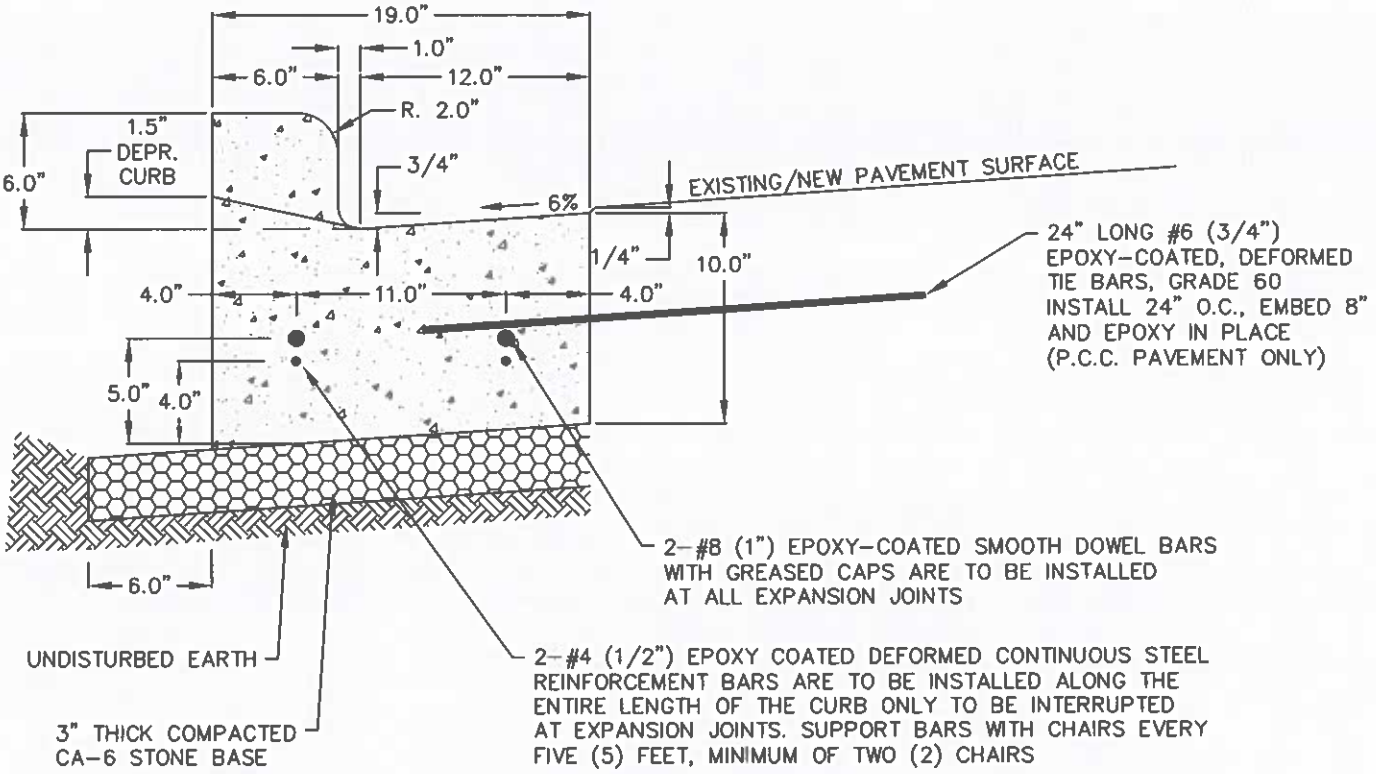
TYPE M-4.12





PLAN VIEW

TYPE B-6.12 & DEPRESSED CURB



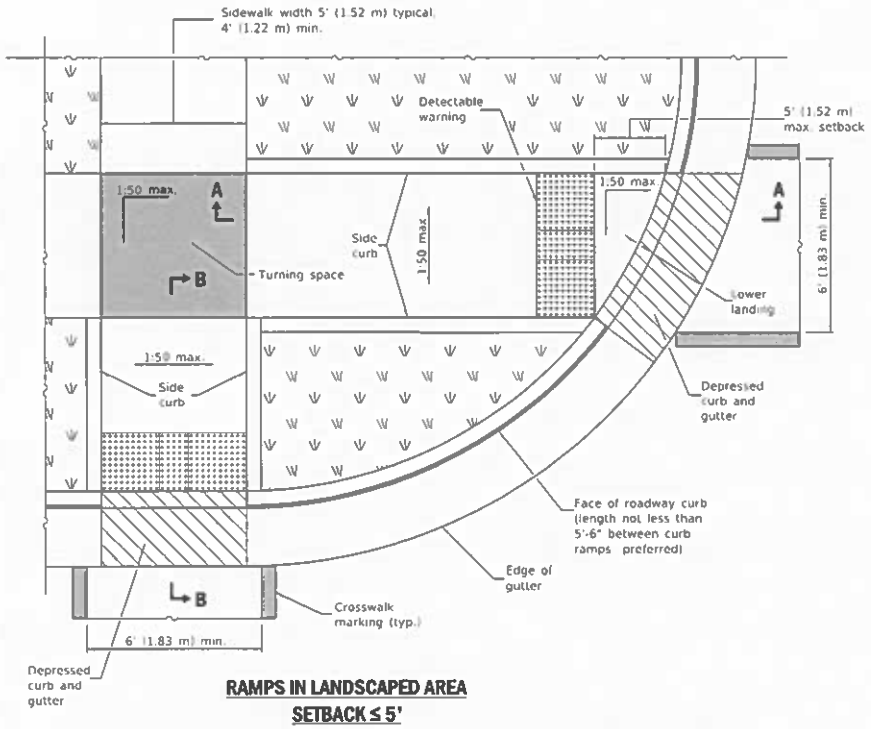
NOTES:

1. EXPANSION JOINTS ARE TO BE CONSTRUCTED AT 60' INTERVALS AND AT ADDITIONAL LOCATIONS AS SPECIFIED BY THE ENGINEER.
2. CONTRACTION JOINTS ARE TO BE CONSTRUCTED AT 15' INTERVALS AND AT ADDITIONAL LOCATIONS AS SPECIFIED BY THE ENGINEER
3. WITH NEW CURB REPLACEMENT NEXT TO HMA, CONTRACTOR IS REQUIRED TO PLACE 2' OF HMA FULL DEPTH PAID SEPARATELY TO MATCH EXISTING

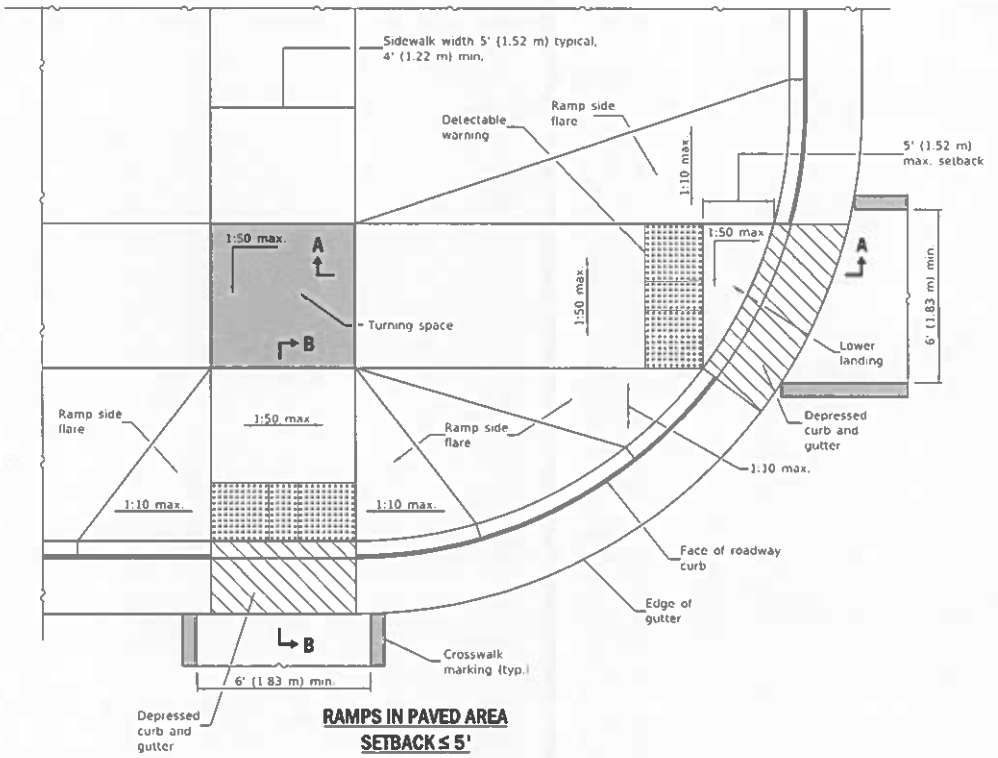
COMBINATION CURB & GUTTER

Village of Northbrook Public Works Department	DATE	REVISIONS	STANDARD DETAIL P-1 (01)
	4-30-20	Consolidated Details, Revised Notes	
	4-1-21	Added Plan Note	

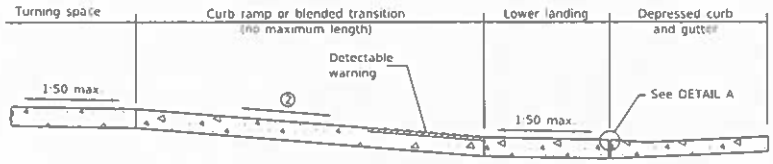
(Sheet 1 of 1)



RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'

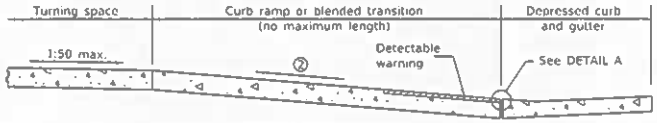


RAMPS IN PAVED AREA
SETBACK ≤ 5'



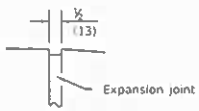
SECTION A-A

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

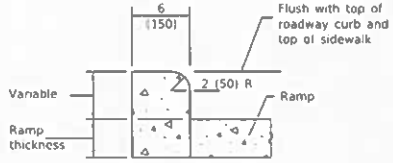


SECTION B-B

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



SIDE CURB DETAIL

See Sheet 2 for GENERAL NOTES.

Minor Department of Transportation

PASSED January 1, 2019
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

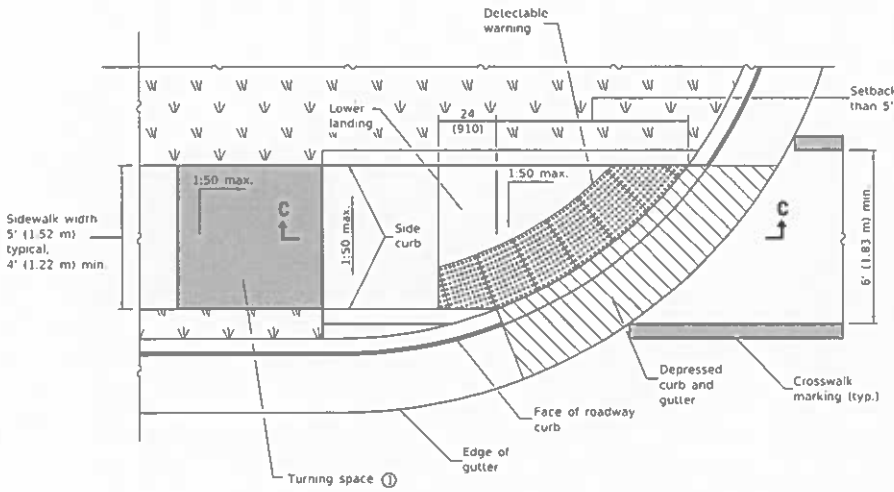
SIGNED 11-97

DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

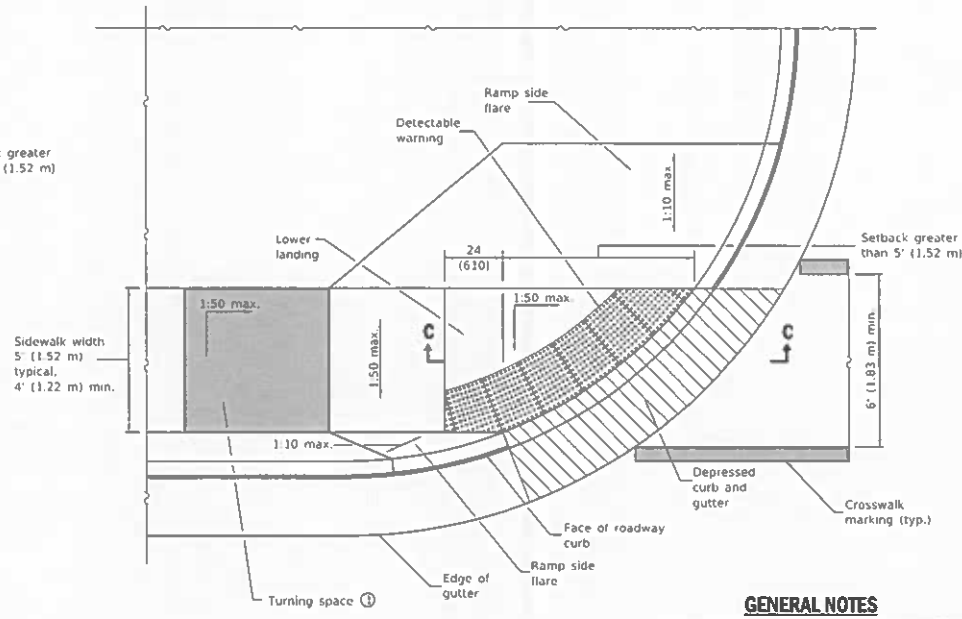
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

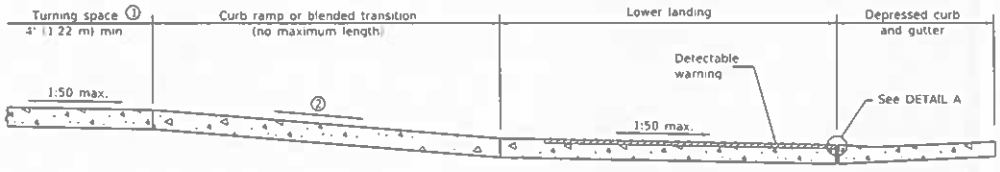
STANDARD 424001-11



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'



SECTION C-C

① This turning space not required for blended transitions.

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

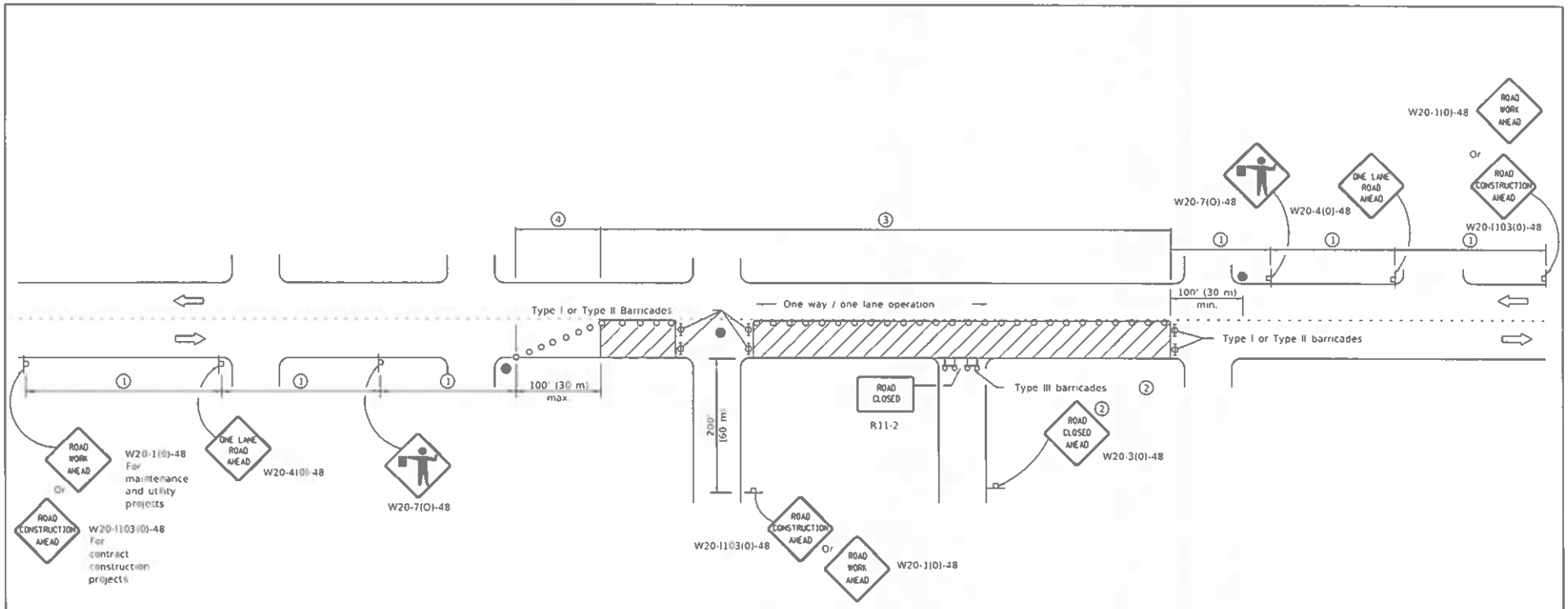
PASSED January 1, 2019
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 2 of 2)

STANDARD 424001-11



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. For approved sideroad closures.
3. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
4. Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1 2011
ENGINEER OF SAFETY ENGINEERING

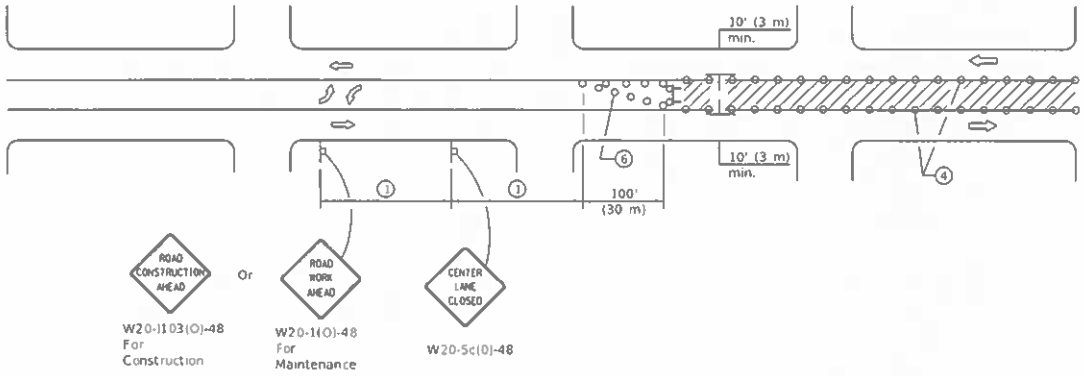
APPROVED January 1 2011
ENGINEER OF DESIGN AND PAVEMENT

ISSUED 1-1-11

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



CASE I

(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block.
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1 2019
ENGINEER OF DESIGN AND ENVIRONMENT

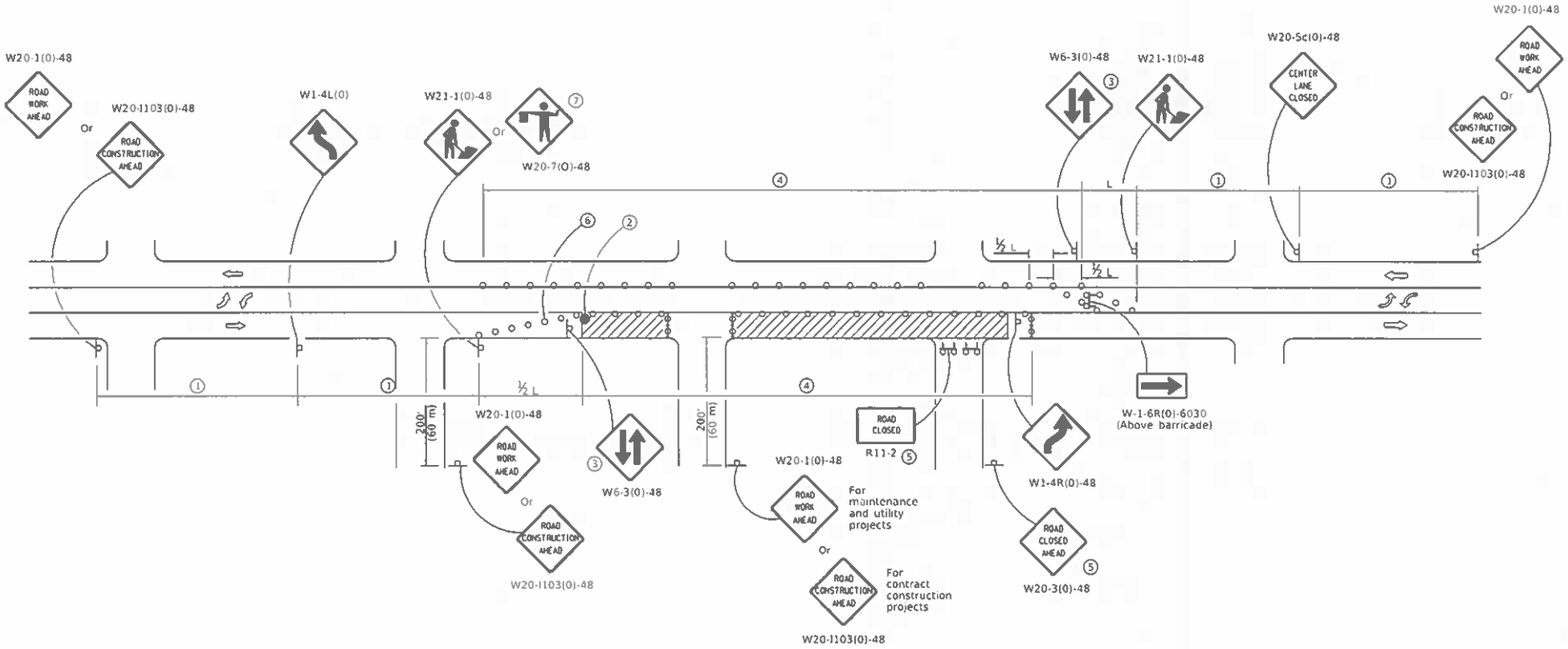
ISSUED 1-1-19

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Corrected sign number for
	TWO WAY TRAFFIC sign for
	CASE II.

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 2)

STANDARD 701502-09



CASE II

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG AND ENGINEERING

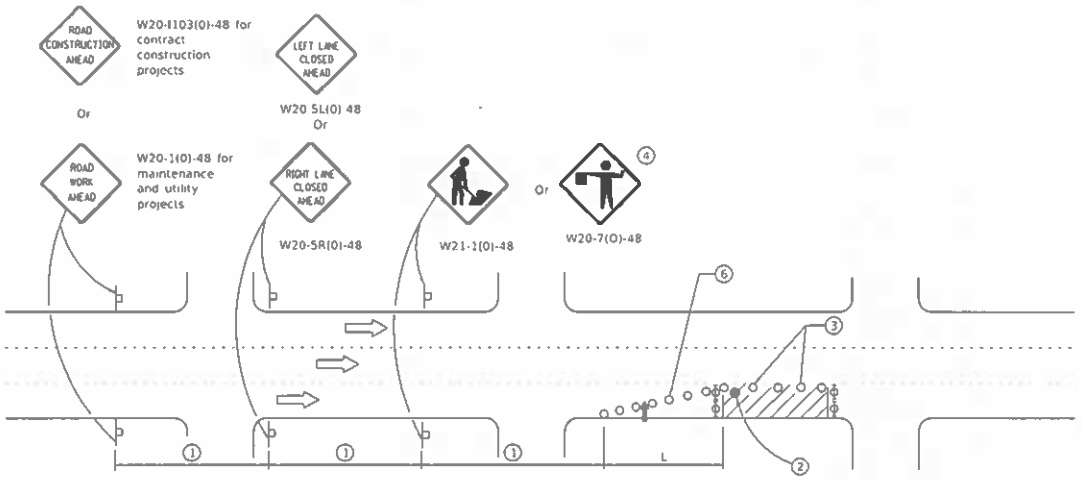
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

BD600 1-1-19

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 2)

STANDARD 701502-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

(1) Refer to SIGN SPACING TABLE for distances.

(2) Required for speeds > 40 MPH

(3) Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

(4) Use flagger sign only when flagger is present.

(5) For approved sideroad closures.

(6) Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in urban areas

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.6S(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

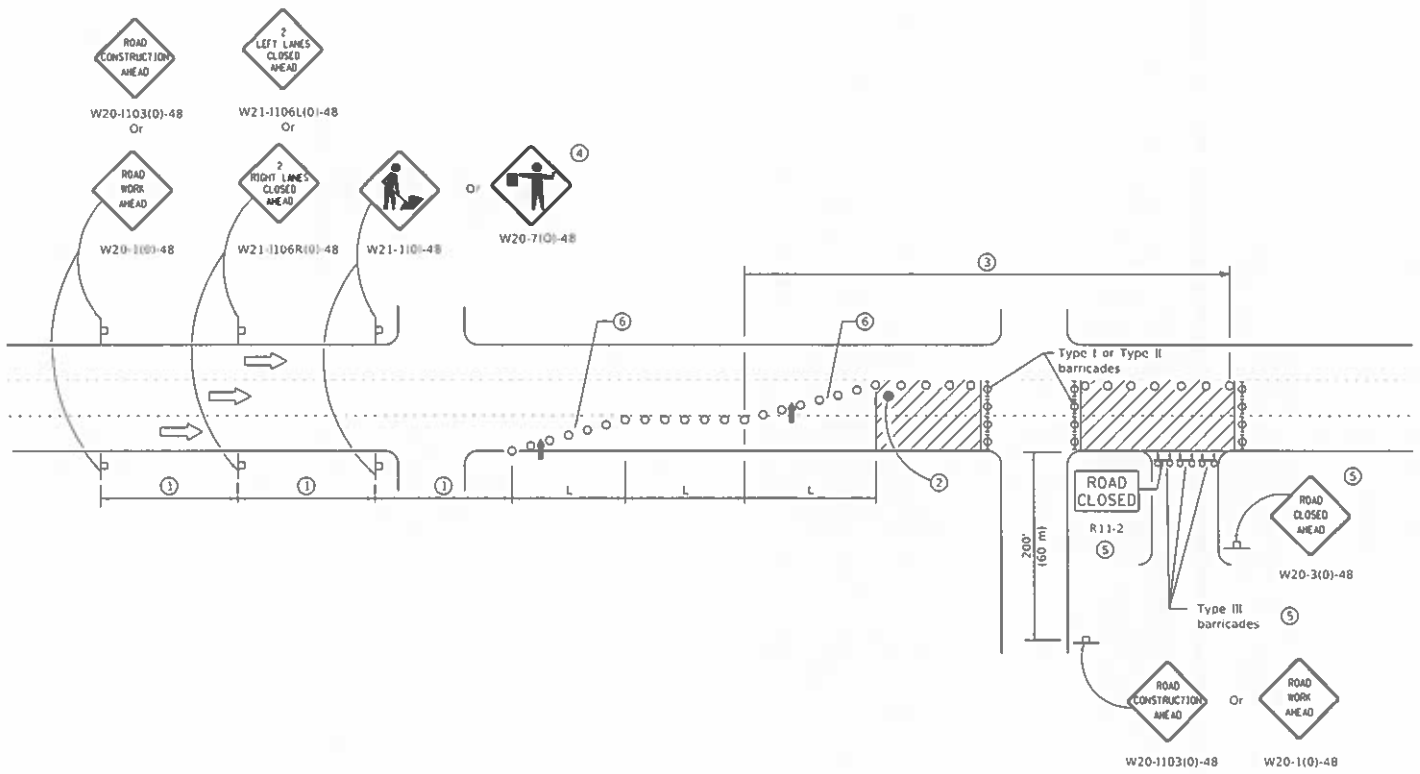
1-1-97 03/5/20

DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-13	Omitted text 'WORKERS'
	sign.

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 1 of 2)

STANDARD 701601-09



Illinois Department of Transportation

PASSED January 2014
ENGINEER OF SAFETY ENGINEERING

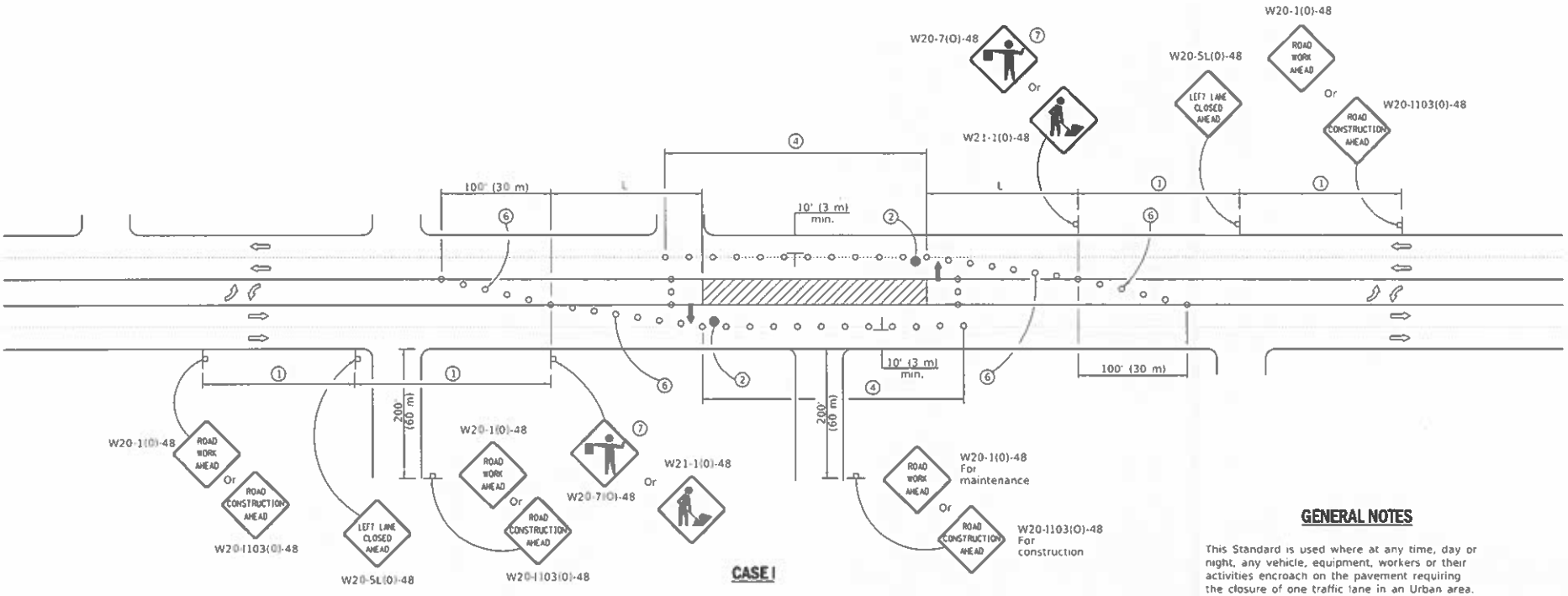
APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 01-1-14

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN

(Sheet 2 of 2)

STANDARD 701601-09



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Work area
- Barricade or drum with steady burning mondirectional light
- Flagger with traffic control sign
- Cone, drum or barricade
- Sign on portable or permanent support
- Type III barricade with flashing lights

CASE I

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph (70 km/h).
3. Required if work exceeds 500' (164 m) or 1 block, repeat every 1 mile (1.6 km).
4. Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
5. For approved sideroad closures.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

If the work operation is performed between 9:00 a.m. and 3:00 p.m. and does not exceed 15 min. Traffic protection shall be as shown for Standard 701426.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less:	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED JANUARY 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

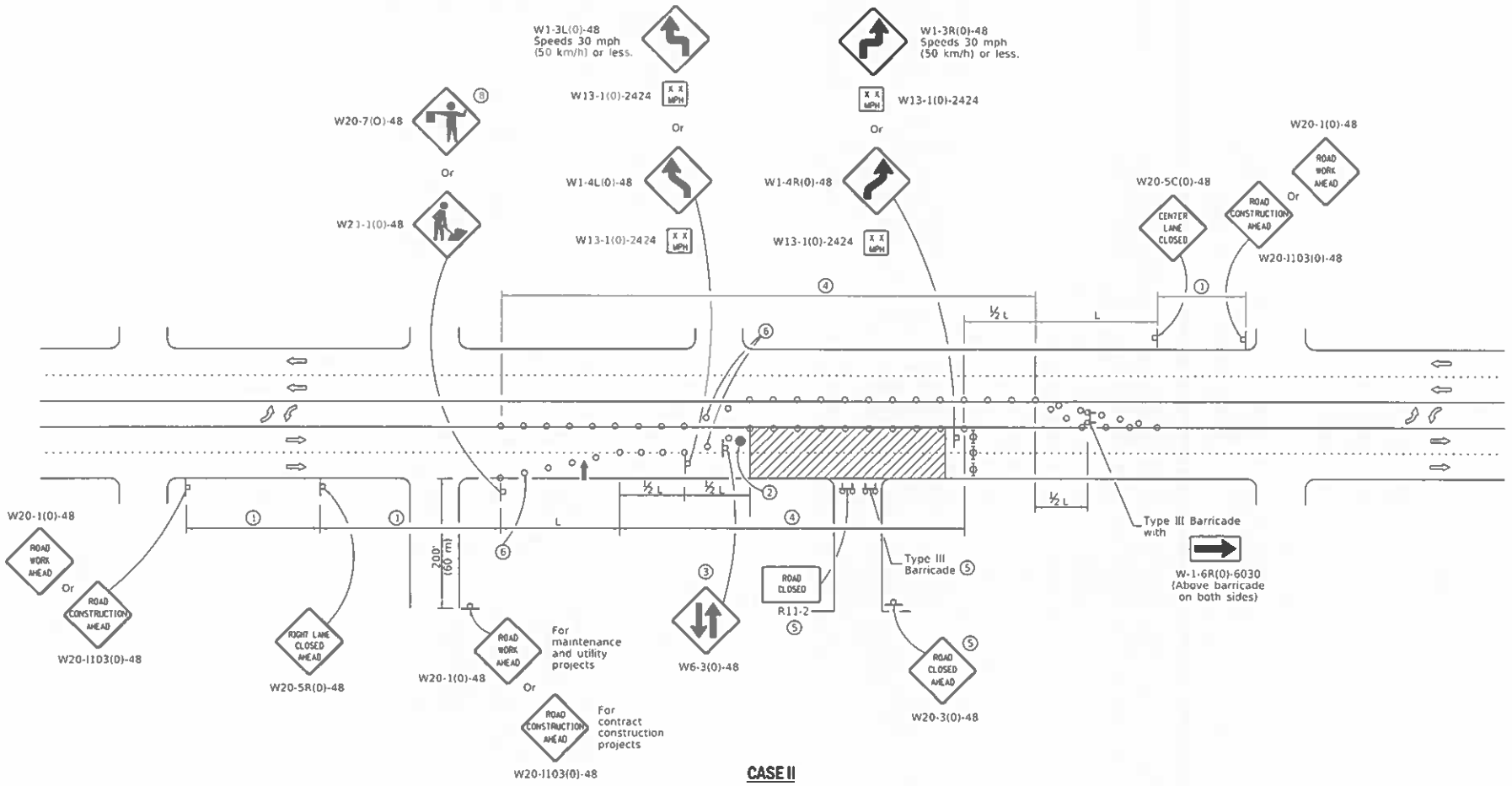
ISSUED 1-1-19

DATE	REVISIONS
1-1-19	Revised to allow cones at night.
1-1-18	Moved arrow boards into
	closed lanes for CASE 1.

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 1 of 4)

STANDARD 701602-10



Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG AND ENGINEERING

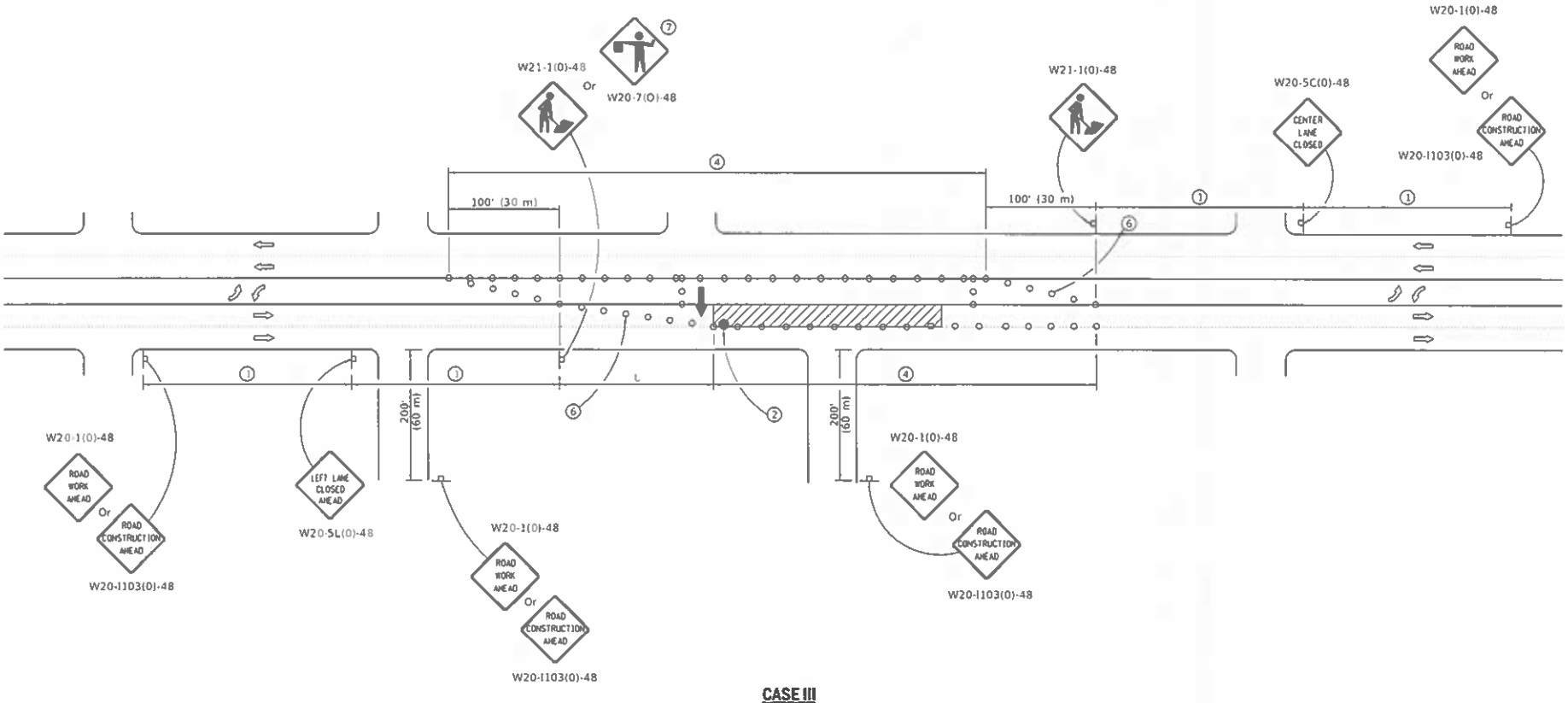
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 2 of 4)

STANDARD 701602-10



CASE III

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

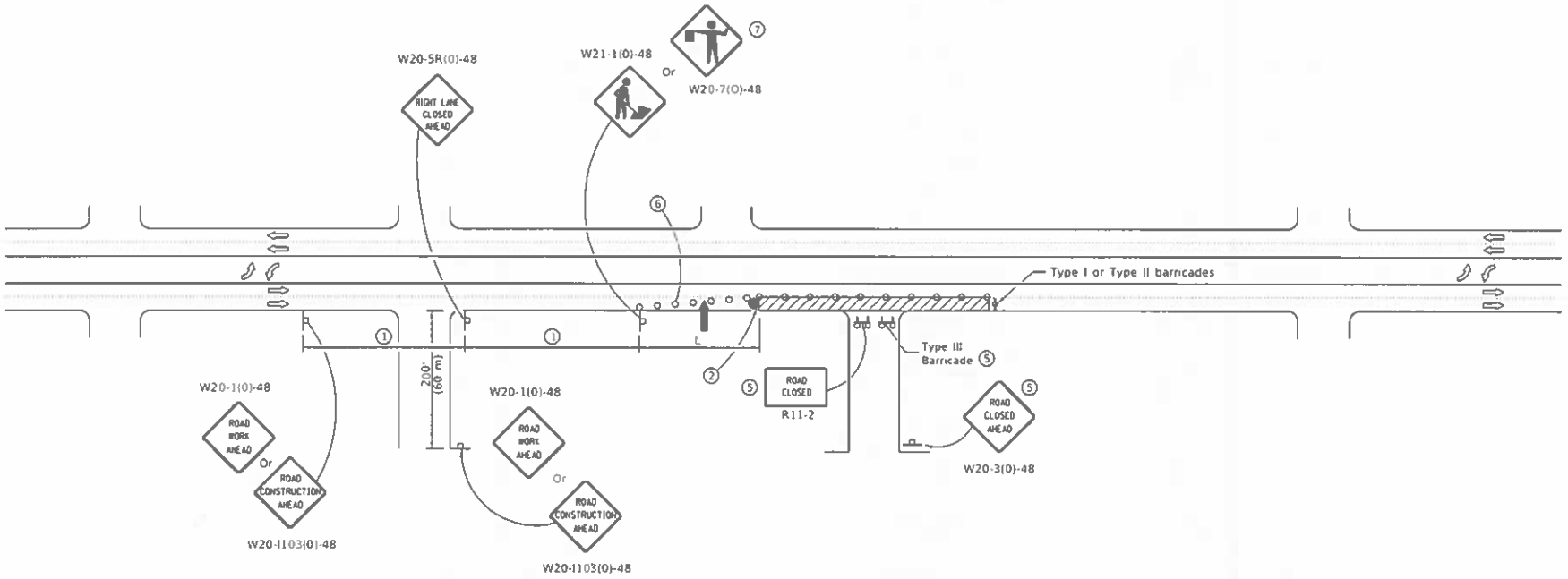
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-19

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 3 of 4)

STANDARD 701602-10



CASE IV

Illinois Department of Transportation

APPROVED January 1 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

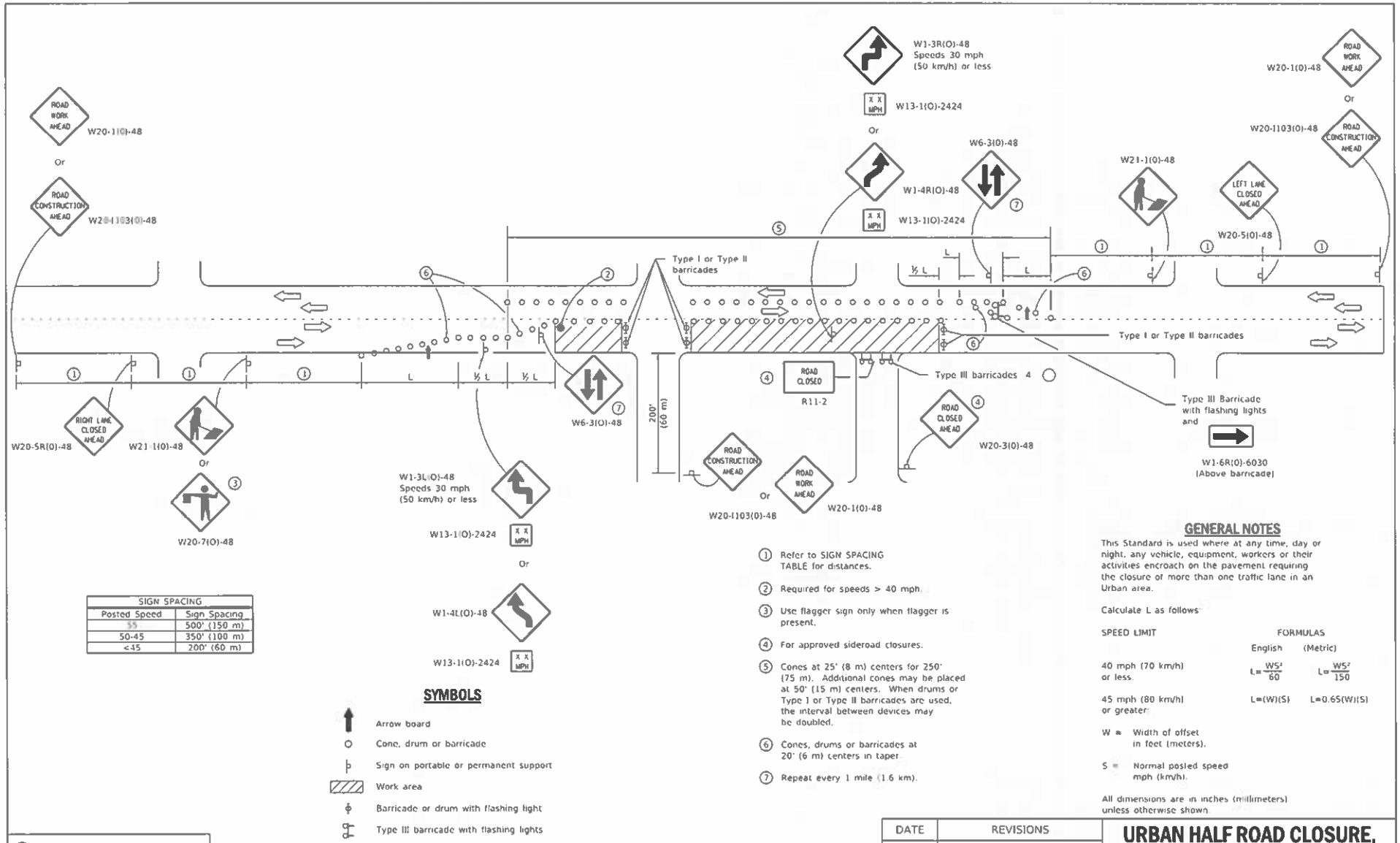
APPROVED January 1 2019
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE

(Sheet 4 of 4)

STANDARD 701602-10



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

1. Refer to SIGN SPACING TABLE for distances.
2. Required for speeds > 40 mph.
3. Use flagger sign only when flagger is present.
4. For approved sideroad closures.
5. Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
6. Cones, drums or barricades at 20' (6 m) centers in taper.
7. Repeat every 1 mile (1.6 km).

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of more than one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

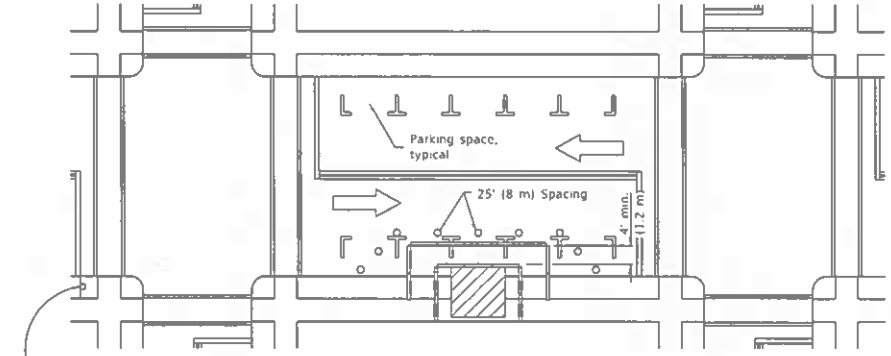
APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-15

DATE	REVISIONS
4-1-16	Moved first reverse
	curve/turn sign to
	middle of tangent
1-1-15	New Standard

URBAN HALF ROAD CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701611-01



① Omit whenever duplicated by road work traffic control.

① ROAD CONSTRUCTION AHEAD W20-1103(0)-48 for contract construction projects

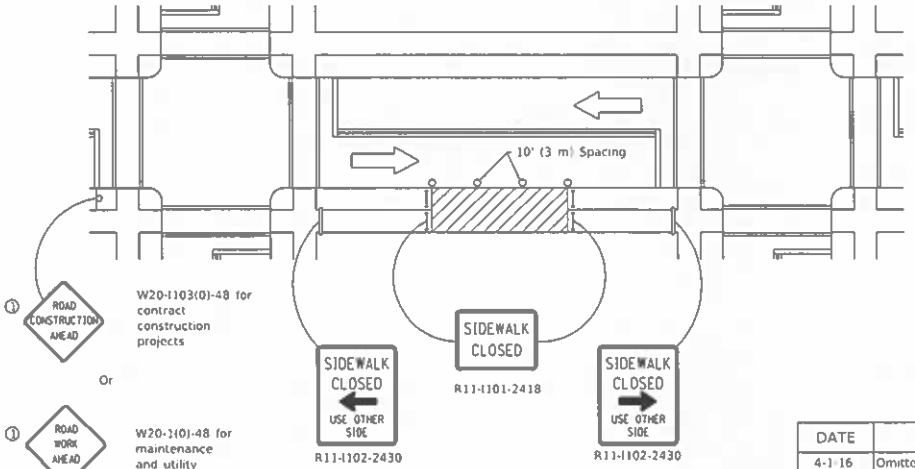
Or

① ROAD WORK AHEAD W20-1101(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



① ROAD CONSTRUCTION AHEAD W20-1103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD W20-1101(0)-48 for maintenance and utility projects

SIDEWALK CLOSURE

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2 4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED April 1 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED April 1 2016
ENGINEER OF DESIGN AND ENVIRONMENT

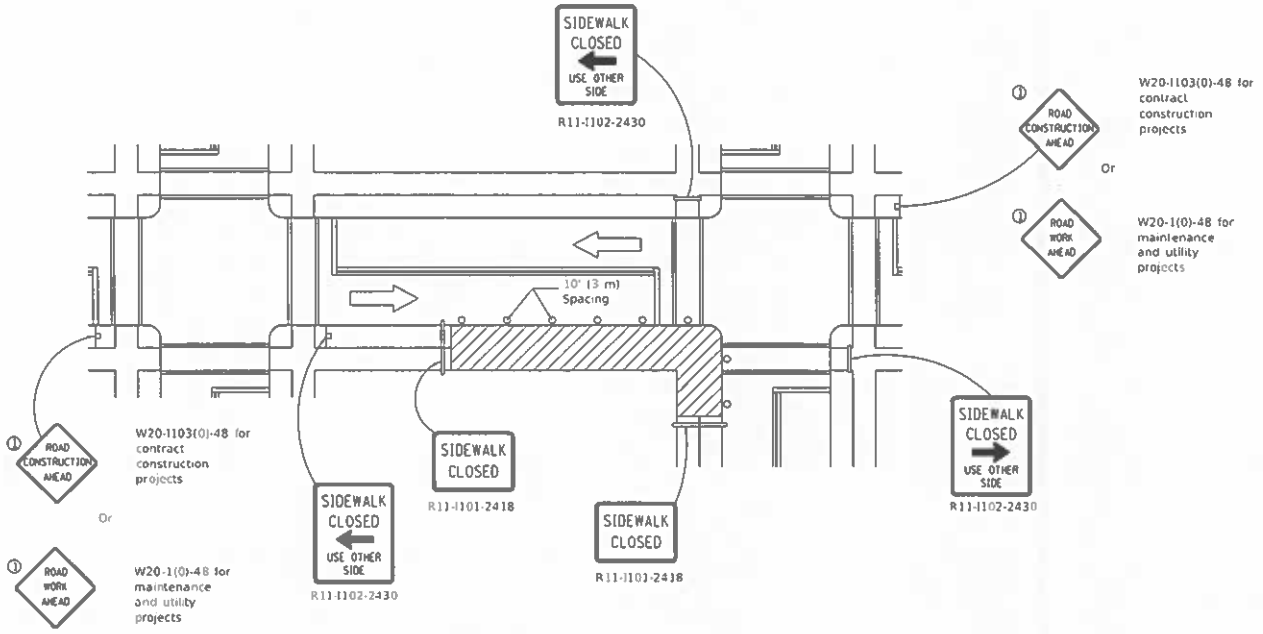
ISSUED 1-1-97

DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Std.

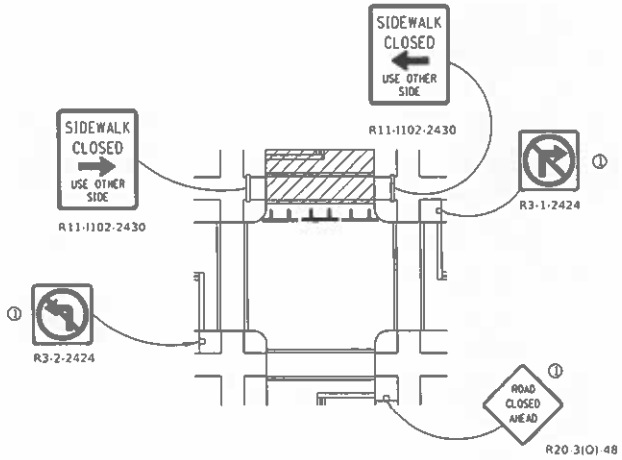
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation

PASSED April 1, 2016
ENGINEER OF SAFETY ENGINEERING

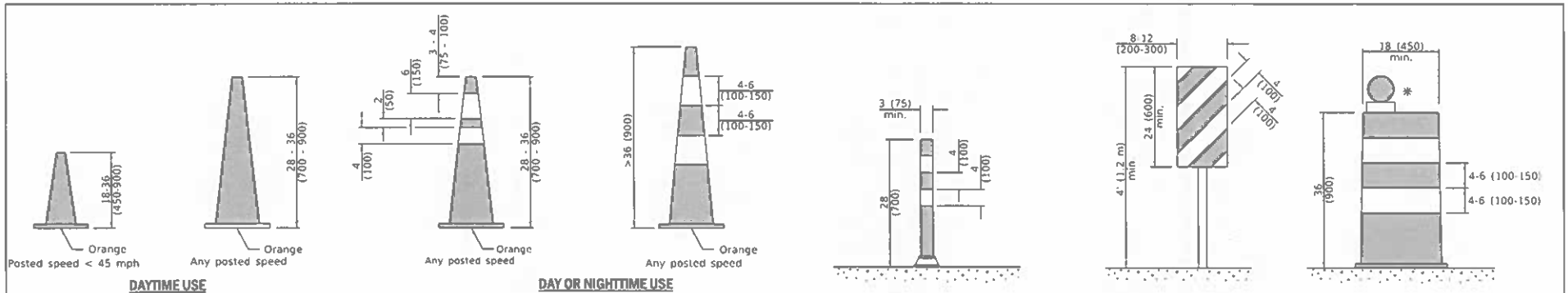
APPROVED April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-17

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06



DAYTIME USE

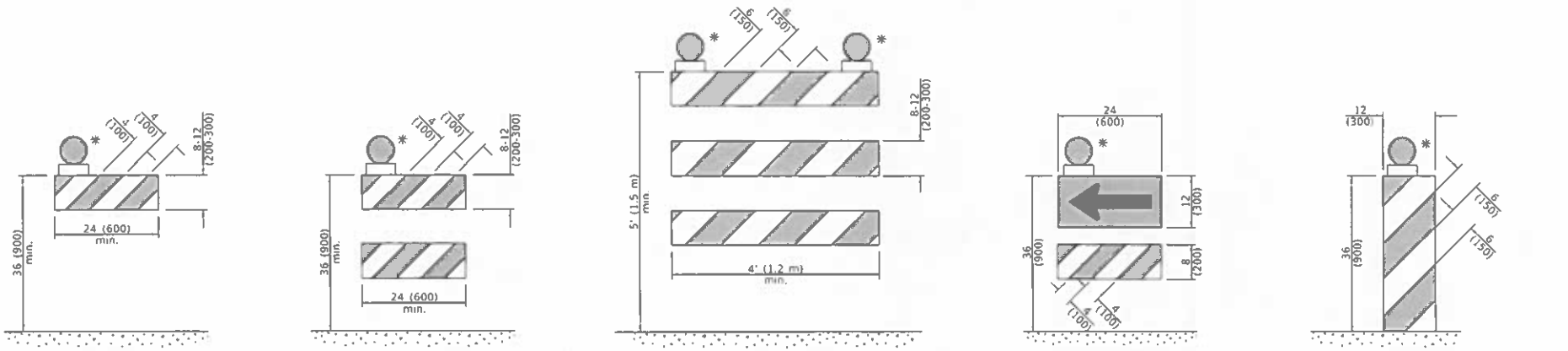
DAY OR NIGHTTIME USE

CONES

TUBULAR MARKER

VERTICAL PANEL
POST MOUNTED

DRUM



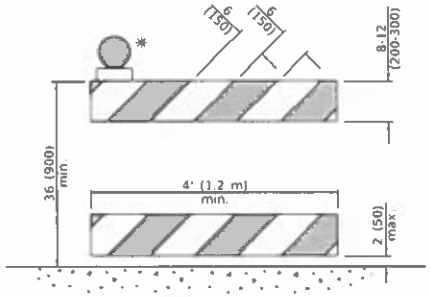
TYPE I BARRICADE

TYPE II BARRICADE

TYPE III BARRICADE

DIRECTION INDICATOR BARRICADE

VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

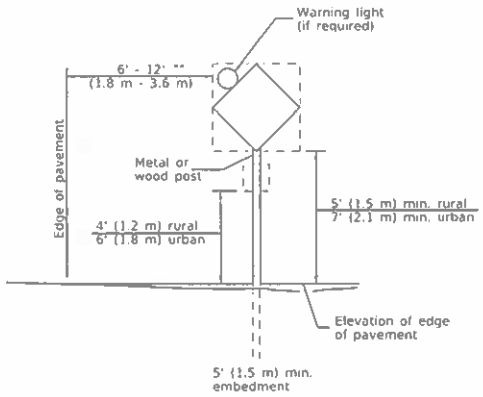
ISSUED 1-1-19

DATE	REVISIONS
1-1-19	Revised cone usage and
	added cones >36" (900 m) height.
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.

TRAFFIC CONTROL DEVICES

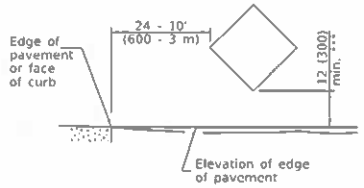
(Sheet 1 of 3)

STANDARD 701901-08



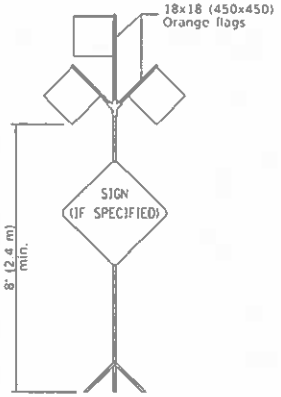
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



G20-1104(0)-6036 G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



W21-1115(0)-3618
R2-1-3648
R10-1108p-3618 ****
R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

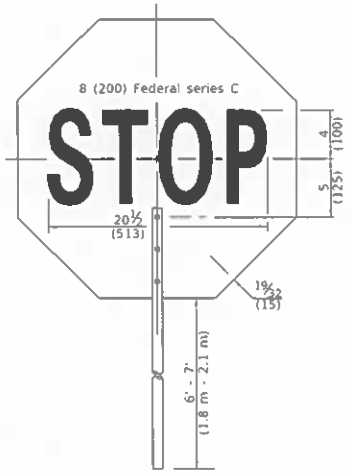
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



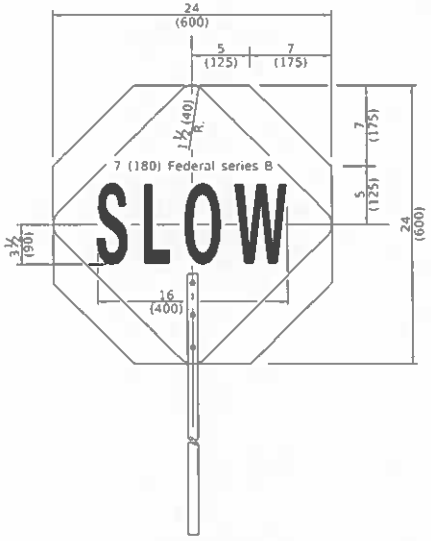
W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation

APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

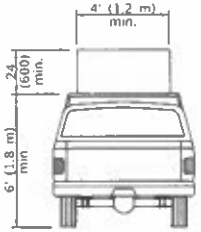
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

BD408 1-1-13

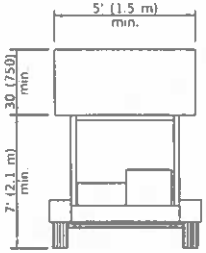
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

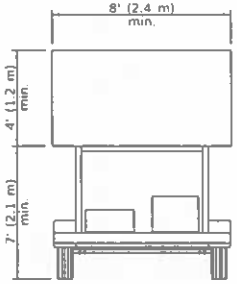
STANDARD 701901-08



TYPE A ROOF MOUNTED

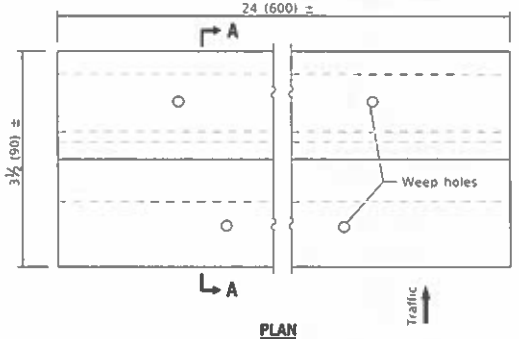


TYPE B ROOF OR TRAILER MOUNTED

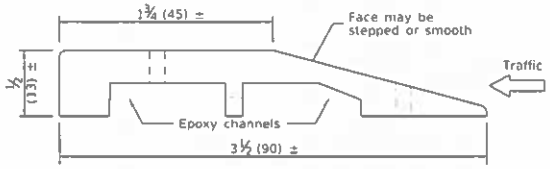


TYPE C TRAILER MOUNTED

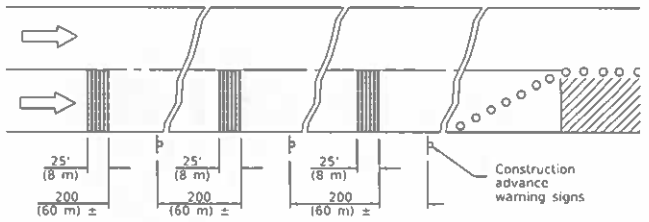
ARROW BOARDS

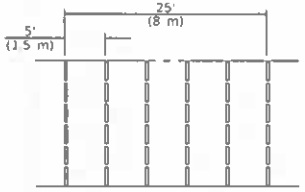


PLAN



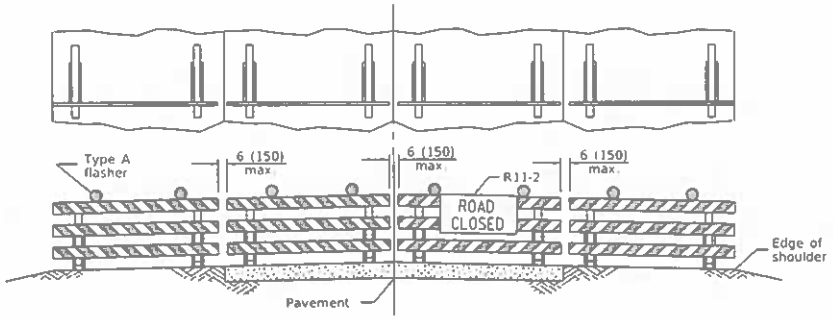
SECTION A-A





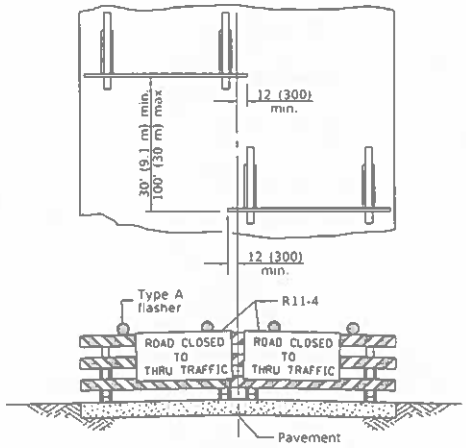
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Illinois Department of Transportation

APPROVED January 1 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1 2019
ENGINEER OF TRAFFIC AND ENVIRONMENT

ISSUED 1-1-19

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. General

The Work under this Contract consists primarily of sidewalk replacement along with limited concrete curb replacements at various locations within the Village. The actual locations and quantities will not be known at the time of bidding, however, it is the intention of the Village to systematically repair defective sidewalk, centralize the work in subdivisions and along arterial/collector streets. The project may also include individual locations throughout the Village. The approximate number of units for each Unit Price Item are estimated based on quantities performed on past projects and what is expected to be completed under this year's project using available funding. The quantities listed are illustrative and not firm or guaranteed.

2. P.C. Concrete Sidewalk Removal and Replacement - 5" – Local Streets

This Work shall consist of saw-cutting, removing and replacing 5" thick and 5' (or 4') wide P.C. Concrete sidewalk segments over existing base using 2" x 6" wooden forms (steel forms of equal rigidity are acceptable for replacements not exceeding 40' if true line and grade can be maintained), sloped 1/4 inch per foot towards the street for positive drainage. **Sidewalk crossing driveways shall be 6" thick.** The Contractor shall be responsible to rework or remove existing base materials or add CA6 aggregate base as needed to establish correct grade and thickness at no extra cost to the contract.

This work will only occur on local village streets excluding State and County right of ways and Village Roads that use IDOT Highway Standards listed in the special provisions for Traffic Control and Protection special provision for Non-Local Roads.

All newly poured concrete shall be struck-off, consolidated and finished to a true and even surface with floats and trowels. The surface shall be grooved every 5 feet at right angles to the centerline, edged with an edging tool, brush finished and sealed with a membrane curing compound as soon as practical without marring the surface. Full depth expansion joints will be required at all locations where the sidewalk abuts existing curb or pavement and at minimum fifty (50) foot intervals in the sidewalk. Sidewalks broken out across driveways must be poured within forty-eight (48) hours to avoid long term inconvenience to the residents.

Handicap walk replacement shall be in accordance with detail included in Attachment C for truncated dome requirements. Prefabricated truncated dome panels as manufactured by Armor-Tile Systems, ADA Solutions or Detectile Corporation shall be installed and **will be supplied by the Village** for any locations encountered on this project.

This work shall be paid for at the Contract Unit Price per square foot for P.C. Concrete Sidewalk Removal and Replacement - 5" – **Local Streets**, which price shall include all saw-cutting, excavation, aggregate base materials, curing compound, expansion joints, installation of Village supplied truncated dome panels, lawn restoration, additional 1" of concrete at driveway crossings and all appurtenances necessary to complete the specified Work.

3. P.C. Concrete Sidewalk Removal and Replacement - 5" – Non-Local Streets

This Work shall consist of saw-cutting, removing and replacing 5" thick and 5' (or 4') wide P.C. Concrete sidewalk segments over existing base using 2" x 6" wooden forms (steel forms of equal rigidity are acceptable for replacements not exceeding 40' if true line and grade can be maintained),

sloped 1/4 inch per foot towards the street for positive drainage. **Sidewalk crossing driveways shall be 6" thick.** The Contractor shall be responsible to rework or remove existing base materials or add CA6 aggregate base as needed to establish correct grade and thickness at no extra cost to the contract.

This work will only occur on non-local Village streets including State and County roads along with some Village Roads that use IDOT Highway Standards listed in the special provision for Traffic Control and Protection for Non-Local Roads.

All newly poured concrete shall be struck-off, consolidated and finished to a true and even surface with floats and trowels. The surface shall be grooved every 5 feet at right angles to the centerline, edged with an edging tool, brush finished and sealed with a membrane curing compound as soon as practical without marring the surface. Full depth expansion joints will be required at all locations where the sidewalk abuts existing curb or pavement and at minimum fifty (50) foot intervals in the sidewalk. Sidewalks broken out across driveways must be poured within forty-eight (48) hours to avoid long term inconvenience to the residents.

For all Non-Local Roads the work will exclude any intersection areas and will not require any ADA panels or ramps.

This work shall be paid for at the Contract Unit Price per square foot for P.C. Concrete Sidewalk Removal and Replacement - 5" – **Non-Local Streets**, which price shall include all saw-cutting, excavation, aggregate base materials, curing compound, expansion joints, installation of Village supplied truncated dome panels, lawn restoration, additional 1" of concrete at driveway crossings and all appurtenances necessary to complete the specified Work.

4. Combination Concrete Curb and Gutter Removal and Replacement, Type M-4.12 & B-6.12

This work shall consist of curb and gutter removal and replacement and installing new concrete curb and gutter to match existing, with two (2) #4 continuous epoxy coated reinforcing bars. Curb and gutter removed adjacent to driveways shall be replaced the following day (weather permitting). In no case shall driveways be left inaccessible over weekends.

Vertical forms shall be used on both front and back of all newly installed curb and gutter unless otherwise directed by the Project Supervisor.

Curbs shall be depressed at all driveways and sidewalks unless otherwise directed by the Project Supervisor.

This work shall be paid for at the Contract Unit Price per lineal foot for Combination Concrete Curb and Gutter Removal and Replacement, which price shall include saw-cutting, curing compound, lawn restoration and all appurtenances necessary to complete the specified Work.

5. Detectable Warnings

This work shall consist of removal and replacement of the existing sidewalk curb ramps as indicated in bid documents and as determine by the Engineer. All work and material for sidewalk curb and detectable warnings shall be in accordance with the applicable portions of Sections 424 and 440 of Standard Specifications and in compliance with American with Disability Act, Accessibility Guidelines (ADAAG).

Sidewalk ramps shall be installed at all street intersections and as determined by the engineer at other locations. All sidewalk ramps shall comply with Village standard and with Section 424.09

of Standard Specifications requirements. Refer to the attached Village standard and detail for plan sheet #10 & 11.

Prefabricated truncated cast iron dome panels as manufactured by ADA Solutions (Village preferred), Armor-Tile Systems or Armorcast Products Company or an approved equal will be supplied and installed by the contractor. Field cutting of detectable warning panels is not allowed and manufactured radial panels are required for curved applications

Sidewalk curb and ramps disturbed during the performance of this project shall be restored as follows: the base shall be restored with compacted crushed stone (CA-6) or original thickness but not less than a minimum thickness of three (3) inches.

Curb ramps shall be a minimum five (5) inches thick. The Contractor shall saw-cut the existing sidewalk at the beginning and end of each section to be removed. All necessary saw-cutting shall be considered included in the contract unit price. A three-fourths (3/4) inch performed expansion joint shall be installed wherever a proposed sidewalk curb ramp abuts an existing concrete sidewalk or combination curb and gutter.

Sidewalk curb ramps will be measured for payment as concrete sidewalk (as indicated in Concrete Sidewalk Replacement special provision). Only the stamped (with truncated domes) areas will be measured for payment as detectable warnings. Unless requested and approved by the Engineer differently, the detectable warnings will be paid per the following criteria:

a. For type A or B single ramp configuration-10.0 square feet (2'x5' area).
b. For type A or B double (corner) ramp confiquration-20.0 square feet (2'x10' area).

All new Portland Cement Concrete sidewalk curb ramps shall be treated with a protective coat application (Articles 420.8, 422.10 and 1023.01) of the Standard Specifications. This cost is incidental to the pay item.

All forms shall be removed from the site, by the Contractor, no more than twenty four (24) hours after form striping. Any excess concrete (on both sides of sidewalk curb and ramp) shall be removed to allow proper backfill and parkway restoration.

Basis of Payment

This work shall be measured in place and paid for at the Contract unit price per square foot for DETECTABLE WARNINGS.

6. Asphalt Pavement Patching – 2"

The contractor shall be responsible for all asphalt pavement restorations required due to sidewalk and curb replacement. Asphalt pavement shall include all driveway and street pavements. Prior to sidewalk or curb removal, the contractor shall saw-cut existing adjacent pavement at a point no more than 2' from the sidewalk/curb unless otherwise directed by the project supervisor. Pavement patching shall consist of adding CA-6 limestone base as needed and placing a compacted 2" layer of asphalt surface mix. The contractor will be required to provide safe access for residents by backfilling all excavated pavements with CA-6 crushed limestone no later than 3 days following installation of new sidewalk or curb. Removal of temporary stone and final pavement restoration must be completed no later than 2 weeks from installation of concrete sidewalk or curb.

Damage to existing driveways beyond the specified limits due to contractor negligence shall be the responsibility of the contractor and will not be eligible for payment. The contractor shall take the

utmost care to limit damage to private driveways and street pavement. **All asphalt work must be performed by a licensed asphalt paving contractor.**

This work shall be paid for at the contract unit price per square yard for Asphalt Pavement Patching – 2" and includes all saw-cutting, asphalt pavement removal, CA6 limestone base and installation and removal of temporary stone.

7. Sodding: A Professional Landscaping Company, pre-approved by the Project Engineer, must perform all permanent sod restoration. This work shall be in accordance with Sections 211 and 252 of the Standard Specifications except as modified herein.

All lawn restoration areas that the Project Engineer deems necessary for sod replacement will be mark out and will be permanently restored using sod. Prior to placing sod the area shall be prepped with 4" pulverized topsoil. Topsoil furnish and placement shall be included in this item and not be paid for separately.

Sod: Use top quality, 12 to 18 month old bluegrass sod consisting of a minimum of 3 varieties of Bluegrass evenly blended, such as Adelphi, Rugby, Glade, Parade or equivalent. Sod shall be ¾-inch thick, 24 inches wide, and 6-feet long with each piece being of uniform size and thickness for proper installation.

Sod shall be properly moist at the time of cutting and shall be laid within 24 hours of cutting to prevent excessive heat buildup. Restoration areas are depicted on the plans. Areas disturbed that are adjacent to the new pavement shall be restored with sod. Any additional sod restoration area shall be approved by the Engineer. The minimum width of the restoration shall be two (2) feet off the edge of the new pavement. Lay sod with ends staggered by a minimum of one (1) foot. Adjust the sod so seams are firmly butted together and curled edges are laid flat. Water thoroughly until subsoil is wet and whenever sod shows signs of drying or wilting. Sprinklers or nozzle hoses are acceptable. Continue watering until the Project is accepted. Watering shall be in accordance with Section 252. Fertilize immediately prior to placement. Fertilizer shall be in accordance with article 252.03 and shall be applied via mechanical spreader. Sod operations shall be repeated until a satisfactory uniform stand of grass is obtained as determined by Northbrook Public Works.

A well-made lawn is desired and the Contractor must perform the Work in accordance with the best lawn making practice. In the absence of rain, all sodded areas must be watered thoroughly. The Contractor must supply a watering truck at no additional cost to the Contract. Contractor shall furnish all hoses, meters, back flow preventers, and any other connections necessary to perform watering needs. The direct use of Northbrook Fire Hydrants will not be permitted for acquiring water for watering the restoration. Water must be obtained at the Village of Northbrook Public Works Center located at 655 Huehl Road where a hydrant meter is set up to monitor the exact amount of water discharged. The contractor is required to properly document all water used when drawing water. There is no fee for water used for this project.

This Work will be paid for at the Contract Unit Price, per square yard, for "Sodding".

8. Lawn Restorations

The Contractor shall use heavy duty plywood or polymer panels made specifically for equipment travel over grass parkways to minimize rutting and other lawn damage.

The Contractor shall be responsible for all lawn restorations directly related to the Work. All lawn areas excavated or disturbed for the placement of concrete forms or equipment shall be backfilled

with topsoil to the top edge of the poured sidewalk, ramp or curb. The topsoil shall be tamped to reduce voids and settlement and the surface fine graded prior to sowing seed. Lawn restorations shall be completed within five (5) business days of the completed concrete pour at each Work Site. **Barricades must remain over all excavated areas until holes are backfilled with topsoil.** Arthur Clesen, Inc.'s "sunny mix" seed or approved equal shall be used for all lawn restorations. The Village reserves the right to withhold partial payment to cover late season lawn restorations that are not fully established during the current growing season and need a second application of topsoil and seed in the spring.

The cost for this work shall be considered incidental to the Unit Price Items contained in this Contract.

9. Sprinkler Systems, Fences & Other Surface Structures

All lawn sprinkler systems, fences, adjacent lawn and pavement areas and other surface structures shall be protected during the performance of the Work. All said items that are moved or damaged due to the performance of the Work shall be repaired and/or replaced within five (5) business days at the Contractor's expense. No additional compensation will be allowed.

10. Traffic Control and Protection Special

This work shall be done in accordance with applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

Furnishing, installing, maintaining, relocating and removing all traffic control devices (Type 1 barricades) equipped with **flashing yellow lights** used for the purpose of regulating, warning or directing pedestrian or vehicular traffic during construction shall be considered incidental to the cost of the Contract. The Contractor shall be responsible for flaggers required during the Work in order to regulate and maintain 2-way traffic in the vicinity of the Work.

All traffic control devices used on this project must conform to the "Standards Specifications for Traffic Control Devices for Streets and Highways". Barricades without flashing yellow lights will be rejected and must be replaced immediately.

Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards contained herein, relating to traffic control.

HIGHWAY STANDARDS: See Attachment C

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. At least 24 hour advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access is going to be limited. Removal and replacement of curb and gutter and driveway shall be planned so as to minimize the driveway outage duration. The work shall be accomplished such that the streets will be open to traffic at the end of each working day.`

Access by emergency vehicles and school busses through the job sites shall be of major and continuous consideration in the Contractor's scheduling and sequence of operations.

Basis of Payment

This Work will not be paid for separately, but shall be considered incidental to the Unit Price for P.C. Concrete Sidewalk Removal and Replacement - 5" Local Streets and P.C. Concrete Sidewalk Removal and Replacement - 5" Non-Local Streets.

11. Saw-Cutting

This Work shall consist of saw-cutting and scoring control joints on existing concrete sidewalks, pavements, driveways or curb and gutters to a sufficient depth to ensure a clean break at the time of removal. The concrete slurry must be cleaned off with water/broom.

This Work will not be paid for separately, but shall be considered incidental to the Unit Price Items contained in this Contract.

12. Excavation Material

All excavation material shall be promptly and directly placed in dump trucks thereby reducing restoration to lawn areas. Lawful disposal of excavation materials shall be considered incidental to the cost of the Contract.

13. Trees

The Contractor shall use the utmost caution when working near parkway trees to avoid damage to the trunk, branches and root system. Contractor will be held responsible for the full cost to replace any trees damaged due to negligent operations.

Tree trimming for clearance of construction equipment and major root removal shall only be done under the authorization of the Project Engineer and shall be incidental to the cost of the Contract.

Root pruning of trees will be performed by Village crews where necessary prior to removal and replacement of the sidewalk. The Village will make every effort to have all root pruning completed before commencement of the project, however, should simultaneous operations be required, the contractor shall work with the Village to coordinate schedules. Root pruning is essential to help limit damage to parkway trees from sidewalk replacement operations and minimize future damage to new sidewalk.

14. Renewal for Subsequent Project Years

Owner reserves the right, but shall be under no obligation, to offer to renew this Contract with Contractor for up to three additional project years (2025, 2026, 2027) on an annual basis with cost adjustments not exceeding the annual percentage increase in the Chicago Consumer Price Index for all urban consumers for the previous twelve month period. The total contract adjustment at any adjustment period may not exceed the Chicago Consumer Price Index from the date of the contract.

Owner shall notify Contractor of his desire to renew the Contract for an additional project year on or about March 1st of that project year. Contractor shall notify Owner not later than March 15th whether or not he will enter into a renewal of the Contract with Owner at the adjusted Unit Prices for that year. Note quantities will vary each year. The Village expects to be able to provide the total project budget in the renewal letter. A renewal of the contract will require renewal of insurance, insurance of new bonds, and contractor obtaining new Cook County permits and bonds. All requirements of the contract are still in effect. Contractor must pay the current prevailing wage.

VILLAGE OF NORTHBROOK

CONTRACT FOR 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

PERFORMANCE BOND Bond #393479M

KNOW ALL MEN BY THESE PRESENTS: that Schroeder And Schroeder, Inc., as Principal, hereinafter called Contractor, and Ohio Farmers Insurance Company as Surety, a corporation organized and existing under the laws of the State of Illinois, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of Three Hundred and Sixty Eight Thousand and One Hundred Twelve Dollars and Zero Cents ($368,112.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated April 4, 2024, with Owner entitled "Contract Agreement Between Village of Northbrook and Schroeder & Schroeder, Inc. for the 2024 Sidewalk Removal and Replacement Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal and replacement of defective portland cement concrete sidewalk segments; and removal and replacement of selected combination concrete curb and gutter segments; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs,

executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 12th day of April, 2024.

Attest/Witness:

By: Mary L Brount
Mary L Brount

Title: Corporate Secretary

PRINCIPAL: **Schroeder & Schroeder, Inc.**

By: Chris Schroeder
Chris Schroeder

Title: **President**

Attest/Witness:

By: V O'Connor
V O'Connor

Title: Commercial Lines Director

SURETY: Ohio Farmers Insurance Company

By: Cathie M. Demitropoulos
Cathie M. Demitropoulos

Title: Attorney-in-Fact

Telephone: 630-355-2077

OHIO FARMERS INSURANCE COMPANY ★ CHARTERED ★ 1848

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF NORTHBROOK

CONTRACT FOR 2024 SIDEWALK

REMOVAL AND REPLACEMENT PROJECT

LABOR AND MATERIAL PAYMENT BOND Bond #393479M

KNOW ALL MEN BY THESE PRESENTS: that Schroeder And Schroeder, Inc., as Principal, hereinafter called Contractor, Ohio Farmers Insurance Company Surety, a corporation organized and existing under the laws of the State of Illinois hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Three Hundred and Sixty Eight Thousand One Hundred Twelve Dollars and Zero Cents ($368,112.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated April 4, 2024, with Owner entitled "Contract Agreement Between Village of Northbrook and Schroeder & Schroeder, Inc. for the 2024 Sidewalk Removal and Replacement Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal and replacement of defective portland cement concrete sidewalk segments; and removal and replacement of selected combination concrete curb and gutter segments; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workman-like manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on

machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this 12th day of April, 2024.

Attest/Witness:

By: _____
Mary L. Brount

Title: Corporate Secretary

PRINCIPAL: **Schroeder & Schroeder, Inc.**

By: _____
Chris Schroeder

Title: **President**

Attest/Witness:

By: _____
V O'Connor

Title: Commercial Lines Director

SURETY Ohio Farmers Insurance Company

By: _____
Cathie M. Demitropoulos

Title: Attorney-in-Fact

Telephone: 630-355-2077

OHIO FARMERS INSURANCE COMPANY ★ CHARTERED ★ 1848

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of **NAPERVILLE** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **21st** day of **MARCH** A.D., **2014**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **21st** day of **MARCH** A.D., **2014**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of April A.D., 2024.

Frank A Carrino *Secretary*

Frank A. Carrino, *Secretary*

Ordinance 2018-34

Ordinance Ascertaining the Prevailing Rate of Wages in Cook County

Passed by the Board of Trustees, 6/12/2018
Printed and Published 6/13/2018

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

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

/s/ Debra J. Ford
Village Clerk

Ordinance 2018-34

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

Ordinance Ascertaining the Prevailing Rate of Wages in Cook County

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

The State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2012) ("***Act***"). The Act requires that the Village of Northbrook ("***Village***") investigate and ascertain the prevailing rate of wages for laborers, mechanics and other workers in Cook County employed in performing construction of public works for the Village. Any term appearing in this Ordinance that is also used in the Act shall have the same meaning as that ascribed to it in the Act.

Section 2. WAGE RATE DETERMINATION

To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained and determined to be the same as the prevailing rate of wages for construction work in Cook County as determined by the State of Illinois Department of Labor as up to May 24, 2018. A copy of that determination is attached hereto, and by this reference incorporated herein, as ***Exhibit A***. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the State of Illinois Department of Labor shall supersede the Department of Labor's May 2018 determination and apply to any and all public works construction undertaken by the Village. The most recent revisions to the prevailing rate of wages in Cook County by the Illinois Department of Labor are available for access by the public on the Department's official website.

Section 3. PUBLIC WORKS CONSTRUCTION

Nothing herein contained shall be construed to apply the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

Section 4. PUBLIC POSTING

The Village Clerk is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the Village the determination of the prevailing rate of wages for Cook County as set forth in this Ordinance.

Section 5. FILING, PUBLICATION

The Village Manager is hereby directed to:

(a) promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

(b) cause a notice of this determination to be published in a newspaper of general circulation within the area, within thirty (30) days of its filing with the Department of Labor of the State of Illinois.

(c) mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate.

(d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contracts.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in effect upon its passage, approval, and publication in the manner provided by law.

Adopted: 6/12/2018

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	Kathryn Ciesla, Trustee
AYES:	Frum, Karagianis, Buehler, Ciesla, Israel, Collison, Han

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

VILLAGE OF NORTHBROOK (OWNER)
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
APPLICATION FOR PROGRESS PAYMENT NO. _____

FOR THE PERIOD:---------- _ TO ---------- _____, INCLUSIVE SHEET _____ OF _____ SHEETS

CONTRACTOR'S NAME AND ADDRESS: _---------- __---------- _____ ---------- _____

CONTRACT PRICE (LUMP SUM): $ _____ ESTIMATED COST (UNIT PRICE): $ _____

	NO. AND DESCRIPTION OF UNIT			WORK PERFORMED TO DATE		
ITEM NO. (1)	DETAILED ESTIMATE (2)	UNIT PRICE (3)	COST ESTIMATED (4)	NO. OF UNITS (5)	AMOUNT EARNED TO DATE (6)	% COMPLETE (7)

FOR THE PERIOD: _____ TO _____, INCLUSIVE SHEET _____ OF _____ SHEETS

VILLAGE OF NORTHBROOK (OWNER)
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
APPLICATION FOR PROGRESS PAYMENT NO. _____

CONTRACTOR'S NAME AND ADDRESS: .....

CONTRACT PRICE (LUMP SUM): $ _____ ESTIMATED COST (UNIT PRICE): $ _____

	NO. AND DESCRIPTION OF UNIT			WORK PERFORMED TO DATE		
ITEM NO. (1)	DETAILED ESTIMATE (2)	UNIT PRICE (3)	COST ESTIMATED (4)	NO. OF UNITS (5)	AMOUNT EARNED TO DATE (6)	% COMPLETE (7)
	Future Items	- - - -				
		-				

VILLAGE OF NORTHBROOK (OWNER)
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
APPLICATION FOR PROGRESS PAYMENT NO. _____

		----------	----------	----------		----------
		-	----------	----------		----------

		-				

		-				

VILLAGE OF NORTHBROOK (OWNER)
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
APPLICATION FOR PROGRESS PAYMENT NO. _____

CERTIFICATE OF CONTRACTOR OR ITS DULY AUTHORIZED REPRESENTATIVE: To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of Work and material shown on the face of Sheet(s) _____ of this application are correct, that all Work has been performed and materials supplied in full accordance with the terms and conditions of the Contract between the undersigned as Contractor and Village of Northbrook as Owner, dated: _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract account up to and including the last day of the period covered by this application and that no part of the "Total Amount Due" has been received:

(a) Total amount earned (col. 6) ..... $ _____

(b) Retained percentage (10%) ..... $ _____

(c) Total earned less retained percentage ..... $ _____

(d) Total previously certified (Line (c) from previous application no. _____) ..... $ _____

(e) Amount due this estimate ..... $ _____

(f) Excess cost of field engineering and inspection ..... (Subtract) $ _____

(g) Total Amount Due ..... $ _____

I further certify that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to this date have been paid in full in accordance with the requirements of said Contract. I further certify that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

_____ _____

DATE:

CONTRACTOR

By: _____
Title: _____

CERTIFICATE OF THE CONSULTING ENGINEERS OF THE VILLAGE OF NORTHBROOK: I certify that I have verified this application, and that to the best of my knowledge and belief it is a true and correct statement of Work performed and materials supplied under the Contract, and that Contractor's certified statement of account and the amount due is correct and just, and that all Work and materials included in this application have been performed in full accordance with the terms and conditions of the Contract and authorized changes thereto.

_____ _____

DATE:

NAME

By: _____
Title: _____

VILLAGE OF NORTHBROOK RECOMMENDATION FOR PAYMENT: Approved and Payment Recommended:

DATE: VILLAGE OF NORTHBROOK

By: Title: _____

#9899512_v1

SWORN STATEMENT TO OWNER

STATE OF _____)
)
COUNTY OF _____)

Page __ of __

The affiant, _____, being first duly sworn, on oath deposes and says that: Affiant is the _____ of _____, which has a Contract with _____, for _____ for the following described premises, to wit: _____; and Affiant is authorized to make this Sworn Statement to Owner.

Affiant further deposes and says: That, for the purpose of said Contract, the following persons have been contracted with, and have or are furnishing and preparing materials for, and have done or are doing labor on, said improvement; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this Sworn Statement to Owner is a full, true, and complete statement of all such persons, the amounts paid and the amount due or to become due to each.

1 Subcontractor or Supplier	2 Kind of Work	3 Amount Of Contract	4 Retention (Incl. Current)	5 Net Previously Paid	6 Net Amount This Payment	7 Balance To Complete
TOTAL						

AMOUNT OF ORIGINAL CONTRACT	$	WORK COMPLETED TO DATE	$
ADDITIONS TO CONTRACT	$	LESS ___% RETAINED	$
TOTAL CONTRACT AND ADDITIONS	$	NET AMOUNT EARNED	$
CREDITS TO CONTRACT	$	NET PREVIOUSLY PAID	$
ADJUSTED TOTAL CONTRACT	$	NET AMOUNT OF THIS PAYMENT	$
		BALANCE TO COMPLETE (Inc. Retention)	$

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 90% of the cost of work completed to date unless otherwise approved by Owner.

I herewith tender Waivers of Lien for all materials and labor furnished.

Signed:

Name: _____

Title: _____

Subscribed and sworn to be before me
this ___ day of _____, 20__.

_____
Notary Public

This Sworn Statement to Owner must be submitted to Owner before each and every payment.

VILLAGE OF NORTHBROOK
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
CHANGE ORDER

CHANGE ORDER NUMBER _____

I. ITEM DESCRIPTIONS

ITEM 1.

Description of Changes Involved:

Reason for Change:

Revision in Price

ITEM 2.

Description of Changes Involved:

Reason for Change:

Revision in Price

VILLAGE OF NORTHBROOK
CONTRACT FOR
FY 24/25 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM
BETWEEN VILLAGE OF NORTHBROOK AND *CONTRACTOR NAME*
CHANGE ORDER

II. ADJUSTMENTS IN AMOUNT OF CONTRACT:

Amount of Original Contract Price	$
Net (addition) (reduction) due to previous Change Orders Nos. ____ to ____	$
Amount of Contract Price, not including this Change Order	$
Change (addition) (reduction) to Contract Price due to this Change Order	$
Amount of Contract Price including this Change Order	$

III. FINDINGS.

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

___ is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

___ is germane to the Contract in its original form as signed; and/or

___ is in the best interest of the Owner and authorized by law.

IV. ACCEPTANCE.

RECOMMENDED FOR ACCEPTANCE:

By: _____ Date: _____
Project Engineer

ACCEPTED: By my authorized signature below, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any Subcontract under the Contract that is 50% or more of the original Subcontract price.

By: Date: _____
Contractor

APPROVED:

WAIVER OF LIEN TO DATE

STATE OF _____)
)
COUNTY OF _____)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____ to furnish _____ _____ for the premises known as _____ _____ of which the Village of Northbrook is the Owner.

The undersigned, for and in consideration of _____ ($ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the materials, supplies, equipment, fixtures, apparatus, machinery, or other items furnished, and on the moneys, funds, or other considerations due or to become due from the Owner, on account of labor, services, materials, supplies, equipment, fixtures, apparatus, machinery, or other items furnished to this date by the undersigned for the above-described premises. The undersigned further represent(s) and warrant(s) that the statements contained in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, are true and correct, and that the undersigned is authorized to make this Waiver of Lien to Date.

Given under hand and seal this_____ day of_____ , 20__.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner; if waiver is for a limited liability company, the company name should be used and managing member should sign and designate himself as managing member.

AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that: The undersigned is the _____ of the _____ which has a Contract with _____ for the _____ work for the premises known as _____ _____ owned by the Village of Northbrook, the total amount of the Contract including extras is $ _____ , on which payment of $ _____ has been received prior to this payment; all waivers are true, correct, and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of said waivers; the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

; and there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than above-stated.

Signed this _____ day of _____ , 20__.

Signature: _____

Name: _____

Title: _____

Subscribed and sworn to be before me this ___ day of _____, 20__.

_____
Notary Public

EXHIBIT A

STATE OF_____)
)
COUNTY OF_____)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that no waivers have been issued in anticipation of payment, but only to evidence payments received from

Contractor, Subcontractor or Supplier	Date	Check No.	Amount

The undersigned further deposes and says that the Village of Northbrook ("Owner") is entitled to rely on the accuracy of the statements made herein and in the Waiver of Lien to Date and Affidavit attached hereto; and that all rights to repudiate any waiver or to assert any claim against Owner are hereby waived, including, without limitation, any claim or right to repudiate any waiver based on industry custom, practice or course of dealing.

Signed this ___day of _____, 20__.

Signature:_____

Printed Name:_____

Title: _____

SUBSCRIBED AND SWORN
to before me this ____ day
of _____, 20__.

_____
Notary Public

My Commission expires:

#10088401_v1

FINAL WAIVER OF LIEN

STATE OF_____)
)
COUNTY OF _____)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____ to furnish _____ _____ for the premises known as _____ _____ of which the Village of Northbrook is the Owner.

The undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the materials, supplies, equipment, fixtures, apparatus, machinery, or other items furnished, and on the moneys, funds, or other considerations due or to become due from the Owner, on account of labor, services, materials, supplies, equipment, fixtures, apparatus, machinery, or other items heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises. The undersigned further represent(s) and warrant(s) that the statements contained in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, are true and correct, and that the undersigned is authorized to make this Final Waiver of Lien.

Given under hand and seal this____ day of _____ , 20__.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner; if waiver is for a limited liability company, the company name should be used and managing member should sign and designate himself as managing member.

AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that: The undersigned is the _____ of the _____ which has a Contract with _____ for the _____ work for the premises known as _____ _____ owned by the Village of Northbrook, the total amount of the Contract including extras is $ _____ , on which payment of $_____ has been received prior to this payment; all waivers are true, correct, and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of said waivers; the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

; and there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than above-stated.

Signed this _____ day of_____, 20__.

Signature: _____

Name: _____

Title: _____

Subscribed and sworn to be before me this ___ day of_____ , 20__.

Notary Public _____

EXHIBIT A

STATE OF_____)
)
COUNTY OF_____)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that no waivers have been issued in anticipation of payment, but only to evidence payments received, including without limitation the final payment, and any partial payments(s) not previously identified in a Waiver of Lien to Date; that the Village of Northbrook ("Owner") is entitled to rely on the accuracy of the statements made herein and in the Final Waiver of Lien and Affidavit attached hereto; and that all rights to repudiate any waiver or to assert any claim against Owner are hereby waived, including, without limitation, any claim or right to repudiate any waiver based on industry custom, practice or course of dealing.

Signed this ___day of _____, 20__.

Signature:_____

Printed Name:_____

Title: _____

SUBSCRIBED AND SWORN
to before me this ____ day
of _____, 20__.

Notary Public _____

My Commission expires:

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing the Execution of a Contract with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 Asphalt Street Rehabilitation Program

Overview
The Village of Northbrook's asphalt street rehabilitation program includes pavement milling and resurfacing of public asphalt streets and select patching of defective areas of pavement on various streets.

Fiscal Impact
The Water Main Extension Fund account 21-4180-727-00 will cover the cost of full depth patching at locations where trenches were required for the water main construction. The Infrastructure Capital Projects Fund account 40-7400-531-10 will cover the road patching costs while the Motor Fuel Tax Fund account 24-7300-531-11 will cover the resurfacing of roadways. Sufficient funds are not available in the MFT fund for this portion of the work and a budget amendment will be needed.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Water Main Extension	21-4180-727-00	$9,263,740	$171,341	$108,000	$63,341	Yes
Maintenance of Asphalt Streets (non-MFT)	40-7400-531-10	$2,391,035	$205,003	$205,000	$3	Yes
Maintenance of Asphalt Streets (MFT)	24-7300-531-11	$2,456,946	$264,010	$325,912	-$61,902	No

Recommendation
Approval.

Background

As part of its ongoing maintenance responsibilities, the Public Works Department utilizes both a computerized pavement management system program and an annual review of the relative condition and age of asphalt to rate each segment of Asphalt Street, select the streets to be scheduled for rehabilitation, and determine the most cost-effective strategy for rehabilitation. The Village utilizes a five-point scale (1 is “Poor” and 5 is “Like New”) when completing these ratings. As discussed in the Capital Improvement Plan (CIP), the Village’s goal is to have no more than 10% of the Village’s streets rated in the two lowest categories: poor or many failures. Programs such as the 2024 Asphalt Resurfacing Program are a critical component in working toward this goal.

Resurfacing work planned for Ridge Road, Caryn Terrace, Wendy Drive, and Daryl Lane will begin later this fall after water main installation work has been completed. In addition to the pavement resurfacing, the project work includes spot removal and replacement of defective concrete curb & gutter and public sidewalk, utility structure adjustments, and restoration of the parkway on these streets following construction. A map of the streets to be rehabilitated this year is attached as Exhibit A.

The program also includes patching of defective pavement on streets that are rated as “Limited Failures” or a 3 on the Village’s scale. Performing this select patching is a cost-effective way to extend the useful life of streets by dealing with localized failures before they compromise more of the roadway.

Bid packages were prepared by staff and the project was advertised on the Village website. It was also advertised in the Illinois Department of Transportation (IDOT) Local Roads Transportation bulletin on March 21. On Thursday, April 4, the Village received six sealed bids. A summary of bids can be found below under Table 1.

Table 1 - Summary of Bids	
Contractor	**Bid Total**
Peter Baker and Son Co.	$638,912
Schroders Asphalt Services	$650,697
Johnson Paving	$743,800
Builders Asphalt	$749,808
Brothers Asphalt Paving, Inc.	$762,640
Chicagoland Paving	$765,000

After review, staff determined that Peter Baker and Son Co. of Lake Bluff, Illinois (the "Contractor") submitted the lowest, most responsive bid in the amount of $638,912. The Contractor has completed recent paving projects for the Village. Project representatives from the Villages of Vernon Hills and Schiller Park both provided a positive reference and indicated the Contractor completed their projects without major issues. Staff anticipates the Contractor

will be able to complete the work on time and in accordance with the plans and specifications.

Staff recommends Village Board approval of a Resolution authorizing the execution of a contract with Peter Baker and Son Co. of Lake Bluff, Illinois for the Fiscal Year 2024/25 Asphalt Resurfacing and Rehabilitation Program in the amount of $638,912. Staff will be present at the Village Board of Trustees meeting to answer any questions that may arise.

A Resolution Authorizing the Execution of a Contract with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 Asphalt Street Rehabilitation Program
Exhibit A - Project Location Map.pdf
Exhibit B - Contract.pdf

Resolution 2024-XXX

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

A Resolution Authorizing the Execution of a Contract with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 Asphalt Street Rehabilitation Program

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/25 Budget provides for the maintenance of asphalt streets. The Village's asphalt street rehabilitation program for Fiscal Year 2024/25 ("***Asphalt Street Rehabilitation Program***") includes pavement milling and resurfacing of public asphalt streets and select patching of defective areas of pavement on various streets. Bid packages for the Asphalt Street Rehabilitation Program were prepared by staff and picked up by nine local paving contractors. On Thursday, April 4, the Village received six sealed bids. The lowest, most responsive bid was submitted by Peter Baker and Son Co. of Lake Bluff, Illinois ("***Contractor***") in the amount of $638,912.

The Village's Fiscal Year 2024/25 Budget contains sufficient funds for the Asphalt Street Rehabilitation Program in Account Nos. 21-4180-727-00 (Water Distribution Fund) and 40-7400-531-10 (Infrastructure Capital Projects Fund). Sufficient funds are not available in 24-7300-531-11 (Motor Fuel Tax Fund) and a budget amendment will be needed.

Based on these factors, Village staff recommends entering into a contract between the Village and the Contractor for the Asphalt Street Rehabilitation Program ("***Contract***").

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

Section 2. Approval of Contract.

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

Section 3. Authorization to Execute Contract.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least five original copies of the Contract executed by the Contractor and compliance by the Contractor with all required conditions for closing include the delivery of bonds and insurance certificates.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

GISConsortium

FY 2024/2025 Roadway Improvements



0 450 900 ft

Roadway Improvements

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.

Notes

Exhibit A

Illinois Department of Transportation

Local Public Agency Formal Contract

Contractor's Name: Peter Baker and Sons Co.

Contractor's Address: 1349 Rockland Rd | City: Lake Bluff | State: IL | Zip Code: 60044

STATE OF ILLINOIS

Local Public Agency: Village of Northbrook | County: Cook | Section Number: 24-00186-00-RS

Street Name/Road Name: Various | Type of Funds: MFT and Corporate

☐ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of HighwaysSignature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Northbrook	Various	Cook	24-00186-00-RS

1. THIS AGREEMENT, made and concluded the _____ (Day) day of _____ (Month and Year) between the Village (Local Public Agency Type) of Northbrook (Local Public Agency), known as the party of the first part, and Peter Baker and Son Co. (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00186-00-RS (Section Number) in Village of Northbrook (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

The Village (Local Public Agency Type) of Northbroook (Name of Local Public Agency)

Attest:

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Peter Baker & Son Co.

President, Party of the Second Part Signature & Date

By: 04/19/2024

Arthur M. Baker II, President

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Attest:

Secretary Signature & Date

04/19/2024

Robert G. Baker, Secretary/Treasure

Partner Signature & Date

Partners doing Business under the firm name of

(SEAL, if required by the LPA)

Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Illinois Department of Transportation

Contract Bond

Bond #108004498

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Northbrook	Cook	Various	24-00186-00-RS

Bond Information to be returned to Local Public Agency at _____ (Complete Address)

We, Peter Baker & Son Co., 1349 Rockland Rd., Lake Bluff, IL 60044 (Contractor's Name and Address)

a/an Corporation organized under the laws of the State of Illinois (State) as PRINCIPAL, and

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 (Surety Name and Address)

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

Six hundred thirty nine thousand ten and 65/100's**********

Dollars ($639,010.65) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 19th (Day) day of April, 2024 (Month and Year).

PRINCIPAL

Company Name	Company Name
Peter Baker & Son Co	
By	By
Signature & Date: 04/19/2024	Signature & Date
Arthur M. Baker II, President	
Attest	Attest
Signature & Date: 04/19/2024	Signature & Date
Robert G. Baker, Secretary/Treasurer	

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF LAKE

I, Victoria A. Meyer, a Notary Public in and for said county, do hereby certify that
Notary Name

Arthur M. Baker & Robert G. Baker
Insert name of individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2024
Day Month, Year

(SEAL) VICTORIA A MEYER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2024

Notary Public Signature & Date
Victoria A. Meyer 04/19/2024

Date commission expires 12/01/2024

SURETY

Name of Surety
Travelers Casualty and Surety Company of America

Title
By: Samantha Bradtke
Samantha Bradtke, Attorney In Fact

STATE OF IL
COUNTY OF Cook

I, Laurie A. Bradtke, a Notary Public in and for said county, do hereby certify that
Notary Name

Samantha Bradtke
Insert name of individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2024
Day Month, Year

(SEAL) OFFICIAL SEAL
LAURIE A BRADTKE
Notary Public, State of Illinois
Commission No. 585417
My Commission Expires
August 07, 2027

Notary Public Signature & Date
Laurie A. Bradtke 04/19/2024

Date commission expires 08/07/2027

Approved this _____ day of
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Clerk
Local Public Agency Type

Awarding Authority

Awarding Authority Signature & Date

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Bradtke** of **SCHAUMBURG**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of April, 2024.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF NORTHBROOK	Cook	24-00186-00-RS	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Northbrook Public Works (Name of Office) Department, 655 Huehl Road, Northbrook, IL 60062 (Address) until 11:00 AM (Time) on 04/04/24 (Date).

Sealed proposals will be opened and read publicly at the office of Northbrook Public Works (Name of Office) Department, 655 Huehl Road, Northbrook, IL 60062 (Address) at 11:00 AM (Time) on 04/04/24 (Date).

DESCRIPTION OF WORK

Location	Project Length
Various streets throughout the Village. See location map.	3166 feet

Proposed Improvement

Asphalt pavement reconstruction, full-depth pavement replacement, pavement patching, resurfacing, curb and gutter repairs, minor drainage structure repairs, pavement markings and restoration

1. Plans and proposal forms will be available in the office of

The Village of Northbrook website at www.questcdn.com. Quest Project #9002861. Download cost for this project is $22. For questions contact Jim Huff, 847-664-4122

2. ☐ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF NORTHBROOK	Cook	24-00186-00-RS	Various

PROPOSAL

1. Proposal of Peter Baker & Son Co.
Contractor's Name
1349 Rockland Rd., Lake Bluff, IL 60044.
Contractor's Address

2. The plans for the proposed work are those prepared by Vill. of Northbrook Public Works Dept. 655 Huehl Rd Northbrook and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 07/06/24 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village of Northbook Treasurer of _____.
The amount of the check is 5% Bid Bond - 5% of total bid price (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 24-00186-00-RS.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF NORTHBROOK	Cook	24-00186-00-RS	Various

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: Peter Baker & Son Co.

Contractor's Address: 1349 Rockland Rd. | City: Lake Bluff | State: IL | Zip Code: 60044

Local Public Agency: Village of Northbrook | Cook | 24-00186-00-RS

Route(s) (Street/Road Name): Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	HMA SURF CRSE, MIX D, N50	TON	870	$86.00	$74,820.00
2	PLY L B MM, IL-4.75, N50	TON	510	$102.00	$52,020.00
3	BIT MTRLS (TACK COAT)	POUND	9865	$0.01	$98.65
4	HMA SURF REM, 2"	S.Y.	9865	$2.98	$29,397.70
5	HMA SURF REM, BUTT JOINT	S.Y.	180	$1.00	$180.00
6	CONC. DW PVMT R & R	S.Y.	100	$140.00	$14,000.00
7	HMA DRIVEWAY R & R	S.Y.	250	$51.00	$12,750.00
8	HMA SURF REM & REPL, 2"	S.Y.	5391	$20.35	$109,706.85
9	HMA SURF REM & REPL, 4"	S.Y.	577	$44.15	$25,474.55
10	CLASS D PATCHES, TY II, 4"	S.Y.	164	$60.00	$9,840.00
11	CLASS D PATCHES, TY III, 4"	S.Y.	164	$45.00	$7,380.00
12	CLASS D PATCHES, TY IV, 4"	S.Y.	2300	$33.85	$77,855.00
13	COMB CONC. C&G R&R	L.F.	2805	$57.70	$161,848.50
14	INL TO BE ADJUSTED	EA.	10	$330.00	$3,300.00
15	CB TO BE ADJUSTED	EA.	10	$330.00	$3,300.00
16	FR AND LIDS TO BE ADJ	EA.	27	$475.00	$12,825.00
17	M URTHAN PVMT MK - LN 4"	L.F.	2171	$1.05	$2,279.55
18	M URTHAN PVMT MK - LN 6"	L.F.	2019	$2.05	$4,138.95
19	M URTHAN PVMT MK - LN 12"	L.F.	1238	$3.05	$3,775.90
20	M URTHAN PVMT MK - LN 24"	L.F.	563	$5.00	$2,815.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name
Village of Northbrook	Cook	24-00186-00-RS	Various

Item Number	Items	Unit	Quantity	Unit Price	Total
21	M URTHAN PVMT MK - L & S	S.F.	563	$5.00	$2,815.00
22	SODDING, SPL.	S.Y.	200	$15.00	$3,000.00
23	HOT-POURED JOINT SEALER	POUND	800	$5.00	$4,000.00
24	BRICK DW REM & REPL	S.F.	160	$20.00	$3,200.00
25	TR CNTRL & PRT 701501-06	LSUM	1	$18,090.00	$18,090.00
26	TR CNTRL & PRT 701801-06	LSUM	1	$100.00	$100.00
				Bidder's Total Proposal	$639,010.65

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF NORTHBROOK	Cook	24-00186-00-RS	Various

SIGNATURES

(If an individual)

Signature of Bidder | Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature | Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Peter Baker & Son Co

Signature | Date: 04/01/2024

Title: Arthur M. Baker II, President

Business Address: 1349 Rockland Rd

City: Lake Bluff | State: IL | Zip Code: 60444

Insert Names of Officers

President: Arthur M. Baker II

Secretary: Robert G. Baker

Treasurer: Robert G. Baker

Attest:

Robert G. Baker Secretary

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Northbrook	Cook	Various	24-00186-00-RS

All contractors are required to complete the following certification

☐ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers: Local 152-Chicagoland Laborer J.A.T.C., Local 1035-Fox Valley, Local 32 Rockford; Operators: Local 150 Midwest Operating Engineers; Teamsters: Local 301 International Brotherhood of Teamsters Joint Council #25 Training Fund; Subcontracted work: Grinding - See Laborers & Operators; Steel - Local Union #1 Ironworkers; Fence Erectors - Ironworkers 63; Concrete - Local 502 & 503; Cement Finishers - See Laborers, Teamsters & Operators, N. IL Cement Masons & Plasters J.A.T.C. Local 11, 673 Teamsters Local; Striping - See Teamsters & General Teamsters 179 of Will County, 786 International Brotherhood of Teamsters; Landscaping-See Operators; Electrical - IBEW 9, IBEW 364, IBEW 150; Traffic Control -International Brotherhood of Teamsters Joint Council 25, Local 731; Laborers - Local 152 Chicagoland Laborer J.A.T.C.; Operators - Local 150 Midwest Operating Engineers; Sewer - Laborers Local 2 Chicagoland Laborer J.A.T.C.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date
Peter Baker & Son Co	04/04/2024
Title	
Arthur M. Baker II, President	

Address	City	State	Zip Code
1349 Rockland Rd	Lake Bluff	IL	60044

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF NORTHBROOK	Cook	Various	24-00186-00-RS

I, Arthur M. Baker II (Name of Affiant) of Lake Bluff (City of Affiant), IL (State of Affiant),
being first duly sworn upon oath, state as follows:

1. That I am the President (Officer or Position) of Peter Baker & Son Co (Bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Peter Baker & Son Co (Bidder), will maintain a business office in the State of Illinois, which will be located in Lake (County) County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

04/04/2024

Print Name of Affiant

Arthur M. Baker II, President

Notary Public

State of IL

County Lake

Signed (or subscribed or attested) before me on 04/04/2024 (date) by

Arthur M. Baker II, President (name/s of person/s), authorized agent(s) of

Peter Baker & Son Co (Bidder).

VICTORIA A MEYER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2024

Notary Public Signature & Date

04/04/2024

My commission expires 12/01/2024

Illinois Department of Transportation

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE.**

	1	2	3	4	Awards Pending	
County and Contract Number	MCHENRY 62T64	LAKE 15-00118-12-CH	LAKE 20-00999-80-RS	LAKE 62T71		
Contract With	IDOT	BERGER CONTRACTING	LAKE COUNTY	IDOT		
Estimated Completion Date	10/31/24	09/30/24	06/01/24	09/30/24		
Total Contract Price	$4.282.507	$355.921	$5.344.031	$3.787.665		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$4.282.507	$0	$268.460	$3.787.665	$0	$8,338.632
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$355,921	$0	$0	$0	$355,921
				Total Value of All Work		$8,694.553

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	$53,665			$55,467		$109,132
Portland Cement Concrete Paving						$0
HMA Plant Mix	$2.957,344	$319.654	$30.460	$1,885,792		$5,193,250
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$94,253			$13.080		$107,333
Highway, R.R. and Waterway Structures						$0
Drainage				$230,830		$230,830
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$642,894	$24,497		$351,247		$1,018,638
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Other)						$0
Installation of Raised Pavement Markers						$0
Totals	$3,748,156	$344,151	$30,460	$2,536,416	$0	$6,659,183

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	DENLER	PROTACK	KREATIVESCAPE	ARTEAGA LANDSCAPING	
Type of Work	CRACK ROUTING	LONG JT SEAL	CONCRETE	LANDSCAPING	
Subcontract Price	$20,823	$11,770	$362,762	$69,054	
Amount Uncompleted	$20,823	$11,770	$58,000	$69,054	
Subcontractor	HOME TOWNE ELECTRIC		HOME TOWNE ELECTRIC	RULA'S ENTERPRISES	
Type of Work	ELECTRICAL		ELECTRICAL	CONCRETE	
Subcontract Price	$51,915		$215,062	$495,549	
Amount Uncompleted	$51,915		$20,000	$495,549	
Subcontractor	ROAD FABRICS		MIDWEST FENCE CORP	HOME TOWNE ELECTRIC	
Type of Work	LONG JT SEAL		GUARDRAIL	ELECTRIC	
Subcontract Price	$139,741		$97,705	$337,441	
Amount Uncompleted	$139,741		$0	$337,441	
Subcontractor	DUNN CO		CAMPANELLA & SONS	PROTACK	
Type of Work	RUMBLE STRIPS		SEWER	LONG JT SEAL	
Subcontract Price	$14,867		$1,505,826	$148,225	
Amount Uncompleted	$14,867		$100,000	$148,225	
Subcontractor	ALLSTATE SW CUTTING		D2K STRIPING	ALLSTATE SAW CUTTING	
Type of Work	SAWING		STRIPING	SAWING	
Subcontract Price	$146,135		$137,756	$17,352	
Amount Uncompleted	$146,135		$50,000	$17,352	
Subcontractor	PRECISION PAVT MARKING		ROAD FABRICS	PRECISION PAVT MARKING	
Type of Work	STRIPING		PROTACK	STRIPING	
Subcontract Price	$140,837		$89,827	$128,662	
Amount Uncompleted	$140,837		$0	$128,662	
Subcontractor	FCS LLC		LANDSCAPES BY WEISS	HIGHSTAR TRAFFIC	
Type of Work	TRAFFIC CONTROL		LANDSCAPE	TRAFFIC CONTROL	
Subcontract Price	$20,033		$83,491	$54,966	
Amount Uncompleted	$20,033		$10,000	$54,966	
Total Uncompleted	$534,351	$11,770	$238,000	$1,251,249	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____ 2024.

_____

Notary Public

My commission expires 12/1/2024

(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*

Officer or Director Title

Signed

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE.**

	5	6	7	8	Awards Pending	
County and Contract Number	LAKE 14-00144-20-CH	LAKE 24-00000-01-GM	LAKE 60N11	MCHENRY 62T01		
Contract With	CAMPANELLA & SONS	NORTH CHICAGO	BERGER CONTRACTING	AREATHA CONSTRUCTION		
Estimated Completion Date	08/15/24	05/31/24	10/31/24	08/01/24		
Total Contract Price	$673.218	$1,312.192	$3.037,882	$49.599		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$0	$1,312,192	$0	$0	$0	$9,650,824
Uncompleted Dollar Value if Firm is the Subcontractor	$673.218	$0	$2,198.417	$49,599	$0	$3.277,155
				Total Value of All Work		$12,927,979

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		$14,664				$123,796
Portland Cement Concrete Paving						$0
HMA Plant Mix	$564,885	$527,421	$2,100,000	$49,599		$8,435,155
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$3,900	$11,125	$33,417			$155,775
Highway, R.R. and Waterway Structures						$0
Drainage		$141,895				$372,725
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$82,425	$109,426				$1,210,489
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$651,210	$804,531	$2,133,417	$49,599	$0	$10,297,940

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor	ROAD FABRICS	SUBURBAN CONCRETE	PROTACK		
Type of Work	LONG JT SEAL	CONCRETE	LONG JT SEAL		
Subcontract Price	$22,008	$415,889	$109.079		
Amount Uncompleted	$22,008	$415,889	$65,000		
Subcontractor		PETONICA ELECTRIC			
Type of Work		ELECTRICAL			
Subcontract Price		$8,540			
Amount Uncompleted		$8,540			
Subcontractor		ACTION FENCE			
Type of Work		FENCE			
Subcontract Price		$12,640			
Amount Uncompleted		$12,640			
Subcontractor		KD STAPLES			
Type of Work		LANDSCAPE			
Subcontract Price		$42,203			
Amount Uncompleted		$42,203			
Subcontractor		MAINTENANCE COATINGS			
Type of Work		STRIPING			
Subcontract Price		$12,678			
Amount Uncompleted		$12,678			
Subcontractor		TRAFFIC CONTROL & PROT			
Type of Work		TRAFFIC CONTROL			
Subcontract Price		$15,711			
Amount Uncompleted		$15,711			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$22,008	$507,661	$65,000	$0	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

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Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE.**

	9	10	11	12	Awards Pending	
County and Contract Number	IDOT 62R18	LAKE 61H33	COOK 61H59	COOK		
Contract With	BERGER CONTRACTORS	DUNNET BAY CONSTRUCTION	ALLIANCE CONTRACTORS	DIMEO - GLENVIEW		
Estimated Completion Date	11/27/24	07/19/24	07/31/24	7/36/24		
Total Contract Price	$607.033	$410.016	$559.961	$276,304		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$0	$0	$0	$0	$0	$9.650.824
Uncompleted Dollar Value if Firm is the Subcontractor	$607,033	$332,127	$514,157	$276,304	$0	$5,006,776
				Total Value of All Work		$14.657,600

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						$123,796
Portland Cement Concrete Paving						$0
HMA Plant Mix	$389,189	$290.593	$456,706	$268,484		$9,840,127
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$13.628					$169,403
Highway, R.R. and Waterway Structures						$0
Drainage						$372,725
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$176,440	$41,534	$57,451	$7,820		$1,493,734
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$579,257	$332,127	$514,157	$276,304	$0	$11,999,785

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	9	10	11	12	Awards Pending
Subcontractor	ROAD FABRICS				
Type of Work	LONG JT SEAL				
Subcontract Price	$25,245				
Amount Uncompleted	$25,245				
Subcontractor	QUALITY SAW & SEAL				
Type of Work	RUMBLE STRIPS				
Subcontract Price	$2,531				
Amount Uncompleted	$2,531				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$27,776	$0	$0	$0	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

Illinois Department of Transportation
Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE.**

	13	14	15	16	Awards Pending	
County and Contract Number	LAKE	LAKE 62J41	COOK 62K70	COOK 62N37		
Contract With	CAMPANELLA & SONS - PARK CITY CSMC	CAMPANELLA & SONS - IDOT	LORIG CONSTRUCTION	HOME TOWNE ELECTRIC		
Estimated Completion Date	07/30/24	9/31/24	10/21/25	11/01/24		
Total Contract Price	$169.950	$225.636	$738.173	$19.930		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$0	$0	$0	$0	$0	$9,650.824
Uncompleted Dollar Value if Firm is the Subcontractor	$169.950	$225.636	$738.173	$19.930	$0	$6.160,465
				Total Value of All Work		$15.811,289

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						$123.796
Portland Cement Concrete Paving						$0
HMA Plant Mix	$158.357	$225,636	$664,813	$11,114		$10.900.047
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces						$169.403
Highway, R.R. and Waterway Structures						$0
Drainage						$372.725
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$11,593		$51,305	$8.816		$1,565,448
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$169,950	$225,636	$716,118	$19,930	$0	$13,131,419

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	13	14	15	16	Awards Pending
Subcontractor			PROTACK		
Type of Work			LONG JT SEAL		
Subcontract Price			$22,055		
Amount Uncompleted			$22,055		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$0	$0	$22,055	$0	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

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Lake Bluff, Il 60044

Illinois Department of Transportation
Bureau of Construction
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Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

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Part I. Work Under Contract

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	17	18	19	20	Awards Pending	
County and Contract Number	KANE 62T77	MCHENRY 62T62	MCHENRY 24-01000-01-GM	MCHENRY 24-04000-01-GM		
Contract With	IDOT	IDOT	MCHENRY CTY	MCHENRY CTY		
Estimated Completion Date	08/15/24	08/31/24	08/31/24	08/31/24		
Total Contract Price	$491.941	$1,222.902	$166.848	$150.832		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$491,941	$1,222,902	$166.848	$150,832	$0	$11,683,347
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$0	$0	$0	$6.160.465
				Total Value of All Work		$17,843,812

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork		$4,350				$128,146
Portland Cement Concrete Paving						$0
HMA Plant Mix	$237.966	$638,824	$150.969	$111,338		$12,039,144
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$11.504	$18,040	$10.184			$209,131
Highway, R.R. and Waterway Structures						$0
Drainage		$66.000				$438,725
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$73,219	$201,755	$5,695	$27,659		$1,873,776
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$322,689	$928,969	$166,848	$138,997	$0	$14,688,922

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	17	18	19	20	Awards Pending
Subcontractor	D&R ENVIRONMENTAL	BROWNFIELD ENVIRONMENTAL		COUNTRYMAN	
Type of Work	CCDD	CCDD		STRIPING	
Subcontract Price	$9,000	$16,235		$11,835	
Amount Uncompleted	$9,000	$16,235		$11,835	
Subcontractor	LANDMARK CONTRACTORS	KREATIVE SCAPE			
Type of Work	CONCRETE	CONCRETE			
Subcontract Price	$19,103	$190,839			
Amount Uncompleted	$19,103	$190,839			
Subcontractor	PETONICA ELECTRIC	PETONICA ELECTRIC			
Type of Work	ELECTRICAL	ELECTRICAL			
Subcontract Price	$47,239	$1,816			
Amount Uncompleted	$47,239	$1,816			
Subcontractor	MCGINTY BROS	MCGINTY BROS			
Type of Work	LANDSCAPE	LANDSCAPE			
Subcontract Price	$3,915	$7,904			
Amount Uncompleted	$3,915	$7,904			
Subcontractor	ROAD FABRICS	ROAD FABRICS			
Type of Work	LONG JT SEAL	LONG JT SEAL			
Subcontract Price	$20,560	$20,995			
Amount Uncompleted	$20,560	$20,995			
Subcontractor	PRECISION PAVEMENT MK	PRECISION PAVEMENT MK			
Type of Work	STRIPING	STRIPING			
Subcontract Price	$31,390	$43,622			
Amount Uncompleted	$31,390	$43,622			
Subcontractor	WORK ZONE SAFETY	HIGHSTAR - TCP			
Type of Work	TRAFFIC CONTROL	TRAFFIC CONTROL			
Subcontract Price	$38,045	$12,522			
Amount Uncompleted	$38,045	$12,522			
Total Uncompleted	$169,252	$293,933	$0	$11,835	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____ 2024.

_____

Notary Public

My commission expires 12/1/2024

(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*

Officer or Director Title

Signed _____

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	21	22	23	24	Awards Pending	
County and Contract Number	MCHENRY 24-05000-01-GM	MCHENRY 24-07000-01-GM	MCHENRY 24-12000-01-GM	MCHENRY 24-16000-01-GM		
Contract With	MCHENRY CTY	MCHENRY CTY	MCHENRY CTY	MCHENRY CTY		
Estimated Completion Date	08/31/24	08/31/24	08/31/24	09/28/24		
Total Contract Price	$208,559	$395,686	$332,423	$290,538		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$208,559	$395,686	$332,423	$290,538	$0	$12,910,553
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$0	$0	$0	$6,160,465
				Total Value of All Work		$19,071,018

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork				$2,715		$130,861
Portland Cement Concrete Paving						$0
HMA Plant Mix	$203,151	$325,943	$300,095	$241,119		$13,109,452
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces		$51,659		$27,402		$288,192
Highway, R.R. and Waterway Structures						$0
Drainage						$438,725
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$5,408	$18,084	$32,328	$4,954		$1,934,550
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$208,559	$395,686	$332,423	$276,190	$0	$15,901,780

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	Awards Pending
Subcontractor				BEDROCK STABILIZATION	
Type of Work				PULVERIZING	
Subcontract Price				$6,950	
Amount Uncompleted				$6,950	
Subcontractor				PRECISION PAVEMENT MKING	
Type of Work				STRIPING	
Subcontract Price				$7,398	
Amount Uncompleted				$7,398	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$0	$0	$0	$14,348	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____ 2024.

_____

Notary Public

My commission expires 12/1/2024

(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*

Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE.**

	25	26	27	28	Awards Pending	
County and Contract Number	MCHENRY 24-00574-00-RS	KANE 24-10000-01-GM	MCHENRY 61J68	LAKE 24-00020-00-RS		
Contract With	MCHENRY CTY	KANE CTY	ALLIANCE CONTRACTORS	DEER PARK		
Estimated Completion Date	09/27/24	09/30/24	11/15/24	07/30/24		
Total Contract Price	$5.642.195	$100.950	$553,116	$439.987		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$5.642,195	$100,950	$0	$439.987	$0	$19,093,685
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$553,116	$0	$0	$6.713,581
				Total Value of All Work		$25,807,266

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	$367.444					$498.305
Portland Cement Concrete Paving						$0
HMA Plant Mix	$3,774,319	$76,730	$407,517	$290,481		$17,658.499
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$16,250	$9,100	$38,556			$352,098
Highway, R.R. and Waterway Structures						$0
Drainage	$72.415			$23,850		$534.990
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$500,075	$15,120	$85,370	$74,908		$2,610,023
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$4,730,503	$100,950	$531,443	$389,239	$0	$21,653,915

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	25	26	27	28	Awards Pending
Subcontractor	LANDMARK CONTRACTORS		ROAD FABRICS	KD STAPLES	
Type of Work	CONCRETE WORK		LONG JT SEAL	LANDSCAPING	
Subcontract Price	$227,145		$21,673	$40,959	
Amount Uncompleted	$227,145		$21,673	$40,959	
Subcontractor	HOME TOWNE ELECTRIC			DEMARR SEALCOATING	
Type of Work	ELECTRICAL			STRIPING	
Subcontract Price	$9,733			$3,788	
Amount Uncompleted	$9,733			$3,788	
Subcontractor	KUJO			HIGH STAR - TCP	
Type of Work	GUARDRAIL			TRAFFIC CONTROL	
Subcontract Price	$175,405			$3,601	
Amount Uncompleted	$175,405			$3,601	
Subcontractor	GALLAGHER ASPHALT			CLEAN CUT	
Type of Work	HOT-IN PLACE			TREE REMOVAL	
Subcontract Price	$97,650			$2,400	
Amount Uncompleted	$97,650			$2,400	
Subcontractor	KD STAPLES				
Type of Work	LANDSCAPE				
Subcontract Price	$158,060				
Amount Uncompleted	$158,060				
Subcontractor	SUPERIOR STRIPING				
Type of Work	STRIPING				
Subcontract Price	$173,524				
Amount Uncompleted	$173,524				
Subcontractor	WORK ZONE SAFETY				
Type of Work	TRAFFIC CONTROL				
Subcontract Price	$70,175				
Amount Uncompleted	$70,175				
Total Uncompleted	$911,692	$0	$21,673	$50,748	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

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Part I. Work Under Contract

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	29	30	31	32	Awards Pending	
County and Section Number	LAKE	MCHENRY 62T60	MCHENRY 25-00000-00-GM	LAKE		
Contract With	VOLO	IDOT	CITY OF MCHENRY	WARREN TOWNSHIP		
Estimated Completion Date	10/31/24	10/30/24	07/01/24	07/15/24		
Total Contract Price	$455,358	$3,484,111	$2,122,578	$1,076,876		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$455,358	$3,484,111	$2,122,578	$1,026,876	$0	$26,182,608
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$0	$0	$0	$6,713,581
				Total Value of All Work		$32,896,189

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	$27,523	$29,325	$779	$3,198		$559,130
Portland Cement Concrete Paving						$0
HMA Plant Mix	$139,774	$2,054,643	$1,595,659	$656,987		$22,105,562
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces		$52,080	$6,800			$410,978
Highway, R.R. and Waterway Structures						$0
Drainage		$25,928	$10,205	$14,850		$585,973
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$31,164	$322,580	$361,086	$204,961		$3,529,814
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$198,461	$2,484,556	$1,974,529	$879,996	$0	$27,191,457

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	29	30	31	32	Awards Pending
Subcontractor	DINATLE CONSTRUCTION	ABI CONSTRUCTION	CHADWICK CONTRACTORS	SCHROEDER & SCHROEDER	
Type of Work	CONCRETE	CONCRETE	CONCRETE	CONCRETE	
Subcontract Price	$161,663	$226,900	$57,990	$129,720	
Amount Uncompleted	$161,663	$226,900	$57,990	$79,720	
Subcontractor	KD STAPLES	PETONICA	HOME TOWNE ELECTRIC	HIGHSTAR	
Type of Work	LANDSCAPE	ELECTRIC	ELECTRIC	TRAFFIC & STRIPING	
Subcontract Price	$17,351	$33,142	$8,273	$67,160	
Amount Uncompleted	$17,351	$33,142	$8,273	$67,160	
Subcontractor	EMERGIA LLC	HUSKIE CONTRACTORS	KD STAPLES		
Type of Work	SEWER	GUARDRAIL	LANDSCAPE		
Subcontract Price	$58,633	$229,195	$53,476		
Amount Uncompleted	$58,633	$229,195	$53,476		
Subcontractor	DEMARR SEALCOATING	SINCERE LANDSCAPING	MAINTENANCE COATINGS		
Type of Work	STRIPING	LANDSCAPE	STRIPING		
Subcontract Price	$5,153	$12,268	$14,808		
Amount Uncompleted	$5,153	$12,268	$14,808		
Subcontractor	WORK ZONE SAFETY	PROTACK	HIGHSTAR - TCP		
Type of Work	TRAFFIC CONTROL	LONG JT SEAL	TRAFFIC CONTROL		
Subcontract Price	$14,097	$229,620	$13,502		
Amount Uncompleted	$14,097	$229,620	$13,502		
Subcontractor		HIGHSTAR			
Type of Work		TRAFFIC & STRIPING			
Subcontract Price		$259,685			
Amount Uncompleted		$259,685			
Subcontractor		DUNN CO			
Type of Work		RUMBLE STRIPS			
Subcontract Price		$8,745			
Amount Uncompleted		$8,745			
Total Uncompleted	$256,897	$999,555	$148,049	$146,880	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

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(Letting Date)

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Part I. Work Under Contract

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	33	34	35	36	Awards Pending	
County and Contract Number	LAKE 24-02002-02-GM	MCHENRY 24-09000-01-GM	LAKE 24-00007-00-RS	LAKE 62P09		
Contract With	LAKE COUNTY	MCHENRY COUNTY	HAINESVILLE	DUNNET BAY		
Estimated Completion Date	07/26/24	08/31/24	06/30/24	10/25/24		
Total Contract Price	$61,627	$314.134	$208.488	$453.262		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$61,627	$314,134	$208,488	$0	$0	$26.766,857
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$0	$453,262	$0	$7,166.843
				Total Value of All Work		$33,933,700

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						$559,130
Portland Cement Concrete Paving						$0
HMA Plant Mix	$48.509	$314,134	$118.244	$299.771		$22.886.220
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces				$21.507		$432,485
Highway, R.R. and Waterway Structures						$0
Drainage			$8,300			$594,273
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$13,118		$23,660	$108,968		$3,675,560
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$61,627	$314,134	$150,204	$430,246	$0	$28,147,668

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	33	34	35	36	Awards Pending
Subcontractor			CHADWICK CONTRACTING	PROTACK	
Type of Work			CONCRETE	LONG JT SEAL	
Subcontract Price			$53,484	$10,765	
Amount Uncompleted			$53,484	$10,765	
Subcontractor			KD STAPLES	SURFACE PREP	
Type of Work			LANDSCAPE	RUMBLE STRIP	
Subcontract Price			$2,800	$12,251	
Amount Uncompleted			$2,800	$12,251	
Subcontractor			DEMARR SEALCOATING		
Type of Work			STRIPING		
Subcontract Price			$2,000		
Amount Uncompleted			$2,000		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$0	$0	$58,284	$23,016	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public
My commission expires 12/1/2024
(Notary Seal)

Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

PETER BAKER & SON CO.

Affidavit of Availability

For the Letting of 4/26/2024
(Letting Date)

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Part I. Work Under Contract

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	37	38	39	40	Awards Pending	
County and Contract Number	LAKE	LAKE	COOK	LAKE 24-00111-00-PV		
Contract With	BOLDER CONTRACTORS	MAURO SEWER	DIMEO	A.LAMP CONTRACTORS		
Estimated Completion Date	08/31/24	09/15/24	8/23/824	09/29/24		
Total Contract Price	$210.221	$176.289	$326.582	$667.959		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$0	$0	$0	$0	$0	$26,766,857
Uncompleted Dollar Value if Firm is the Subcontractor	$210,221	$176.289	$326,582	$667,959	$0	$8.547,894
				Total Value of All Work		$35,314.751

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork			$12,734			$571,864
Portland Cement Concrete Paving						$0
HMA Plant Mix	$208,121	$176,289	$313,848	$667,959		$24,252,437
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces						$432,485
Highway, R.R. and Waterway Structures						$0
Drainage						$594,273
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$2,100					$3,677,660
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$210,221	$176,289	$326,582	$667,959	$0	$29,528,719

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Part III. Work Subcontracted to Others.

For each contract described in Part I. list all the work you have subcontracted to others.

	37	38	39	40	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$0	$0	$0	$0	$0

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Notary Public
My commission expires 12/1/2024
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Type or Print Name *JOHN W. BRUNNER,* *Executive Vice President*
Officer or Director Title

Signed _____

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	41	42	43	44	Awards Pending	
County and Contract Number	COOK	LAKE 61J82	COOK	COOK		
Contract With	DIMEO	ALLIANCE CONTRACTORS	PIRTANO	DIMEO		
Estimated Completion Date	05/16/25	06/30/24	08/23/24	11/01/24		
Total Contract Price	$361,245	$39,927	$231,691	$168,715		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$0	$0	$0	$0	$0	$26,766,857
Uncompleted Dollar Value if Firm is the Subcontractor	$361,245	$39,927	$231,691	$168,715	$0	$9,349,472
				Total Value of All Work		$36,116,329

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						Accumulated Totals
Earthwork						$571,864
Portland Cement Concrete Paving						$0
HMA Plant Mix	$309,728	$31,052	$231,691	$158,935		$24,983,843
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces						$432,485
Highway, R.R. and Waterway Structures						$0
Drainage						$594,273
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$51,517	$8,875		$9,780		$3,747,832
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$361,245	$39,927	$231,691	$168,715	$0	$30,330,297

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	41	42	43	44	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	$0	$0	$0	$0	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

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	45	46	47	48	Awards Pending	
County and Contract Number	LAKE 24-00014-00-RS	COOK 24-00000-01-GM	COOK 61K20			
Contract With	WADSWORTH	BUFFALO GROVE	IDOT			
Estimated Completion Date	08/31/24	06/07/24	07/31/24			
Total Contract Price	$881,002	$188,832	$1,244,877			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	$881,002	$188,832	$1,244,877	$0	$0	$29,081,568
Uncompleted Dollar Value if Firm is the Subcontractor	$0	$0	$0	$0	$0	$9,349,472
				Total Value of All Work		$38,431,040

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	$34,556					$606,420
Portland Cement Concrete Paving						$0
HMA Plant Mix	$608,829	$188,832	$539,996			$26,321,500
HMA Paving						$0
Clean & Seal Cracks/Joints						$0
Aggregate Bases & Surfaces	$48,355					$480,840
Highway, R.R. and Waterway Structures						$0
Drainage	$4,775		$51,510			$650,558
Electrical						$0
Cover and Seal Coats						$0
Concrete Construction						$0
Landscaping						$0
Fencing						$0
Guardrail						$0
Painting						$0
Signing						$0
Cold Milling, Planning & Rotomilling	$74,413		$80,426			$3,902,671
Demolition						$0
Pavement Markings (Paint)						$0
Pavement Markings (Thermoplastic)						$0
Pavement Markings (Epoxy)						$0
Installation of Raised Pavement Markers						$0
Totals	$770,928	$188,832	$671,932	$0	$0	$31,961,989

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	45	46	47	48	Awards Pending
Subcontractor	D&R ENVIRONMENTAL		SCHROEDER & SCHROEDER		
Type of Work	CCDD		CONCRETE		
Subcontract Price	$12,600		$329,759		
Amount Uncompleted	$12,600		$329,759		
Subcontractor	CHADWICK CONTRACTING		PETONICA ELECTRIC		
Type of Work	CONCRETE		ELECTRICAL		
Subcontract Price	$55,638		$3,115		
Amount Uncompleted	$55,638		$3,115		
Subcontractor	LANDSCAPES BY GARY WEISS		ARTEAGA LANDSCAPING		
Type of Work	LANDSCAPE		LANDSCAPE		
Subcontract Price	$29,732		$30,046		
Amount Uncompleted	$29,732		$30,046		
Subcontractor	PRECISION PAVEMENT MK		GALAXY UNDERGROUNDF		
Type of Work	STRIPING		SEWER		
Subcontract Price	$12,104		$148,557		
Amount Uncompleted	$12,104		$148,557		
Subcontractor			MAINTENANCE COATINGS		
Type of Work			STRIPING		
Subcontract Price			$19,277		
Amount Uncompleted			$19,277		
Subcontractor			BARRICADE LITES		
Type of Work			TRAFFIC CONTROL		
Subcontract Price			$11,683		
Amount Uncompleted			$11,683		
Subcontractor			ALLSTATE CONCRETE CUTTING		
Type of Work			SAWING		
Subcontract Price			$30,508		
Amount Uncompleted			$30,508		
Total Uncompleted	$110,074	$0	$572,945	$0	$0

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this 18th day of March 2024.

Victoria A Meyer
Notary Public

My commission expires 12/1/2024

(Notary Seal)

VICTORIA A MEYER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 01, 2024

Type or Print Name JOHN W. BRUNNER, Officer or Director — Executive Vice President, Title

Signed John W Brunner

Company PETER BAKER & SON CO.

Address 1349 Rockland Road

Lake Bluff, Il 60044

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
Village of Northbrook	Cook	24-00186-00-RS

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-24)

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Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Northbrook	Cook	24-00186-00-RS

☐ **Check this box for lettings prior to 01/01/2024.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Local Public Agency	County	Section Number
Village of Northbrook	Cook	24-00186-00-RS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Northbrook

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

"**1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following."

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

"(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations" at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time."

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

"(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

NORTHBROOK SPECIAL PROVISIONS INDEX

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DISTRICT 1 SPECIFICATIONS

ADJUSTMENTS AND RECONSTRUCTIONS

FRICTION AGGREGATE

HMA BINDER AND SURFACE COURSE

MAINTENANCE OF ROADWAYS

STATUS OF UTILITIES

TRAFFIC CONTROL PLAN

SPECIAL PROVISIONS FOR VILLAGE OF NORTHBROOK 2024 MFT STREET REHABILITATION PROGRAM

1. DESCRIPTION OF WORK

This work consists of asphalt pavement maintenance in various locations within the Village of Northbrook, Cook County. Curb and gutter removal and replacement in select locations; sidewalk removal and replacement; drainage structure adjustments; driveway and pavement patching; asphalt pavement removal; and restoration will also be necessary to complete the proposed improvements. The proposed rehabilitated pavement will consist of asphalt leveling binder and HMA surface.

2. LOCATION OF WORK

The work included in this project shall be performed at the following locations also shown in an exhibit in the plans:

1. Caryn Terr.
2. Daryl Ln.
3. Ridge Ln.
4. Wendy Dr.

3. START DATE

1. Phase 1 Surface Patching with HMA SURFACE REMOVAL AND REPLACEMENT, 2" this work shall start **May 28, 2024** or earlier if the Contractor requests to start work earlier is approved by the Engineer.

2. Phase 2 work is anticipated to begin no earlier than **June 3, 2024**. See attached location map for Phase 2. Work on a separate water main replacement contract must be completed prior to Phase 2 work beginning. The Contractor shall not start Phase 2 work until the contractor requests from the Engineer a receipt of notice to start date. The Contractor must provide the Village in writing a request by **May 20, 2024** for the actual Phase 2 start date. The contract completion date will be adjusted accordingly depending on the actual Phase 2 notice to proceed date from the Engineer. If the contractor does not request a start date and does not receive a notice to start, the contractor will abide by the contract completion date listed in section 4 part 2.

4. COMPLETION DATE

1. Surface Patching (Phase 1) with HMA SURFACE REMOVAL AND REPLACEMENT, 2" work shall be completed by **June 15, 2024**.

2. The contract completion date for (Phase 2) shall be **June 29, 2024**. The completion date for (Phase 2) punch list items shall be completed within seven (7) working days or **July 6, 2024.** The contract completion date will be adjusted if needed as detailed in the "START DATE – Item #4" special provision.

   Any extensions to the contract completion dates must be requested by the contractor in writing a minimum of two (2) weeks prior to the originally established completed date deadline. Failure to complete the work on time, liquidated damages in the amount of $1,500 for each calendar day will be

assessed until the physical work is complete, as described in Article 108.09 of the Standard Specifications.

5. TRAFFIC CONTROL PLAN

Effective: September 30, 1985
Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

IDOT HIGHWAY STANDARDS:
701301-04
701501-06
701901-08
780001-05

IDOT DISTRICT 1 STANDARDS:
BD-22 PAVEMENT PATCHING FOR BITUMINOUS SURFACE PAVEMENT
BD-32 BUTT JOINT AND BITNUMIOUS TAPER DETAILS
TC-10 TRAFFIC AND CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS

SPECIAL PROVISION

MAINTENANCE OF ROADWAYS

6. RESTRICTIONS OF THE WORK

No Work may be performed before 7:00 A.M. on weekdays. In addition, no Work requiring supervision or inspection may be performed after 5:00 P.M. or on Saturdays, Sundays and legal holidays without approval of the Project Engineer. If approved, Saturday Work may not begin earlier than 9:00 A.M. and must conclude by 5:00 P.M., or earlier if specified by the Project Engineer.

No work may be performed on Rosh Hashanah (October 3 & 4, 2024)

7. STORM SEWER WATER POLLUTION PREVENTION PLAN

GENERAL -- The following plan is established and incorporated in the project to direct the Contractor in the placement of temporary erosion control systems and to provide a storm sewer water pollution prevention plan for compliance under NPDES.

The purpose of this plan is to minimize erosion within the construction site and to limit sediments from leaving the construction site by utilizing the proper temporary erosion control systems and providing ground cover within a reasonable amount of time.

TEMPORARY EROSION CONTROL MEASURES

The Contractor shall restore the parkway within two (2) weeks after completing the work that caused the disturbance. This work will not be paid for separately, but shall be included in the cost of the pay item that causes the disturbance.

The Contractor shall not store equipment and materials outside the roadway, in order to minimize the possibility of soil erosion and fuel contamination of storm sewer water. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA Water quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.

8. PROTECTION OF TREES

There are no trees scheduled to be removed or pruned or to have any type of root treatment performed. The Contractor shall take care when working near any tree to avoid adverse impacts to the tree's health.

The Contractor shall not park equipment or stockpile materials within the root zone of any tree.

In the event that any part of the tree is damaged, the Contractor shall be responsible for repairing the damage in a manner and to the extent required by the Village Forester at no expense to the Village.

In the event that a tree is injured such that potential irreparable damage may ensue, as determined by the Village's Village Forester, the Contractor shall be liable for the full value of the tree based upon the guideline entitled Guide for Plant Appraisal, latest edition. The Contractor shall submit payment within thirty (30) days of receipt of the Village Forester's written determination to the Village in the amount of the full value of replacement worth, but shall not be paid by the Contractor through a payment deduction from this Contract.

9. HMA DRIVEWAY REMOVAL AND REPLACEMENT

The work shall consist of saw-cutting and removing existing Hot-Mix Asphalt (HMA) driveway pavement and subgrade materials; furnishing and compact the granular base material as necessary (minimum 6"); constructing a two-inch thick asphalt surface course matching the existing driveway pavement grades and slopes to the limits determined by the Engineering and in accordance with the Standard Specifications and restoring the area disturb by the work.

This work shall be performed within 10 calendar days of curb replacement.

Asphalt driveways shall be saw-cut prior to curb removal to the limits determine by the Engineer. Existing aggregate base shall be repaired/patched using virgin aggregate material CA-6, graded and compacted as necessary.

The parkway area disturbed by the Contractor shall be restored in accordance with the Special Provision for RESTORATION. The work required for the restoration shall not be paid for separately, but shall be include in the cost of HMA DRIVEWAY REMOVAL AND REPLACEMENT.

Basis of Payment

The work required to remove and replace driveway pavement on the prepared base curse shall be measured in place and paid for at the Contract Unit Price, per square yard for HMA DRIVEWAY REMOVAL AND REPLACEMENT.

10. COMBINATION CONCRETE CURB AND GUTTER REMOVAL & REPLACEMENT

This work shall consist of curb and gutter removal and replacement including curb replacement at catch basins, inlets and other locations designated by the Engineer in accordance with Section 606 of the Standard Specifications and the detail titled "Curb or Curb and Gutter Removal and Replacement" except as modified by this Special Provision.

The new concrete curb and gutter type will match the existing curb and gutter and will taper (if necessary) the profile to match the frame on drainage structures. Refer to the attached Curb and Gutter Removal and Replacement Village standards and plan details. The minimum replacement length of curb and gutter marked out for removal by the Engineer will be 5 linear feet. When framing for concrete curb and gutter the Contractor will be required to use of full vertical forms for both front and back of curb. Steel angle framing will not be permitted. The gutter flag of the combination curb & gutter will be a minimum of 10 inches thick over a compacted 3-inch granular CA-6 sub-base. Two continuous #4 epoxy coated steel reinforcement bars will be proved for all new curb and gutter. Two smooth #6 epoxy coated dowel bars will be provided at all expansion joints (60' intervals) and at connection to existing curb and gutter. Contractor shall cut contraction joints to a depth of 2" at 15' intervals as soon as practical but no more than 24 hours after pour. All excavation work for the additional depth to accommodate 3-inches of granular CA-6 and the mechanical compaction of the granular CA-6 subbase, dowel bars and rebar shall be included in the cost of COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

Voids between existing pavement and new curb and gutter shall be filled with Class SI Concrete up to top of milled surface elevation. Curbs shall be depressed at all driveways and sidewalks unless otherwise directed by the Engineer.

The Contractor shall take care when removing curb and gutter adjacent to a concrete driveway. The Contractor is solely responsible for identifying locations where the driveway pavement will likely and unavoidably be damaged during curb and gutter removal and notifying the Engineer prior to curb and gutter removal. A quantity is provided in the plans for bidding purposes, but shall only be used where authorized by the Engineer.

All saw cutting required for curb replacement on asphalt overlaid monolithic concrete pavement (including longitudinal cut) shall be included in the cost of COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT.

The Contractor shall minimize the excavation work behind the curb where parkway trees are growing in close proximity. The Contractor will be required to excavate and form the curb in a manner that causes least amount of damage to the tree root system. Exposed tree roots shall be carefully cut by the Contractor using an approved saw or root pruning loppers. This work shall be included in the cost of this item.

The parkway area disturbed by the Contractor shall be restored in accordance with the Special Provision for RESTORATION. The work required for the restoration shall not be paid for separately, but

shall be included in the cost of COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT.

All parkway areas disturbed by the Contractor that have not been restored within 10 days of the concrete pour will need to be filled in with clean topsoil. This would be a temporary measure until restoration is completed. This work shall not be paid for separately, but shall be included in the cost of this item.

Basis of Payment

This work shall be paid for at the Contract Unit Price, per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT.

11. CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACMENT

This item shall consist of the removal and replacement of section of existing Portland Cement Concrete (PCC) driveways at those locations where driveway replacement is required due to the underground utility and/or curb and gutter removal and replacement work or as directed on the jobsite by the Engineer. This work shall be performed in accordance with the applicable portions of Sections 420, 423 and 440 of the Standard Specifications. To eliminate driveway breakage all concrete driveways shall be saw cut (full depth) as directed by the Engineer. In the event the distance to any adjacent longitudinal or transverse joint or crack is less than four (4) feet from the cut, the pavement should be removed and replaced to that joint or crack, unless directed by the Engineer otherwise.

The material, width and configuration of the new replaced driveway section shall match the width and configuration of existing pavement, unless directed otherwise by the Engineer.

The damaged section of PCC driveway shall be restored to its original thickness but no less than a minimum thickness of six (6) inches, which shall be placed on a base of compacted trench backfill or CA 6, having a minimum compacted thickness of four (4) inches. All form work must be approved by the Village before delivering concrete to the site.

The Contractor shall provide a clean pavement edge for driveway replacement work and the Contractor shall re-saw-cut any driveway edges at his/her own expense if pavement edges were damaged between initial saw cutting and asphalt installation.

All work shall be done within 10 days of curb replacement.

The parkway disturbed by the Contractor shall be restored in accordance with the Special Provision for RESTORATION. The work required for the restoration shall not be paid for separately, but shall be included in the cost of CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT.

Basis of Payment

Concrete driveway replacement work, shall be paid for at the Contract Unit Price, per square yard for CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT which price shall be payment in full for performing the work as specified herein and as directed by the Engineer.

12. MATERIAL INSPECTION REPORTS

All materials incorporated in the contract are to be inspected according to the Project Procedures Guidelines (PPG) and the process and frequency of testing under the QC/QA specifications. The Contractor shall be responsible for C testing of these materials with the Engineer being notified at least forty-eight (48) hours in advance of the placement of any of these materials. The Local Agency shall be responsible for the QA testing of these materials on the job and at the plant per article 1030 of the Standard specifications. Please note that the Contractor is required to submit a QC plan to the Engineer for approval per the reference specifications.

All concrete materials incorporated in the contract are to be inspected according to the BDE Special Provision for Quality Control/Quality Assurance of Concrete Mixtures. Please note that the Contractor is required to submit a QC plan to the Engineer for approval per the referenced specifications.

The Contractor shall coordinate his work operations with the engineer to assure that the testing agencies can provide proper an sufficient notice to schedule their work. Also, all QC documentation is to be submitted to the Engineer, immediately following completion of this project. Five percent (5%) of the final contract amount due the Contractor will be withheld pending receipt of all documentation and approval of the Engineer's Final Payment Estimate by the District Bureau of Local Roads and Streets.

13. HMA SURFACE REMOVAL AND REPLACEMENT, 2"

This work shall consist of HMA surface removal and replacement for various locations designated by the Engineer in accordance with Section 440.04 of the Standard Specifications for removal and Section 406 for placement of HMA surface except as modified by this Special Provision.

This work shall consist of removing two (2) inches of asphalt pavement at locations directed by the Engineer. After pavement removal the Contractor shall place HMA surface course by the end of the workday. Bituminous materials tack coat shall not be paid for separately, but shall be included in the cost of HMA Surface Removal and Replacement, 2".

This work shall be paid for at the contract unit price per square yard for HMA surface removal and replacement, 2".

14. BITUMINOUS MATERIALS (TACK COAT):

This work shall be performed in accordance of Articles 406 of the Standard Specifications. Polymerized Bituminous Materials (Tack Coat) shall be NTEA for paving and surface patches. This work will be paid at the contract unit price per pound of BITUMINOUS MATERIALS (TACK COAT).

15. HOT-POURED JOINT SEALER

Description: This work must be performed according to the applicable sections of the "Standard Specifications for Road and Bridge Construction" Section 451 and 1050.
This work shall consist of cleaning and sealing transverse and longitudinal cracks in proposed hot-mix asphalt (HMA) pavement.

Materials: The hot-poured joint sealer shall be according to ASTM D 6690, type II.

Equipment: The sealant materials shall be combined in an oil jacketed double wall kettle (minimum 1350L (350 Gal.) capacity) equipped with an agitator (reversing rotary auger action), separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 50mm (2") hot asphalt pump and a recirculating pump to circulate the oil bath. Operating temperature in the kettle should be 124-141°C (255-285°F), and should never exceed 143°C (290°F). At the time of placement of the mixture, the surfaces to be sealed shall be dry, and the ambient temperature shall be above 4°C (40°F), and less than 29°C (85°F). If work is in progress and the ambient temperature. reaches 29°C (85°F), the work must stop

General: The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition before crack filling. Primary transverse and longitudinal working cracks shall be cleaned and sealed. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the Engineer.

Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40 °F (5 °C) or greater. Existing raised reflective pavement markers shall be protected during the crack sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.

Sealant shall be placed in the clean, dry crack. The crack shall be slightly overfilled and immediately squeegeed to provide a simple flush fill effect flush with the pavement surface, and with the edges feathered out.

The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

Basis of Payment: This work will be paid for by crack filling unit price per pound (kilogram) for "HOT POURED JOINT SEALER."

16. SODDING SPL:

A Professional Landscaping Company, pre-approved by the Project Engineer, must perform all permanent restoration procedures. This work shall be in accordance with Sections 211 and 252 of the Standard Specifications except as modified herein.

All disturbed areas shall be permanently restored using sod. Prior to placing sod the area shall be prepped with 4" pulverized topsoil. Topsoil furnish and placement shall be included in this item and not be paid for separately.

Sod: Use top quality, 12 to 18 month old bluegrass sod consisting of a minimum of 3 varieties of Bluegrass evenly blended, such as Adelphi, Rugby, Glade, Parade or equivalent. Sod shall be ¾-inch thick, 24 inches wide, and 6-feet long with each piece being of uniform size and thickness for proper installation.

Sod shall be properly moist at the time of cutting and shall be laid within 24 hours of cutting to prevent excessive heat buildup. Restoration areas are depicted on the plans. Areas disturbed that are adjacent to the new pavement shall be restored with sod. Any additional sod restoration area shall be approved by the Engineer. The minimum width of the restoration shall be two (2) feet off the edge of the new pavement. Lay sod with ends staggered by a minimum of one (1) foot. Adjust the sod so seams are firmly butted together and curled edges are laid flat. Water thoroughly until subsoil is wet and whenever sod shows signs of drying or wilting. Sprinklers or nozzle hoses are acceptable. Continue watering until the Project is accepted. Watering shall be in accordance with Section 252. Fertilize immediately prior to placement. Fertilizer shall be in accordance with article 252.03 and shall be applied via mechanical spreader. Sod operations shall be repeated until a satisfactory uniform stand of grass is obtained as determined by Northbrook Public Works.

A well-made lawn is desired and the Contractor must perform the Work in accordance with the best lawn making practice. In the absence of rain, all sodded areas must be watered thoroughly. The Contractor must supply a watering truck at no additional cost to the Contract. Contractor shall furnish all hoses, meters, back flow preventers, and any other connections necessary to perform watering needs. The direct use of Northbrook Fire Hydrants will not be permitted for acquiring water for watering the restoration. Water must be obtained at the Village of Northbrook Public Works Center located at 655 Huehl Road where a hydrant meter is set up to monitor the exact amount of water discharged. The contractor is required to properly document all water used when drawing water. There is no fee for water used for this project.

As required by Section VIII of Attachment A, ten Percent (10%) Payment Retainage will be held from the Contractor until the Work sites are restored to their pre-construction condition and to the satisfaction of the Village.

This Work will be paid for at the Contract Unit Price, per square yard, for "Sodding".

17. PRE-CONSTRUCTION VIDEO TAPING

The contractor is required to complete the pre-construction video taping before starting Phase I and no more than one (1) week before starting work on Phase II.

Prior to the start of any construction or excavation, the contractor shall record the existing conditions in the area of the construction route. The video recording shall be done on Digital Video Format (i.e. mpeg or avi). The contractor shall supply the engineer with copies of the video recordings on a USB flash drive prior to starting construction. The video recording shall include the following but is not limited to:

1. Full right-of-way	2. Parkway condition	3. Pavement condition
4. Curb condition	5. Driveway condition	6. Existing manholes
7. Fire hydrants	8. Fences	9. Tree landscaped areas
10. Mailboxes	11. Sprinkler heads or systems	12. Any other physical objects

The recordings shall also supply a continuous audio record of the location (preferably with address), all anticipated problem areas, items, and features for the complete area to be affected by the construction.

The recording shall be made on a standard mpeg or avi format or approved equal. The format of recording shall remain the same throughout the project.

The audio portion shall be sufficiently free of electrical interference, background noise, and heavy foreign or regional accents to provide an oral report that is clear and complete and easily discernible. The audio portion of the video report shall be recorded by the operating technician as they are being produced and shall include references to the street address and type of construction to be performed at the site as specified in the plans. Audio comments pertaining to special circumstances, which may arise during the excavation, shall also be included.

The video shall clearly indicate the date the video recording was taken, the designated section(s) of construction contained in the video, and the label "2024 MFT Resurfacing Project" Phase __".

The surface condition of excavated areas after final restoration shall be the same or better than the pre-construction site conditions as shown in the video. The cost of video recording and log preparation shall not be compensated for separately, but shall be considered incidental to the contract.

ADJUSTMENTS AND RECONSTRUCTIONS (D1)
Effective: March 15, 2011
Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

"**602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"**603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"**603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

FRICTION AGGREGATE (D1)

Effective: January 1, 2011
Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination [5/ 6/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
Mix Design	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75[1/]		18.5			
SMA-12.5[1/2/5/]				17.0[3/]/16.0[4/]	
SMA-9.5[1/2/5/]				17.0[3/]/16.0[4/]	
IL-19.0L	13.5				
IL-9.5L	15.0				

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.

3/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

4/ Applies when specific gravity of coarse aggregate is < 2.760.

5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 1/	V_D, P , T_B, 3W, O_T, O_B	V_S, T_B, T_F, O_T	As specified in Section 1030
IL-4.75 and SMA 3/ 4/	T_B, 3W, O_T	T_F, 3W	As specified in Section 1030
Mixtures on Bridge Decks 2/	T_B	T_F	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production

for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES (D1)
Effective: June 1, 2016
Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
None				

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
None				

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
None				

No conflicts to be resolved *(or if there are conflicts they are to be listed as noted above)*

Pre-Stage: _____ Days Total Installation
Stage 1: _____ Days Total Installation
Stage 2: _____ Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
None			

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

No facilities requiring extra consideration *(or listed as noted above)*

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

TRAFFIC CONTROL PLAN (D1)
Effective: September 30, 1985
Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:

DETAILS:

SPECIAL PROVISIONS:

BDE SPECIAL PROVISIONS
For the April 26 and June 14, 2024 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	☐	Bridge Demolition Debris	July 1, 2009	
*	5053I	7	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	8	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9	☒	Cement, Type IL	Aug. 1, 2023	
	80384	10	☒	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	☐	Concrete Sealer	Nov. 1, 2023	
	80261	14	☒	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	☐	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	☐	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
	80456	22	☒	Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	☒	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80045	25	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	☐	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	☒	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	☐	Portland Cement Concrete	Aug. 1, 2023	
*	3426I	29	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	31	☐	Seeding	Nov. 1, 2022	
	80457	32	☐	Short Term and Temporary Pavement Markings	April 1, 2024	
	80448	33	☐	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	☒	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	38	☐	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	39	☒	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	40	☐	Traffic Spotters	Jan. 1, 2019	
*	20338	41	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	42	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	43	☐	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302	44	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	45	☐	Wood Sign Support	Nov. 1, 2023	
	80427	46	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	47	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

"(k) Type IL Portland-Limestone Cement .....1001"

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

"Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used."

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

"Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement."

Revise Article 1019.02(a) of the Standard Specifications to read:

"(a) Cement, Type I or IL .....1001"

80449

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be $1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

> "When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm}."

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

> "When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result."

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

"Production is not required to stop after a test strip has been constructed."

80456

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021
Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of $500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

80438

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"**1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, Δ|G*|peak τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

80441

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024
Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

"**669.04 Regulated Substances Monitoring.** Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)"."

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing."

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

"**669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

80455

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

SURFACE TESTING OF PAVEMENTS – IRI (BDE)

Effective: January 1, 2021
Revised: January 1, 2023

Description. This work shall consist of testing the ride quality of the finished surface of pavement sections with new concrete pavement, PCC overlays, full-depth HMA, and HMA overlays with at least 2.25 in. (57 mm) total thickness of new HMA combined with either HMA binder or HMA surface removal, according to Illinois Test Procedure 701, "Ride Quality Testing Using the International Roughness Index (IRI)". Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

Hot-Mix Asphalt (HMA) Overlays

Add the following to Article 406.03 of the Standard Specifications:

"(n) Pavement Surface Grinding Equipment.....1101.04"

Revise Article 406.11 of the Standard Specifications to read:

"**406.11 Surface Tests.** Prior to HMA overlay pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements after the pavement improvement is complete but within the same construction season. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections.

(1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).

(2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.

(3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.

a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;

b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;

c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;

d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;

e. Variable width pavements;

f. Side street returns, to the end of radius return;

g. Crossovers;

h. Pavement connector for bridge approach slab;

i. Bridge approach slab;

j. Pavement that must be constructed in segments of 600 ft (180 m) or less;

k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;

l. Turn lanes; and

m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

(4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).

(5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.

a. MRI_O. The MRI of the existing pavement prior to construction.

b. MRI_I. The MRI value that warrants an incentive payment.

c. MRI_F. The MRI value that warrants full payment.

d. MRI_D. The MRI value that warrants a financial disincentive.

(6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given sublot.

(7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial sublot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole sublot. Partial sublots less than 264 ft (80 m) shall be included with the previous sublot for evaluation purposes.

(b) Corrective Work. Corrective work shall be completed according to the following.

(1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any sublot having a MRI greater than MRI_D, including ALR, shall be corrected to reduce the MRI to the MRI_F, or replaced at the Contractor's option.

(2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

(3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area perpendicular to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

(c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of high-speed mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the pavement.

For pavement that is replaced, assessments will be based on the MRI determined after replacement.

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction (MRI_0) and shall be determined as follows.

Upper MRI Thresholds 1/	MRI Thresholds (High-Speed, HMA Overlay)	
	$MRI_0 \leq 125.0$ in./mile ($\leq$ 1,975 mm/km)	$MRI_0 > 125.0$ in./mile 1/ (> 1,975 mm/km)
Incentive (MRI_I)	45.0 in./mile (710 mm/km)	$0.2 \times MRI_0 + 20$
Full Pay (MRI_F)	75.0 in./mile (1,190 mm/km)	$0.2 \times MRI_0 + 50$
Disincentive (MRI_D)	100.0 in./mile (1,975 mm/km)	$0.2 \times MRI_0 + 75$

1/ MRI_0, MRI_I, MRI_F, and MRI_D shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Sublot 1/
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$20.00$ 2/
$MRI_I < MRI \leq MRI_F$	+ \$0.00
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$8.00$
$MRI > MRI_D$	– \$200.00

1/ MRI, MRI_I, MRI_F, and MRI_D shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$300.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein."

Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

"**407.03 Equipment.** Equipment shall be according to Article 406.03."

Revise Article 407.09 of the Standard Specifications to read:

"**407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness

according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)	
Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot 1/
≤ 45.0 (710)	+ (45 – MRI) × $45.00 2/
> 45.0 (710) to 75.0 (1,190)	+ $0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × $20.00
> 100.0 (1,580)	– $500.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed $800.00."

Portland Cement Concrete Pavement

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

"**420.10 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

(a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to areas ground according to Article 420.18 at no additional cost to the Department.

Jointed portland cement concrete pavement corrected by removal and replacement, shall be corrected in full panel sizes.

(b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)	
Mainline Pavement MRI, in./mile (mm/km) 3/	Assessment Per Sublot 1/
≤ 45.0 (710)	+ (45 – MRI) × $60.00 2/
> 45.0 (710) to 75.0 (1,190)	+ $0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × $37.50
> 100.0 (1,580)	– $750.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed $1200.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds."

Removal of Existing Pavement and Appurtenances

Revise the first paragraph of Article 440.04 of the Standard Specifications to read:

"**440.04 HMA Surface Removal for Subsequent Resurfacing.** The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm)."

General Equipment

Revise Article 1101.04 of the Standard Specifications to read:

"**1101.04 Pavement Surface Grinding Equipment.** The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).

(a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.

(b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer's specifications."

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

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Cook County Prevailing Wage Rates posted on 3/1/2023

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	ALL		52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1.25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00	
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00	
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15	
TRUCK DRIVER	E	ALL	2	40.20	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15	
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15	
TRUCK DRIVER	E	ALL	4	40.60	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15	

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TRUCK DRIVER	W	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TRUCK DRIVER	W	ALL	4	41.18	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07

Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary

Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Date: 2024-05-14
Subject: An Ordinance Providing for the Disposal of Surplus Property and Evidence

Overview
The Police Department is seeking authorization pursuant to the Law Enforcement Disposition of Property Act, 765 ILCS 1030/0.01 et seq. and according to Section 2-193 of the Northbrook municipal code to dispose of surplus property and evidence that has been determined to be unclaimed.

Fiscal Impact
The Village will receive all sales proceeds, minus applicable fees, should any items be sold. Fees are set within the Vendor agreement (Resolution 2023-36 approved March 14, 2023). After roughly 120 days, any unsold items will become the property of PropertyRoom.com or will be destroyed. There is no upfront cost for this service.

Recommendation
Approval.

Background
A review of the current inventory of property held by the Police Department has identified items which are related to cases that have been adjudicated and the victim no longer wishes them returned or are found property that belongs to an owner that cannot be located after all required measures have been taken. Pursuant to the Law Enforcement Disposition of Property Act, 765 ILCS 1030/0.01 et seq., the Police Department is authorized to sell certain abandoned, lost or stolen or otherwise illegally possessed personal property six months after making a reasonable inquiry and efforts to identify and notify the owner or other person entitled to possession. Therefore, the items identified may now be categorized as “non-evidentiary” or “found property” without an owner and since it is not feasible for the Department to continue to store such property, this property is recommended for disposal in accordance with Section 2-193 of the Municipal Code.

The Code requires Village Manager approval to dispose of items with a value less than $20,000 and Village Board approval for items with a value greater than $20,000.

On March 14, 2023, by Resolution 2023-36, the Village Board authorized an Agreement with PropertyRoom.com of Frederick, Maryland, to dispose of excess non-evidentiary and found property through an online auction platform. In order to streamline the process, the Police

Department has prepared a list of the items (Attachment A) to be disposed which are individually expected to be valued less than $20,000 and have an aggregate value greater than $20,000; therefore, Village Board approval is recommended. Subject to Village Board approval, the items identified in the attached inventory list will be picked up by the vendor as soon as possible for sale by auction.

All sale proceeds, minus applicable fees, will be returned to the Village. After roughly 120 days, any unsold items will become the property of PropertyRoom.com or will be destroyed. In regards to electronic items, all information will be removed from the item's memory by Police Department staff or PropertyRoom.com staff prior to their sale.

An Ordinance Providing for the Disposal of Surplus Property and Evidence_051424.docx
Exhibit A - Unclaimed Property Inventory_051424.pdf

Ordinance 2024-__

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

An Ordinance Providing for the Disposal of Surplus Property and Evidence

shall be, and is hereby, adopted as follows:

Section 1. Background.

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

The Village Board authorized, via Resolution 2023-36, an agreement with PropertyRoom.com of Frederick, MD (***"Vendor"***) to handle the disposition of the department's surplus evidence/property inventory through an online auction platform. Police Department staff have prepared surplus items to be picked up by the vendor as soon as possible. An inventory list of the items to be disposed is attached as ***Exhibit A***.

Section 2. Disposal of Property

Pursuant to the Home Rule powers of the Village of Northbrook, the Illinois Municipal Code 65 ILCS 5/11-76-4 and the Illinois Law Enforcement Disposition of Property Act 765 ILCS 1030/3, the Village President and Board of Trustees hereby find that the following described items in ***Exhibit A*** (***"Surplus Property"***) are no longer necessary or useful to the Village, and the best interests of the Village would be served by disposal of same.

Section 3. Manner of Disposal

The Village Manager is hereby authorized and directed to transfer the Surplus Property to Vendor for sale via its online auction platform. The sales shall be advertised and the auction conducted by the Vendor as provided in the previously authorized agreement.

The Vendor shall return any sales proceeds to the Village as prescribed in the previously authorized agreement.

Section 4. Alternate Manner of Disposal.

In the event that any of the Surplus Property is not able to sell for the minimum sale price within 120 days, the Village Manager is authorized to allow the Vendor to be dispose of the Surplus

Property as the Vendor sees fit.

Section 5. Effective Date.

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

ATTEST:

Village President

Village Clerk

2581-000104		
11-08557	029	2 baby gates
2581-000105		
17-05779	001	4 armani jackets
12-18156	004	Louis Vuitton purse
16-12221	005	Phone case and charger
16-07045	001	Ernie Banks signed bball
16-12221	003	beats headphones, ipad
16-12221	002	4 iphones 6S plus
16-12221	001	Otter box, verizon tablet
16-12221	004	macbook pro
22-17741	001	airpods
2581-000106		
12-08171	015	necklace
12-08171	019	necklace
12-08171	012	necklace
12-08171	025	necklace
12-08171	018	necklace
2581-000107		
12-08171	011	bracelet
12-08171	014	bracelet
12-08171	013	bracelet
12-08171	006	bracelet
2581-000108		
12-08171	004	mw watch
12-08171	005	watch
2581-000109		
12-08171	027	earings
12-08171	030	earings
12-08171	010	earings
12-08171	021	earings
12-08171	023	earings
12-08171	020	earings
12-11061	001	earings

2581-000110		
12-08171	007	brooch
12-08171	008	brooch
12-08171	031	brooch
12-08171	022	brooch
12-08171	024	brooch
12-08171	028	brooch
12-08171	003	cigar cutter
2581-000111		
12-08171	017	ring
12-08171	016	ring
12-08171	009	ring
12-08171	026	ring
19-20381	001	ring
2581-000112		
12-08171	033	misc coins
12-08171	034	misc coins

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Date: 2024-05-14
Subject: An Ordinance Waiving Competitive Bidding, Approving the Purchase of Police Department Replacement Equipment from Nielsen Enterprise of Lake Villa, IL, and Authorizing the Disposal of Surplus Equipment

Overview
Staff is seeking approval to purchase and replace an all terrain vehicle in the Police Department using Sourcewell, a local government purchasing cooperative.

Fiscal Impact
This equipment purchase is included in the FY 24/25 Annual Budget in account number 11-2100-705-31 in the amount of $40,000. The vendor has quoted a total purchase price, as stated in Exhibit A, of $33,346 for the equipment. The remaining funds in the approximate amount of $6,654 will be used to equip the new vehicle with emergency lighting, sirens, markings, and miscellaneous equipment.

Recommendation
Approval.

Background

The Village is seeking to replace a 2007 Honda ATV currently in use by the Police Department. Historically, this equipment was used in the department's deer culling program, parade participation, and in various search operations. At this time, the department wishes to procure replacement equipment that is capable of providing increased functionality to include large event management, forest preserve patrol, street patrol, and community engagement functions. The replacement equipment will include an enclosed cabin for year-round use, off road features to access hard to reach areas, and a flatbed to transport other equipment.

Northbrook Police Department and Fleet Maintenance staff have reviewed specifications for the 2024 Polaris Ranger Crew XP 1000 offered by Nielsen Enterprise of Lake Villa, IL and have determined that this equipment meets the Village’s requirements. This equipment is available through Sourcewell, a local government cooperative purchasing program, under

Contract # #122220-PSI, attached as Exhibit B. Sourcewell's purchasing policies satisfy the Village's competitive bidding requirements. As such, staff requests that formal purchasing requirements be waived.

Staff recommends that the Village Board approve an expenditure in the not-to-exceed amount of $33,346 for the purchase of one 2024 Polaris Ranger Crew XP 1000 from Nielsen Enterprise of Lake Villa, IL. Additional funds in the approximate amount of $6,654 will be used to equip the new vehicles with emergency lighting, sirens, markings, and miscellaneous equipment. To reduce costs, these additional purchases will be considered separately and any installation of necessary equipment will be performed by Village staff mechanics.

Once the new equipment is placed in service, the existing equipment will be disposed of through our auction service.

Should any questions arise, staff will be present at the May 14 Board of Trustees meeting.

An Ordinance Waiving Competitive Bidding, Approving the Purchase of Police Department Replacement Equipment from Nielsen Enterprise of Lake Villa, IL, and Authorizing the Disposal of Surplus Equipment.doc
Exhibit A - 2024 POLARIS RANGER CREW QUO-23037-050324 5.3.2024.pdf
Exhibit B - Polaris Contract 122220.pdf

Ordinance No. 2024-

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

An Ordinance Waiving Competitive Bidding, Approving the Purchase of Police Department Replacement Equipment from Nielsen Enterprise of Lake Villa, IL, and Authorizing the Disposal of Surplus Equipment

shall be, and is hereby, adopted as follows:

SECTION 1. RECITALS

The FY 24/25 Annual Budget contains a $40,000 provision in the General Fund, Account 11-2100-705-31, for the purchase of Police Department replacement equipment. Staff is seeking to replace a 2007 Honda ATV. Historically, this equipment was used in the department's deer culling program, parade participation, and in various search operations. At this time, the department wishes to procure replacement equipment that is capable of providing increased functionality to include large event management, forest preserve patrol, street patrol, and community engagement functions. The replacement equipment will include an enclosed cabin for year-round use, off road features to access hard to reach areas, and a flatbed to transport other equipment.

Northbrook Police Department and Fleet Maintenance staff have reviewed specifications for the 2024 Polaris Ranger Crew XP 1000 offered by Nielsen Enterprise of Lake Villa, IL and have determined that this equipment meets the Village's requirements. Staff recommends the purchase of one 2024 Polaris Ranger Crew XP 1000, as replacement equipment. This equipment is available through Sourcewell, a local government cooperative purchasing program, under Contract #122220-PSI. Sourcewell's purchasing policies satisfy the Village's competitive bidding requirements. As such, staff requests that formal purchasing requirements be waived.

Based on these factors, staff recommends that the Village approve the purchase of one (1) 2024 Polaris Ranger Crew XP 1000 ("***Equipment***") in the not-to-exceed amount of $33,346 ("***Expenditures***") from Nielsen Enterprise of Lake Villa, IL ("***Vendor***"), as replacement equipment in the Police Department. It is anticipated that additional budgeted funds in the amount of $6,654 will be required to purchase emergency accessories ("***Accessories***"), which will be bid out separately. To reduce costs, installation of necessary Accessories will be done by Village staff mechanics.

The President and the Board of Trustees have considered the Expenditures, the waiver of competitive bidding for the Equipment, and the disposal of the Surplus Equipment, and determined that they are in the best interest of the Village and the public.

SECTION 2. DISPOSAL OF SURPLUS EQUIPMENT

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that the following vehicles are no longer necessary or useful to the Village, and the best interests of the Village would be served by their disposal:

2007 Honda ATV, Serial No: 1HFTE330X64101596

SECTION 3. MANNER OF DISPOSAL

The Village Manager is hereby authorized and directed to dispose of the Surplus Equipment, after the Equipment has been received, at one of the live auctions to be conducted by the Northwest Municipal Conference or online through Obenauf Auction Services, Inc.

SECTION 4. WAIVER OF BIDDING.

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

SECTION 5. APPROVAL OF EXPENDITURES

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments to the Vendor as are necessary to complete the procurement of the Equipment as well as the Accessories.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect upon passage by a two-thirds vote of the Board of Trustees and publication in pamphlet form in accordance with State Statutes.

ATTEST:

_____
Village President

_____
Village Clerk

POLARIS Sourcewell

Quote

Version MY24 v1.0

Quote Number	QUO-23037-050324A
Quote Expiration	7/2/2024

Dealer Name	NIELSEN ENTERPRISE
Dealer Number	2303700
Dealer Contact Name	SHANE HOLMES
Dealer Contact Number	847-356-3000
Contract Name	Sourcewell #122220-PSI
Expiration Date	1/29/2025

TRANSACTION IS BETWEEN THE POLARIS DEALER AND THE Sourcewell MEMBER, PLEASE WRITE PURCHASE ORDER TO DEALER DIRECTLY

Customer Information	
Name:	VILLAGE OF NORTHBROOK
Contact	KEITH SCHULTZ
Contact Phone numbe	847-664-4412
Address	1225 CEDAR
City	NORTHBROOK
State	IL
Zip	60062
Sourcewell #	40582

Freight	Delivery Terms	Payment Terms	Payment Method
FOB Destination US Continental (CONUS) Only	TBD	Net 30	Purchase Order Visa, MasterCard Check

Whole Good Item #	QTY	Description	MSRP (w/o freight)	Sourcewell Discount Price	Extended
R24RSY99AJ	1	RANGER Crew XP 1000 NorthStar Ultimate - Azure Crystal Metallic - 49 S	$35,399.00	$33,153.76	$33,153.76

Subtotal **$33,153.76**

Accessory Item #	QTY	Description	Install Time (if applicable)	MSRP	Sourcewell Discount Price	Extended
2889241	1	Door Mounted Side Mirrors	0.25	$179.99	$154.15	$154.15

Install Time	Install Rate
0.25	$150.00

Subtotal	**$154.15**
Install	$37.50
Tax	**$0.00**
Total	**$33,345.41**

Installation pricing is Open Market

Aftermarket (i.e. non-Polaris) items may not be included on any purchase orders referencing the Sourcewell Contract; note that installation of aftermarket items may void part, or all, of the original factory warranty. Please see Owner's Manual for details.

DocuSign Envelope ID: 7EDC69B6-8126-43B1-BCE6-8D4EA86429A7

Sourcewell

Solicitation Number: RFP #122220

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Polaris Sales Inc., 2100 Hwy 55, Medina, MN 55340 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 1/25/2021 | 11:39 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 1/25/2021 | 4:38 PM CST

Polaris Sales Inc.

DocuSigned by:
By: JL
51B59D3D3F0443C...

Jed Leonard
Title: Vice President-Polaris Government & Defense

Date: 1/25/2021 | 4:30 PM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name:	Polaris Sales Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	2100 Hwy 55 Medina, MN 55340
Contact:	Michael Conrad
Email:	mike.conrad@polaris.com
Phone:	763-417-8608
HST#:	41-1921490

Submission Details

Created On:	Monday November 09, 2020 09:39:44
Submitted On:	Tuesday December 22, 2020 11:05:14
Submitted By:	Michael Conrad
Email:	mike.conrad@polaris.com
Transaction #:	17419f34-8e0b-4c23-99f1-a6818b809b34
Submitter's IP Address:	24.118.131.61

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Polaris Sales Inc.	*
2	Proposer Address:	2100 Hwy 55 Medina, MN 55340	*
3	Proposer website address:	www.polaris.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jed Leonard Vice President-Polaris Government & Defense 2100 Hwy 55, Medina, MN 55340 jed.leonard@polaris.com 763-847-8239	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Conrad Manager, Programs & Contracts 2100 Hwy 55, Medina, MN 55340 mike.conrad@polaris.com 763-417-8608	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Stegemann Director, Commercial Sales 2100 Hwy 55, Medina, MN 55340 aaron.stegemann@polaris.com 763-847-8449	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since our founding in 1954, we've been making high-quality, breakthrough products and broadening the view of powersports—whether it's launching the snowmobile industry, reinventing ATV and Off Road Vehicle categories year after year, developing the first purpose-built military vehicles, introducing a radical 3-wheel moto-roadster, or getting people to explore the outdoors by providing a network of ride and drive adventures. From our entrepreneurial roots as a mechanical shop, we've grown into a global leader with more than 30 brands and multiple services responsible for the company's growth into a major influencer on powersports and beyond. And in recent years, we've thoughtfully expanded our product, accessory and service portfolio beyond powersports with industrial, commercial, government and military customers based on customer feedback and broadening applications for its electric, gas and diesel-powered vehicles. We support and serve our employees, customers and the communities in which we work, live and ride through a commitment to quality and safety and environmental stewardship. Under our guiding principle of Best People, Best Team we are committed to helping our employees unleash their full potential and develop their skills to thrive in a customer-centric environment. We lead a business that is driven by innovation and Polaris continues to Think Outside by offering a diverse portfolio of best-in-class brands which reflect who we are as well as our pioneering approach to always improve how our customers work and play outdoors. Our vision is to fuel the passion of riders, workers and outdoors enthusiasts around the world by delivering innovative, high-quality vehicles, products, services and experiences that enrich their lives. Our Guiding Principles are - Best people, best team - Safety and ethics always - Customer Loyalty	*
8	What are your company's expectations in the event of an award?	Just as our company vision statement says, Polaris will fuel the passion of riders, workers and outdoor enthusiasts around the world by delivering innovative, high quality vehicles, products and services and experiences that enrich their lives. In the event of an award, Polaris is committed to continuing to provide specific application solutions for every Sourcewell member. Put simply, we will provide the appropriate vehicle for the specific desired solution of the Sourcewell member and continue to honor our ability to sell through this contract while engaging our dealer network to promote this contract during their sales process. In addition, we will continue to promote the Sourcewell contract on our website, through marketing materials, and at trade shows. These efforts will enable us to achieve our goal of increasing sales through the Sourcewell contract by 10-15% annually.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Polaris Inc. is a Fortune 500 company which trades on the New York Stock Exchange under the symbol PII. In the most recently completed fiscal year 2019, Polaris had revenues of $6.7B with a gross profit of $1.6B and a net profit of $324M. Earnings per share were $5.20. A copy of the 2019 Annual Report has been uploaded to provide further details.	*
10	What is your US market share for the solutions that you are proposing?	Polaris's US market share for the various categories are as follows: Low Speed Vehicles (GEM) = 35% Burden Carriers (Taylor-Dunn) = 30% ATV (Sportsman) = 33% Side by Side (Ranger) = 52% Side by Side (General) = 39% Side by Side (RZR) = 51% Snowmobiles = 42%	*
11	What is your Canadian market share for the solutions that you are proposing?	Polaris's Canadian market share for the various categories are as follows: Low Speed Vehicles (GEM) = 35% Burden Carriers (Taylor-Dunn) = 43% ATV (Sportsman) = 23% Side by Side (Ranger) = 38% Side by Side (General) = 22% Side by Side (RZR) = 44% Snowmobiles = 26%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Polaris Inc. has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Polaris is an Original Equipment Manufacturer (OEM). Our dealer/distributor network is independent. Polaris provides vehicle set-up and pre-delivery inspection at dedicated US-based up-fit facilities or through our dealer network. Service, support and warranty of vehicles after delivery can be accomplished through one of our over 1,600 independent dealers located through North America. The location of a nearest Dealer can be determined through the following weblink: http://www.polaris.com/en-us/vehicles/FindADealer/Pages/FindDealer.aspx • There are roughly 1400 Polaris dealers who carry the RANGER side-by-side utility vehicle product line • 207 Polaris dealers carry the GEM low-speed vehicle product line • 239 dealers carry the Taylor-Dunn product line. • 585 dealers carry the snowmobile product line.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Polaris Sales Inc. and/or its dealer network have all the necessary licenses and certifications to conduct business in all 50 states. Authorized dealers sign a Polaris dealer agreement annually, which outlines specific dealer requirements and policies. GEM dealers are licensed motor vehicle dealers in their respective states and can support the title and license requirements associated with selling GEM, an on-road vehicle.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Polaris has neither been suspended nor debarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Polaris is focused on making it great for our customers through employing strong teams that’s value the Polaris culture and that is shown in our award for being a recognized employer of choice. Polaris was named to the Fortune 500 list in 2018: https://www.polaris.com/en-us/news/company/polaris-named-to-fortune-500-list/ this was a tremendous honor and a testament to the integrity and passion employees bring. Provided below is summary of recent awards that Polaris has received: Named to Forbes 2018 Best Large Employer List This ranking was based on the anonymous, independent responses of more than 30,000 full- and part-time U.S. employees. The questions focused on how likely a respondent would be to recommend an employer to a family member or friend. College Planning & Management’s 2018 New Product Award. GEM vehicle application packages won the College Planning & Management 2018 New Product Award in the category of “Outdoor Environment, Vehicles,” and cited for their usability and distinctive features. The award honors the top product development achievements of manufacturers and suppliers of products that enhance the learning environment Supertrax Media Real World Sled of the Year The Polaris 2018 800 Switchback XCR won this award for 2018 from Supertrax Media, which produces one of North America’s most watched and longest-running snowmobile TV series. The award is evaluated across 18 categories and is the only snowmobile award given after a full season of riding. Supertrax Media praised the XCR for its “inimitable handling prowess and high-speed ditch-banging demeanor.” The sled’s brake and shock performance, along with its control and stability features, were also called out as highlights. AWDA Best Digital and UX Design Three Polaris websites – the Indian Motorcycle homepage, Slingshot homepage and Polaris ORV model landing page – received this award among 1,500 entries during the 2018 American Web Design Awards (AWDA). Winners were chosen based on how each website attracted audiences, generated new engagements and enhanced users’ online communications experiences. FORTUNE 500 LIST In 2019, we were honored to be named to the Fortune 500 list for the second year in a row. We moved up 20 spots from our 2018 position of 496 to 476. Recognizing the talent, passion and commitment to excellence of our entire team, we couldn’t be prouder. This ranking truly represents the countless hours	

		our employees spend to drive our industries and products forward. Check out the full listing at: fortune.com/fortune500/2019/ polaris-industries INSTITUTIONAL INVESTOR In November of 2019, Polaris was recognized with a top-three, published position in Institutional Investor's 2020 All-American Executive Team rankings. Portfolio managers and sell-side analytics vote for companies across performance attributes including accessibility to senior executives, investor relations being well informed and empowered, timely and appropriate financial disclosure, quick and thorough responses to requests, availability of corporate documents and execution on the strategy. In our category of consumer leisure, we had the Best Investor Relations Program, Best in ESG/SRI metrics and Best in Corporate Governance. We also tied for the Best Analyst Days. NEWSWEEK'S 2020 LIST OF AMERICA'S MOST RESPONSIBLE COMPANIES Polaris was included on Newsweek's inaugural list of America's Most Responsible Companies, which recognizes companies for their corporate social responsibility efforts. Partnering with Statista, Newsweek selected 300 companies from an initial pool of 2,000 that received the highest scores based on analysis of publicly available key performance indicators and an independent survey on three areas: environmental, social and corporate governance. We are honored to have been recognized for the work and amongst other responsible companies. Check out the full listing at: https://www.newsweek.com/americas-most-responsible-companies-2020 We were also recently awarded 2021 America's Most Responsible Company by Newsweek for the second year in a row. Rental Magazine awarded the Polaris® PRO XD™ utility vehicle with an Editor's Choice Award in 2019. PRO XD was chosen for several factors, including innovation and utility for the rental market. The Pro XD was recognized in Construction Equipment's Top 100 New Products of 2019, the longest-running awards program of its kind in the industry. Construction Equipment magazine is a trusted source for equipment professionals to gain new ideas and industry insights. The publication's editors choose winning innovations based on four criteria: a top product is an advancement in technology, a new product line, offers significant improvements to existing products, or increases competition in its field. Snow Goer magazine announces Polaris 650 Indy VR1 as Snowmobile of the year for 2021 Taylor-Dunn is a long standing member of MHEDA (Material Handling Equipment Distributors Association), and received an Achievement Award from Jasper Engineers & Transmission.	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. North American sales to these entities are handled inside of the Global Adjacent Markets division of which Polaris Government & Defense and Polaris Commercial (includes GEM and Taylor-Dunn) business segments report. Global Adjacent Markets represented 7% or $461 million of the 2019 total Polaris sales. Nearly 100% of Polaris Government & Defense sales are in the government and educational sector. Whereas, it represents roughly 50% of the Commercial segment sales. In aggregate, sales to the government sector represent 15-20% of sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. In aggregate, sales to the education sector represent 10-12% of total sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	In addition to the cooperative purchasing agreement that Polaris has with Sourcewell, Polaris maintains State contracts in CA and TX with three years sales in excess of $3M as well as several National Master Standing Offers with Public Works and Government Services Canada, which have three sales just less than $10M.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule 78 Contract # GS-07F-0398M – Three year sales volume >$34M GSA Schedule 23V Contract # GS-30F-0017W – Three year sales volume > $4M DLA HEPP SPE8EC-18-D-0016 - Three year sales >$16M DLA Land & Maritime SPE7LX-18-D-0044 - Three years sales >$3M	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Firehouse Subs Public Safety Foundation	Mary Pat Wallmeyer - Procurement Specialist	904-886-8300 ext 264	*
Nebraska State Government	Jolene Kumpala - Buyer Jolene.kumpala@nebraska,gov	402-471-5400	*
Bristol Police Department	Roman Wozny rwozny@bristolri.gov	401-641-2767	*
UC San Diego	Greg Nishihira - Assistant Facilities Director	858-822-4443	
University of Texas, Austin	Mark Kaligian, Assistant Director of Fleet & Transportation	512-475-6522	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
General Services Administration	Government	Texas - TX	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers.	The average sales transaction is roughly $15K.	Three sales volume for GSA sales are in excess of $34M.	*
United States Special Operations Command	Government	Florida - FL	Lightweight Tactical All-Terrain Vehicles (LTATV)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	*
Defense Logistics Agency - Heavy Equipment Procurement Program	Government	Pennsylvania - PA	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers sales to the Department of Defense	Average sales transactions are roughly $18.5K	Three year sales volumes for the DLA HEPP contract are over $15M.	*
Defense Logistics Agency Land & Maritime	Government	Ohio - OH	Sale of spare parts to support DoD sustainment of Polaris vehicles.	The average transaction is under $500.00	Three sales volumes for the DLA Land & Maritime contract are over $5M	*
United States Custom & Border Protection (CBP)	Government	Texas - TX	Off-Road Vehicles and Snowmobiles to support CBP operations in austere environments.	Average sales transactions are approximately $30K	Three year sales volume for CBP is roughly $5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Polaris understands that the growing Sourcewell member base needs a partner that can support the varied membership expectations. The ideal partner should offer national coverage and utilize a dealer network to support local buying and aftersales support. At Polaris, we leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1370 US/Canada dealer locations • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions. Sourcewell members benefit from our vast dealer network combined with our commercial sales force and inside sales resources to ensure they receive specific solutions for the varied tasks where vehicles are needed.	*
24	Dealer network or other distribution methods.	We leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1,370 US/Canada dealer locations, • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations, The dealer network has access to the Sourcewell quoting tools to ensure accurate and clear pricing for Sourcewell members. Dealers are supported by a combination of regionally based account managers as wells as internal sales and customer experience team members who can support quote, pricing and overall transactional process questions. There are some situations where transactions occur directly between Polaris and the Sourcewell member, and in those cases, the quotes are provided directly by the internal sales and customer experience team. The Sourcewell/NJPA Dealer Guide is attached for reference	*
25	Service force.	The ideal partner will offer localized service coverage to meet the high standards of responsiveness expected by Sourcewell members. To meet these expectations, Polaris leverages the vast dealer network throughout the US and Canada to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to received Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after-the-sale customer experience. MSD Certified technicians, who complete Bronze, Silver, or Gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first time keeping customer vehicles in operation. Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized. • 15 Technical Service Representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles and Snowmobiles • 4 Technical Service Representatives who support GEM Low Speed Vehicles, Taylor-Dunn vehicles and Pro XD Utility Vehicles In addition to Polaris's extensive North American dealer network, Polaris Government & Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training Manager. The team consists of ten (10) FSRs geographically dispersed in five (5) states with service trucks, tools, test equipment and spare parts. Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe better trained technicians create better dealer experiences, more satisfied customers and more profitable dealers. As such, Polaris has created program benefits to the MSD certification program. As part of the Silver certification benefits, dealers can view and contribute to the MSD community technical forum – improving their efficiency interacting directly with Polaris factory support teams and other dealer technicians. And, to reward and improve efficiency even further, we've added enrollment into our Self-Authorization Warranty program as a benefit of maintaining MSD Gold status. Other incentives for dealers who complete MSD certification include MSD billing discounted rates and parts allowance credits. Dealers who fail to maintain their certifications will lose their MSD benefits and be charged a monthly surcharge. The combined dealer benefits are all focused on ensuring a strong customer experience with minimal vehicle downtime. Polaris also realizes that supporting our dealers with factory-trained and available technical support representatives is critical to ensuring a strong customer experience. Internal metrics that are tracked, monitored and reviewed on a regular basis include response time, response quality and time to resolution. Tracking these metrics ensures that Polaris is properly supporting dealer partners and are critical to our overall customer service.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Polaris is fully capable and willing to provide our products to Sourcewell customers in the United States. As outlined in question 23 above, Polaris leverages a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1,370 US/Canada dealer locations. • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations. To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Polaris is pleased to offer a variety of UTVs, ATVs and Snowmobiles that we currently offer under a Canadian Public Works National Master Standing Offer. Sourcewell pricing in Canada will match that pricing. These orders are fulfilled through our existing network of 197 Canadian dealers. Additionally, we are able to offer our GEM and Taylor-Dunn product line through our existing dealer network through the Sourcewell contract.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Polaris will sell into all geographic locations within the United States. Additional transportation charges are applicable to orders going to Alaska and Hawaii. For customers in Canada, vehicles and equipment can be provided to customers located within 150km of the following city centers: St-John's, NL Halifax, NS Moncton, NB Québec, QC Montréal, Qc Ottawa, On Kingston, ON Sudbury, On North Bay, On Toronto, On London, On Winnipeg, MB Regina, Sk Saskatoon, Sk Prince Albert, Sk Calgary, Ab Edmonton, Ab Kelowna, BC Vancouver, BC Victoria, BC Creston, BC Terrace, BC Prince George, BC Whitehorse, YT Hay River, NT Yellowknife, NT Additional shipping charges may apply for locales outside of these areas. Pricing will be provided at time of quote.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Polaris will sell to any Sourcewell participating sector. We have no restrictions other than limitations to farther reaches of some remote Canadian providences as outlined in question 29 above.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges would be applicable for orders being delivered to Alaska, Hawaii and other US Territories. These prices will be provided to the Sourcewell member at time of quote.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing team is very familiar with the Sourcewell brand and is ready to represent that brand well in our marketing efforts. Polaris as a corporation has significant resources invested into promoting off-road vehicles, low-speed vehicles, and snowmobiles at a national level. In addition to that broad product awareness, Polaris will also be reaching potential Sourcewell contract users via several targeted means: - Trade shows – state and local government level events (i.e. local and national Chiefs of Police Shows, FDIC, Municipality Expo, etc.) - Demos/visits- when possible invite customers to visit our facilities in Wyoming, MN for vehicle familiarization/training events, we have also created virtual options for facility tours and vehicle trainings. - Print and digital advertising – investing in advertisements in government publications and putting a focused effort on PR and outreach to state and local government audiences. - Invested in sponsorship of Grant Assistance Program https://military.polaris.com/en-us/news/polaris-launches-free-grant-assistance-program/ which provides government customers with a grant expert and access to a database of funds to secure funding needed to purchase vehicles. - Direct mail and direct e-mail - utilizing growing government customer database - Social media – Added to our dedicated government and commercial pages to now have presence on LinkedIn, Facebook, Twitter, Instagram and plans to continue expanding, including a regular cadence of government facing posts and followers (50K+ and growing) - Sourcewell integration into various government and commercial marketing collateral and on website: https://military.polaris.com/en-us/how-to-buy/ • Website – www.polaris.com, and we have made significant updates and advances to the government & defense and commercial websites for online government and education shoppers, including launching a 3D build tool so customers can visualize vehicle selections along with being more self-sufficient while researching products online. • We will also add contract information to the Taylor-Dunn website to promote Sourcewell to their audience as well. • We also provide sales enablement/training for sales and BD teams A sample of the product data sheets are attached.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Polaris has dedicated significant enterprise resources into developing a world-class CRM system to reach customers with targeted messaging dependent on purchase history, interest level (grading), organization type, and many other key variables. We launched this tool with the Government, Defense and Commercial teams in 2018 and have been focusing on building a repository of data to allow us to improve marketing and sales experience. We use this data to form communications to specific customers and their needs to increase communication relevance and effectiveness. In addition to the foundation of this CRM system, Polaris is actively funneling more customer information into this database via social media, quote history, website sign-up, trade show lead capture, and more. We have had a continued focus around growing and targeting through social media campaigns and personalization on our website based on visitors geographic location to create an experience that better resonates with the customer. The launch of the 3D build tool mentioned previously in question 32 is also an improvement to our customers experience and allows us to provide a unique experience where we also are able to collect leads and customer information is funneled into our CRM system for further follow up.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Having partnered with NJPA/Sourcewell for the last eight (8) years, Polaris is well aware of Sourcewell's ability to promote the vendor contracts. Our expectation is that Sourcewell will continue to expand the contract awareness as evidenced by it's ability to expand into the Canadian marketplace. Sourcewell is already integrated into our sales process and is the go to contractual vehicle for sales to state, local, education and non-profits. Sourcewell branding is already incorporated into our web pages as well as our product data sheets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Polaris has implemented an on-line tool that allows customers to select the vehicle that meets their requirements and allows them to configure to their liking. This tool provides them with a visual depiction of what their final product will look like and provides the MSRP price of the vehicle. They are then able to request a quote from Polaris representative who will apply the appropriate discounts based on the Sourcewell pricing model. In absence of an e-procurement ordering process, the online configuration tool helps Sourcewell members get a general understanding of pricing.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Polaris Government & Defense Field Service and Training team offers numerous courses in proper driving and maintenance. These courses include the following: Part Number Description PD1236 New Equipment Training PD1237 Master Driver Certification Course PD1238 Mechanic Certification Course PD1241 1 Week Fleet Maintenance For 15 Vehicles PD1242 Master Driver Training Course PD1243 Drivers Safety Training Course PD1245 Advanced Diagnostics and Drivetrain Certification Course The following is a brief description of the courses and their content: New Equipment Training (NET) = 1 Day Course that provides a basic overview of the Polaris vehicle, basic details on the proper and safe operation of the vehicle along with basic steps to perform operator level maintenance – max. 20 personnel Master Driver Certification Course (MDCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site personnel to establish a licensing program using the organizations facilities and Polaris vehicles. This class is intended for snowmobile and other non-ROHVA vehicles. Students learn: 1) How to plan for and conduct a licensing course 2) How to execute basic through advanced driving skills along with how to teach those skills 3) How to conduct operator level pre and post operation checks 4) How to establish Standard Operating Procedures for RANGER's and/or ATV's MDCC maximum class load: 10 personnel Mechanic Certification Course (MCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site maintenance personnel to properly service/maintain their Polaris vehicles up to and including warranty level repairs. Students learn: 1) How to locate the Polaris Military Web site and navigate to Unit Inquiry, Service Manuals, and Computer Re-flash Authorization using a smart phone or laptop computer. 2) How to troubleshoot the vehicle using Digital Wrench diagnostic software. 3) How to completely disassemble/reassemble the vehicles, trouble shoot/assess components, and perform 20 level repairs. MCC maximum class load: 10 personnel. Master Driver Training Course (MDTC) = Contractor shall conduct a four-day course, which will be provided at the customer's location using on-site facilities. This course shall train on-site personnel to establish a Train the Trainer program using the organization's facilities and their fielded Polaris vehicles. The training provided through Polaris Government & Defense's MDTC is designed around safe operation of the vehicle. This is a pass/fail course and all Driver/Coach Candidates must have prior off-highway riding experience (i.e DSTC). Graduates of the course will receive: 1) Recreational Off-Highway Vehicle Association (ROHVA) Drive Coach Preparation Course designed to teach evaluation and coaching techniques, presentation methods and communication skills. 2) Execute basic and advanced driving skills along with how to teach those skills to other operators 3) Conduct operator level pre- and post-operation vehicle checks. 4) ROHVA instructor certification. MDTC maximum class load: 6 personnel Driver Safety Training Course (DSTC) = Contractor shall conduct a three day course, which will be provided at the customer's location using on-site facilities and equipment. The training provided through Polaris Defense's DSTC is designed around safe operation of the vehicle. This is a beginner level course that covers basic driving skill, basic recovery techniques and PMCS of the Vehicle. Students who successfully complete the course will receive ROHVA operator certification. DSTC maximum class load: 10 personnel. Advanced Diagnostics and Drivetrain Certification Course (ADDC) = Mechanic's Course: Learn to disassemble and re-assemble entire drivetrain on Polaris vehicles plus advanced diagnostics. Students will learn to efficiently tear down, identify components, diagnose issues and re-assemble complete engine, front drive, and gear case. This is a level 30 depot level repair course conducted onsite or designated field training site. Note: prerequisite MCC (level 20) required to be completed before taking this course. Vehicle or drivetrain to be provided by the customer; the engine and front drive will be disassembled – gaskets, fluids, and shop supplies will be consumed. Parts, shop supplies, and fluids not included in the training price. ADDC maximum class load: 8 personnel. Many authorized dealers also offer local training, and the pricing and method of training is at the discretion of the dealer.	*

37	Describe any technological advances that your proposed products or services offer.	Polaris continues to integrate new, customer-centric technology into our vehicles whenever it can drive productivity, enhance the operator experience, or improve overall safety. Innovation has always been at the heart of Polaris, and some recent technological advances that can benefit Sourcewell members include: • Kevlar® backed seats on Pro XD utility vehicles resist punctures and tears, focused on reducing cost of ownership • Vehicle fault alarms on Pro XD utility vehicles to notify users of potential issues that could cause serious damage to the vehicle. A combination of visual (display) and audible alarms include low oil pressure, parking break engagement, belt slip, and engine overheat. • Speed limited utility vehicles to 15 mph if seat belt is not engaged • Lithium-Ion batteries and J1772 fast charger options on GEM Low Speed Vehicles to increase range for high demand shuttle applications or reduce charge time for enhanced productivity • Solar panels on GEM Low Speed Vehicles that increase time between charges, extend battery life, and reduce carbon footprint • Heating and air conditioning in a fully cabbed vehicle on certain RANGER utility vehicles, resulting in reduced operator fatigue and increased productivity • Industry-first plow mode on certain RANGER utility vehicles, making snow plowing more efficient by automatically adjusting the plow position depending on the gear the vehicle is in • Polaris snowmobiles utilize the most advanced technology on snow, with models that include a new Ride Command 7S Display featuring vehicle to vehicle tracking with or without cellular; SmartWarmers, electronically controlled hand warmers; and all-new intuitive left hand controls • The all new 650 Patriot engine on select snowmobiles, designed and manufactured by Polaris, delivers unparalleled durability, refined run quality, and a new level of fuel economy to reduce overall cost of ownership. • Our self-extinguishing plastics and flame-retardant materials are strategically located for a safe and comfortable riding experience. • Polaris Pulse Electrical System is a revolutionary technology advancement that comes stock in RZR XP Turbo S and RANGER XP 1000. This accessory provides consumers with a seamless way to connect accessories such as lights and sound systems to their vehicle, which discourages them from modifying an existing wire harness and potentially mis-wiring an accessory that could result in a fire hazard. • RZR® and GENERAL® Ride Command models come equipped with front and rear cameras to provide drivers with clearer look at their surroundings. In addition, the 10-year exclusive partnership agreement, signed in September 2020, between Polaris and Zero Motorcycles will enable Polaris to develop, manufacture and sell electrified utility vehicles and snowmobiles using Zero's powertrain technology, hardware and software. Polaris is well positioned to accelerate the development of its premium electric vehicle offering across its product lines and to lead the industry in electrification – another example of the technological advances that can benefit Sourcewell members in the near future.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	For over 65 years, Polaris has been driven by a desire to make a positive impact, and today we communicate that impact as Geared for Good. The Polaris Geared for Good framework focuses our efforts in order to elevate industries, communities and quality of life for everyone and everything within our corporate ecosystem. The framework is concentrated on four key areas – Safety & Ethics Always, Best People, Best Team, Customer Loyalty and Environmental Stewardship. Our entire DNA centers on exploring and working in beautiful, natural places. Mindful of our history and our future, our focus is on sustainable operations in our manufacturing, distribution and office facilities and enabling consumers to ride safely. By fostering sound environmental management practices, Polaris can offer innovative products and services while creating a future where generations to come can Think Outside. In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early: • 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5% • 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022 • We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources. We plan to spend 2020 working towards our 2022 Total Renewable Energy goal, while also assessing what environmental goals should come next. Our entire corporate responsibility report can be viewed at the link: https://cdn-gen.polaris.com/crp/company/corporate-stewardship/2019-stewardship-report.pdf Geared for Good is not about recognition, but our work is being validated externally. Newsweek named us one of America's Most Responsible Companies for 2020. https://www.newsweek.com/americas-most-responsible-companies-2020 (#256 at the link)	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While we are not aware of any third party eco-labels or rating, as a responsible corporate citizen, Polaris is dedicated to protecting human health, natural resources and the global environment. This dedication reaches further than compliance with the law to encompass the integration of sound environmental practices into our business decisions. The following Environmental Principles provide guidance to Polaris personnel worldwide in the conduct of their daily business practices: • We are committed to taking actions to preserve the environment. • We are committed to reducing waste and pollutants, conserving resources and recycling materials at every stage of the product life cycle. • We are committed to reducing greenhouse gas intensity, improving energy efficiency and increasing renewables as a part of our energy portfolio. • We are committed to continually assessing the impact of our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement. In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early: • 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5% • 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022 • We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a contractor doing business with the Federal government, Polaris maintains an approved Small Business Subcontracting Plan that it is required to submit on an annual basis. It outlines our commitment to seeking opportunities to contract with small, small disadvantaged, woman owned, veteran owned, service disabled veteran owned and HubZone businesses. Please refer to the attachments section of the proposal for a copy of the 2020 GSA Approved Small Business Subcontracting Plan.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Polaris Commercial, Government & Defense is dedicated to industrial, commercial and government customers and has thoughtfully expanded its product, accessory and service portfolio based on customer feedback and broadening applications for the industry's most complete offering of electric, gas and diesel-powered vehicles. Backed by 65 years of Polaris innovation, Polaris Commercial, Government & Defense offers a comprehensive line of durable, versatile and customizable work vehicle solutions for transporting people and hauling equipment in urban environments and industry applications. GEM, Pro XD, Taylor-Dunn and RANGER vehicles, along with Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity. The dedicated and specialized employees of the Polaris Commercial, Government & Defense team provide end customers with simple purchasing processes based on individual needs, dedicated customer support and a worldwide network of dealers for localized service.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Off Road Vehicle units - 1 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items GEM- 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items Pro XD - 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items Taylor-Dunn - 2 year 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items A copy of the applicable warranties for Polaris ORV, Pro XD, GEM Snowmobiles and Taylor-Dunn is attached.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Terms and conditions of the warranties for Polaris ORV, Snowmobile, Pro XD, GEM and Taylor-Dunn are outlined in the attached warranties. As is standard in the industry, the Taylor-Dunn vehicle warranty covers a period of 2 years or 2,000 hours, whichever event shall come first, from date of delivery. The GEM vehicle warranty covers a period of 2 years or 8,000 miles, whichever comes first. Mileage is unlimited for the first 6 months of the vehicle warranty. Any time after 6 months, the vehicle warranty expires at 8,000 miles or at the end of the two-year period, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sourcewell members are requested to bring units to an authorized Polaris, GEM, Taylor Dunn, Commercial dealer for warranty repairs. In the event the warranty repair is performed at the customer location, the dealer may charge for travel and will agree on that price directly with the Sourcewell member.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sourcewell members are requested to contact their local dealer to arrange all warranty repairs on their Polaris, GEM, Taylor Dunn, or Commercial vehicles.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items made by other manufacturers are essentially components of our Polaris vehicles, i.e. transmissions, tires, seats, etc. For RANGER, GENERAL and RZR off-road vehicles, Pro XD utility vehicles, GEM Low Speed Vehicles, and snowmobiles, we directly cover warranty on all components that are part of the vehicle assembly. For Taylor-Dunn electric vehicles, there are a few exceptions of note. The battery warranty is covered by the respective battery supplier; and for Taylor-Dunn vehicles with gas engines, the engine and transmission are covered by the original equipment manufacturer. The authorized dealer will advise the Sourcewell member on the process and specific OEM to contact in the event of a warranty issue with one of those items.	*
47	What are your proposed exchange and return programs and policies?	Polaris does not offer an exchange or return policy.	*
48	Describe any service contract options for the items included in your proposal.	Polaris offers extended service contracts on RANGER utility vehicles, Pro XD utility vehicles, All-Terrain Vehicles, GEM Low Speed Vehicles, and Snowmobiles through the Polaris Protection Extended Service Contract (ESC) program. The Polaris Protection program is managed in-house through Polaris, rather than through 3rd party companies, meaning the hassle-free claims are managed directly through Polaris via the dealer network. A variety of term options are available to extend the original manufacturer's warranty up to 5 years, covering all mechanical and electrical failures, excluding wear items, abused or neglected units, or cosmetic damages. And, the contracts can be transferred to a new owner if the sale or disposition of a vehicle happens while still under the extended protection plan, thus increasing the resale value of the vehicle. Terms of the Extended Service Contract vary by product line, and the pricing is available through authorized dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Polaris's standard payment terms are net 30 after invoice	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We understand that having the right leasing or financing options for educational or government entities can be just as important as having the right equipment. We offer financing and leasing for GEM, Taylor-Dunn, Ranger and Pro XD products through our dealers via a partnership with Wells Fargo Vendor Financial Solutions. Our leasing solutions make it easier for the entity to obtain Polaris vehicles with terms that fit the business, enabling the preservation of working capital and cash flow for other operating needs. Our most popular leasing program, Fair Market Value, gives a customer the option to purchase the equipment or upgrade to a new vehicle at the end of the term. Lease terms available include 36-month, 48-month and 60-month leases. Traditional loans are also available through that same Wells Fargo Vendor Financial Solutions partnership. We offer 36-month, 48-month and 60-month loans.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders are processed and reported a number of different ways based on the venue in which a Sourcewell member purchases their product. There are four separate tracking methods for reporting Sourcewell sales. 1) Polaris Direct 2) Polaris Dealer Direct 3) GEM Dealer Sales 4) Taylor-Dunn direct. Polaris Off-Road Vehicles (ORV) which are sold to Sourcewell members direct from the factory are captured through our CRM based order quoting/fulfillment software. Sourcewell members that prefer to purchase directly from a Polaris dealer have their sales captured and reported to Polaris Government & Defense by the dealer. Polaris offers a rebate to the dealers that sell off of the Sourcewell contract in order to ensure we are able to capture the quarterly sales to make our quarterly administrative payment. Sales for GEM are captured by reports received from our dealer network as these vehicles must be purchased directly from a dealer in much the same manner as the ORV products that are sold dealer direct. Taylor-Dunn captures their sales in much the same manner as Polaris Direct.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Polaris accepts P-card procurement and payment for Polaris Direct transactions. There are no additional charges to Sourcewell participating entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Polaris's discount structure to Sourcewell customers is based off of a percentage discount off of MSRP. The various discount rates by product line are outlined in the response to question 54. Pricelists for the various product lines for both US and Canada customers are attached. Note: Taylor Dunn sales are transacted in US dollars in both the US and Canada. The other product lines are transacted in Canadian dollars.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	US Discount Structure GEM 5.5% off MSRP exclusive of Admin Fee Options 15% off MSRP, exclusive of Admin Fee, no install fee Accessories 15% off MSRP, exclusive of Admin Fee, Install fees apply Shipping Fees apply based on Geographic location and size of vehicle (see price list for details) Off Road Vehicles (ORV) Discount Structure Rangers & Pro XD 12.45% off MSRP, plus shipping, exclusive of Admin Fee GENERAL/Sportsman 12.45% off MSRP, plus shipping & Right to Ride Fee, exclusive of Admin Fee RZR 11% off MSRP, plus shipping & Right to Ride Fee, exclusive of Admin Fee Snowmobile 11% off MSRP, plus shipping, exclusive of Admin Fee Accessories 17% off MSRP, plus install, exclusive of Admin Fee Taylor-Dunn Vehicles 10 % off MSRP Accessories 10% off MSRP Shipping fees apply Note: Taylor Dunn transactions/pricing are in US dollars. Canadian Discount Structure GEM & Taylor-Dunn - same as US ORV - based on National Master Standing Offer pricing agreement	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	No additional volume discount is offered on the Sourcewell contract as the discount structure is based off the combined volume anticipated through the aggregate number of Sourcewell purchases. Customers seeking larger volume purchases, such as a fleet, will be evaluated on a case by case basis for additional discounts beyond that offered on the Sourcewell contract.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Polaris can offer “open market” items to Sourcewell Members. We define open market items as specific add-on features/accessories that are not on contract. An example may include a vehicle accessory (i.e. a unique exterior lighting accessory) that is requested by the Sourcewell member that is not available directly from Polaris but can be purchased and installed by the authorized dealer. The price of the open market item would represent fair market value and be negotiated between the authorized dealer or Polaris and the Sourcewell Member. The open market item would be itemized on the quote and listed as “open market” or “non-contract.”	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Vehicles are unique in their requirements for preparation prior to use. Some may require pre-delivery inspection based on their size and shipping method from the factory. Dependent on the specific product, some vehicles may have locally installed options/accessories by the authorized selling dealer. For example, GEM low-speed vehicles are built at our factory with specific options (doors, beacon light, bumpers, etc.) installed at time of production, while Pro XD or RANGER utility vehicles may have specific options (roof, windshield, etc.) that are installed by a dealer. Finally, some vehicles require title, licensing, or state specific fees (California tire fee). When an authorized dealer issues a quote for a vehicle, any additional costs will be itemized separately and are not subject to the Sourcewell discount. These costs will be quoted by dealers at fair market value.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to Sourcewell members who choose to pick up their vehicle from the authorized dealer. Dealer may charge local delivery fees to the Sourcewell member location, and if so, those delivery fees will be itemized separately on the quote. If a US customer purchases from Polaris Direct (Ranger, RZR, General, Sportsman, Sleds & Pro XD) shipping to a CONUS location is included in the list price.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the United States, shipping charges to the customers location are included in the pricelist for all deliveries to the continental United States (CONUS) Shipments to Alaska and Hawaii are priced separately at the time of quoting to the customer. Shipping costs in Canada are also included in the price of the product provided if the destination is within 150km of the major city centers identified in question 29.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members that purchase ORV products direct from Polaris will have their vehicles up-fit and accessorized at the Polaris factory and delivered direct to their location without having to pick up the vehicle from a dealer. For products that are procured through a dealer, arrangements can be made with the dealer for delivery to their location.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Polaris utilizes the same pricelist for Sourcewell members as utilized under our GSA contracts. Utilization of the same pricelist for GSA and Sourcewell clients ensures consistency across governmental, educational and non-profit customer base.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Polaris has established a CRM based quote/order processing and invoicing system based on Microsoft Dynamics. The whole process starts with a generation of a quote, which requires the sales rep to select the Sourcewell contract and pricelist to generate the quote, ensuring correct pricing. When an order is received, it is reviewed with the Sales Team and Sales Supervisor to ensure accuracy. This same CRM module allows reports to be generated on a quarterly basis to query the number of sales associated with the Sourcewell contract. These sales numbers along with the data pulled from the rebate program, which captures dealer direct sales is then combined into a final report for capturing quarterly sales. These numbers are reviewed by Polaris Government & Defense's Contract Manager to ensure accuracy and then a check request/EFT is requested from account receivables to Sourcwell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Polaris proposes a 3/4% administrative fee against the total value of the orders delivered each quarter. This administrative fee is consistent with the same Industrial Funding Fee that Polaris pays the General Services Administration on our current GSA MAS contract. Polaris is offering the same discount and administration fee structure as our GSA contracts. This allows for a single price list for both GSA and Sourcewell and eliminates any conflicts with most favored customer pricing, since Federal , State, Local, Education and Non-Profit all receive the same pricing.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Detailed product specification sheets are attached to this proposal. A summary of the Polaris offerings are described below: Polaris offers a comprehensive line of durable, versatile and customizable work	

vehicle solutions for transporting people and hauling equipment in commercial and industrial applications. GEM, Pro XD, Taylor-Dunn, RANGER, GENERAL and Sportsman vehicles, as well as Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity.

GEM Low-Speed Vehicles

A Low-Speed Vehicle (LSV) is a street-legal, four-wheeled, electric vehicle with a top speed of 25 mph and a gross vehicle weight rating of less than 3,000 lb, as defined by FMVSS 500 through the National Highway Traffic Safety Administration (NHTSA) of the US Department of Transportation. Most states allow LSVs to drive on roads marked 35 mph or less.

The GEM line of LSVs offer premium comfort, more standard safety features that not only comply with DOT regulations, but also meet SAE crush testing, and an all-electric vehicle helping with local sustainability efforts. Three passenger vehicles are available, carrying up to 2, 4 or 6 people. Two utility models are offered with various cargo bed configurations for maintenance and repair, construction, technician, delivery or other applications. Vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including full doors, heat and defrost, bumpers, electronic power steering, multiple battery options including Lithium Ion batteries, rear carrier options and many more to meet the customer's application. And, a full line of Polaris engineered accessories are available.

Pro XD Utility Vehicles

The Pro XD provides industry-leading durability, serviceability and safety to deliver a utility vehicle built to withstand the toughest work environments, and ultimately, provide customers with increased durability, lower maintenance costs and improved safety features. Whether hauling people or cargo, the Pro XD, is available in both gas and diesel and 2 or 4 seating configurations. Polaris-engineered made-for-work accessories, including full cab enclosures, lighting options, heat, front plow options, and other safety features are available to meet the specific application.

Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

Taylor-Dunn Commercial and Industrial Vehicles

Taylor-Dunn is the leading provider of commercial and industrial vehicle solutions with a broad portfolio of electric, LPG and gas-powered personnel, burden and tow vehicles. Taylor-Dunn has over 65 years of success with vehicles still in operation for more than 10 years. And with custom features ranging from special paint color to major frame modifications, we build vehicles to meet application specific solutions. Taylor-Dunn vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including cab enclosures, cab accessories, directional signals, rear cargo options, ladder racks, and many more to meet the specific application.

RANGER Off-Road Vehicles

The RANGER off-road portfolio offers the most complete lineup of utility vehicles, with various configurations to meet specific customer needs. Electric and gas options, varying seating configurations, payload capacities up to 2,000 pounds and towing capacities up to 2,500 pounds and optional heating and air conditioning on select models are just a few of the features available across the RANGER lineup.

Polaris engineered accessories including full cabs, lighting, winch, plow, vehicle protection and other work accessories are available to meet the specific application.

Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

Sportsman All-Terrain Vehicles

Polaris offers best-in-class ATVs that are engineering for high performance, maximum reliability, and superior ride and handling to reduce operator fatigue on the job. A full line of Polaris-engineering accessories, including windshield, storage, winch, plow blades and more, is available to customize the ATV to the specific Sourcewell member application.

Polaris Snowmobiles

Polaris started it's journey over 65 years ago with as the first manufacturer of snowmobiles. Through this hard work we've introduced new, innovative technologies in the industry. We give riders a way to realize their passion and share it with friends and family. Our offerings include, RMK mountain, Switchback on & off Trail, Titan extreme crossover, Indy performance and Voyageur recreational utility sleds.

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial utility vehicles (UTVs) Off-Road utility vehicles (UTVs) All-terrain vehicles (ATVs) Electric transport and utility Low Speed Vehicles (LSVs) Personnel carriers Burden carriers Stockchasers Tow vehicles Snowmobiles	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Utility Vehicles	(•) Yes ( ) No	Polaris Ranger, Pro XD and General Side by Sides	*
67	Task Vehicles	(•) Yes ( ) No	Polaris Ranger, Pro XD and General Side by Sides. Taylor-Dunn and GEM vehicles	*
68	Golf Carts	( ) Yes (•) No	N/A	*
69	Low-speed Vehicles (LSV)	(•) Yes ( ) No	GEM vehicles	*
70	Parking Enforcement	(•) Yes ( ) No	Polaris Ranger, Pro XD, and GEM vehicles	*
71	Patrol and EMS Solutions	(•) Yes ( ) No	Polaris Ranger, General, Pro XD, Sportsman, GEM and Taylor-Dunn vehicles	
72	Passenger Shuttles	(•) Yes ( ) No	GEM and Taylor-Dunn vehicles	
73	Burden Carriers	(•) Yes ( ) No	Taylor-Dunn vehicles	
74	Side-by-sides	(•) Yes ( ) No	Polaris Ranger, Pro XD, RZR and General.	
75	All-Terrain Vehicles (ATV)	(•) Yes ( ) No	Polaris Sportsman	
76	Snowmobiles	(•) Yes ( ) No	Polaris Indy, RMK, Voyageur and Titan.	
77	Personal Watercraft	( ) Yes (•) No	N/A	
78	Food and Beverage Solutions	(•) Yes ( ) No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	
79	Athletic and Campus-use Vehicles	(•) Yes ( ) No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Having had a relationship with NJPA/Sourcewell for eight years, Polaris will rely on past data to compare our year over year sales data to determine our success with the contract. We are targeting a 10-15% year over year growth for sales in our core business and believe this is attainable based on past performance. Additionally, we will be measuring the market penetration that we will be able to gain into the Canadian market with the ability to leverage a co-operative purchasing agreement.	*
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Polaris offers gas, diesel, electric and LPG options for our products. Polaris understands the importance in electrification and its impact on higher education and government sustainability initiatives. Already a leader in electric vehicle offerings, Polaris is accelerating that position with a recent 10-year exclusive partnership with Zero Motorcycles, a company with pioneering electrification experience, proven leadership, and electric powertrain technologies that are unmatched in the market. Under this 10-year agreement, Polaris plans to launch a new electric option to customers across each of its core business segments by 2025. We are excited to deliver additional electric vehicles within the range, value and performance characteristics that Sourcewell members desire. The current offering by product type is noted below. Utility Vehicles (UTVs) • Gas • Diesel • Electric All-Terrain Vehicles (ATVs) • Gas Low Speed Vehicles (LSVs) • Electric Burden Carriers • Gas • Electric Personnel Carriers • Gas • Electric Stockchasers • Electric Tow Vehicles • Gas • Electric • LPG Snowmobiles • Gas	
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Our vehicles are tested and validated to run in operating conditions experienced across the United States (including Alaska) and Canada, both in hot and cold environments. For internal combustion engines, typical operating temperatures can range from less than 0°F to 110°F. When discussing operating conditions of our electric products such as GEM and Taylor-Dunn, the operating condition is limited to the battery performance in the vehicle. The ability for the battery to provide current will be reduced at cold temperatures which may affect operation of the vehicle at medium to high load capacities. Freezing of Flooded Lead Acid batteries can severely damage or destroy the battery, and performance of vehicles with lead acid batteries can be reduced at extremely cold temperatures down to 0°F. A flooded lead acid battery freezing point varies with the state of charge and is dependent on manufacturer. Batteries should never be stored in sub-freezing temperatures unless they are fully charged. The colder the ambient storage temperature, the slower the rate of charge and discharge of batteries. For GEM vehicles with optional Lithium Ion batteries, the battery heaters will use battery pack energy to warm the batteries to an internal temperature of 41°F, at which point the batteries will accept a charge. The battery heaters will not operate when ambient temperature is below -16°F. Certain Polaris vehicles can be equipped with full cab enclosures, heating systems, front and rear defrost, on-demand All-Wheel Drive systems, and with optional track systems to aid performance in inclement weather.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jed Leonard, Vice President Polaris Government & Defense, Polaris Sales Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	☑	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	☑	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	☑	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	☑	2

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ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**; **Polaris Sales Inc.**, 2100 Hwy 55, Medina, MN 55340 (Polaris); and **Waev Inc.**, 2114 W. Ball Road, Anaheim, CA 92804 (Waev).

1. Sourcewell has an agreement with Polaris to provide UTILITY, TRANSPORT, GOLF, AND RECREATION VEHICLES WITH RELATED ACCESSORIES, EQUIPMENT, AND SERVICES under Sourcewell Contract Number 122220-PSI ("Original Contract").

2. On January 1, 2022, Polaris divested its Taylor-Dunn and GEM product lines to Waev, but continued to provide those products to Sourcewell members under a separate agreement with Waev.

3. Polaris now wishes to assign its rights and responsibilities for the Taylor-Dunn and GEM product lines under the Original Contract to Waev, while retaining all remaining product lines.

4. The assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.

2. Polaris wishes to assign to Waev those rights, responsibilities, and other provisions set forth in the Original Contract (Sourcewell Contract Number 122220-PSI) for the Taylor-Dunn and GEM product lines.

3. Polaris will retain all other rights, responsibilities, and other provisions of the Original Contract.

4. Waev has obtained a copy of the Original Contract from Polaris, and certifies it will comply with the terms of the Original Contract as executed by Polaris and Sourcewell. The parties agree this assignment is unconditional and without recourse.

5. Polaris and Waev jointly and severally represent and warrant to Sourcewell that:
   a. Polaris is not in default of any of its obligations under the Original Contract;
   b. Waev is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract as they relate to the Taylor-Dunn and GEM product lines;
   c. Polaris and Waev request consent from Sourcewell to this assignment; and
   d. Waev accepts assignment of the Original Contract as it relates to the Taylor-Dunn and GEM product lines.

6. In consideration for the above, Sourcewell consents to the assignment; thereby creating a separate agreement with Waev that is identical to 122220-PSI, but will only contain the Taylor-Dunn and GEM product lines. Sourcewell reserves the right to assign a different contract number to that agreement.

Signature Page Follows.

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Polaris Sales Inc.

By: _____
Michael J. Conrad
Title: Manager, Programs & Contracts

Date: 16 August 2022

Waev, Inc.

By: _____
Paul C. Vitrano
Title: SVP and Chief Legal & Policy Officer

Date: August 17, 2022

Sourcewell

DocuSigned by:
By: _____
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 8/17/2022 | 12:59 PM CDT

DocuSigned by:
By: _____
7E42B8F817A64CC...
Dr. Chad Coauette, Executive Director/CEO

Date: 8/17/2022 | 1:30 PM CDT

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Department Jonathan Mendel
Date: 2024-05-14
Subject: An Ordinance Granting a Special Permit for a Child Day Care Services Facility, Parking Variation, Level III Design Review Permit, and Site Plan Approval (MMJ Scholars, LLC - 1200 Shermer Road) (Plan Commission Docket No. PCD-24-03)

Overview
The Plan Commission recommends approval of an ordinance granting approval of a Special Permit for a Child Day Care Services Facility in the C-2 District.

Fiscal Impact
N/A.

Recommendation
Approval.

Background

On May 14, 2024, the Board of Trustees is scheduled to consider approval documents for an application filed by MMJ Scholars LLC d/b/a Celebree School (the "Applicant"), as lessee of the property commonly known as 1200 Shermer Road (the "Subject Property), which is owned by 1200 Shermer LLC (the "Owner"). The Applicant is requesting relief to occupy the first floor of the multi-tenant office building and operate a child day care facility with an outdoor playground on the Subject Property.

The following zoning relief is requested:

351. Special Permit for Child Day Care Services (SIC No. 8351.00) in the C-2 Neighborhood Commercial District;
352. Variation to reduce the required parking from 295 spaces to 243 spaces (18%) **[Note: *Following the drafting of the public notice the parking variation request was reduced to 16.95%]*;**
353. Level III Design Review Permit;
354. Site Plan Approval; and

355. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant

ARCHITECTURAL CONTROL COMMISSION REVIEW

The Architectural Control Commission reviewed the application on April 11, 2024. The Subject Property is located within the Village Green Overlay District and proposed site plan approval and signage requires a Level III Design Review Permit for new business. The ACC reviewed the exterior signage and outdoor playground layout, material and color details and found the plans generally acceptable with one condition. The ACC recommended that the Applicant change the color of the playground perimeter fence from white to sandstone to better blend with the surrounding with which the Applicant agreed. The ACC ultimately recommended approval of the proposed plan as presented. The staff report is attached, however, minutes for the meeting are not available at this time.

PLAN COMMISSION REVIEW

The Plan Commission conducted a public hearing on the application during its regular meeting on April 16, 2024. Following presentation from staff and the Applicant, the Commission asked questions related to their operations such as drop-off/pick-up policy; ratio of students and teachers in classroom; internal circulation of pedestrians and traffic on the property; and safety of children in and around the playground area.

The Applicant spoke about the safety protocols that will be in place for children. She also provided information regarding staffing capacity, programs, drop-off/pick-up policy and operations. There were no public comments. The Commission closed the public hearing and upon brief discussion stated that they found the proposal acceptable and were prepared to vote on the Plan Commission Resolution prepared by staff, subject to the following conditions:

1. Installation of an on-site informational sign stating that no parking, standing, or idling of vehicles is permitted in the drive aisle near the building entrance on Shermer Road and Lincoln Avenue.
2. Applicant must provide notification to parents/guardians of children enrolled in Celebree School regarding no parking in drive aisles of the parking lot and that parking within the parking lot and escorting children in and out of the building is required.
3. Applicant must provide notification to the existing tenants of the building that a day care will be operating on the site with an outdoor play area so use caution when driving on the Property.

On April 16, 2024, the Plan Commission adopted, by a vote of 6-0 (one member abstained and two members were absent), the attached Resolution No. 24-PC-05 recommending approval of the Zoning relief noted above. The staff report from the meeting and Applicant submittal items are included for reference. The minutes from April 16 meeting are not available at this time.

VILLAGE BOARD REVIEW

The Village Board conducted the preliminary review for this request on November 28, 2023. The primary details of the request presented at preliminary review remained the same through the public hearing process.

On May 14, 2024, the Board is scheduled to consider an Ordinance Granting Approval of Special Permit for a child day care services facility, parking variation, Level III design review permit, and site plan approval in C-2 District (including conditions noted above).

Consistent with the policies endorsed by the Board that a unanimous recommendation (one abstention will count with the majority vote) from the Plan Commission be placed on the Board of Trustees consent agenda, the proposed ordinance has been placed on the consent agenda of the May 14, 2024 meeting.

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

i - Celebree School - Draft Ordinance Special Permit for Child Daycare in C-2 District.pdf
Exhibit A - PC Resolution, Staff Report.pdf
Exhibit B - ACC Staff Report.pdf
Exhibit C - Formal Application.pdf
Exhibit D - Narrative.pdf
Exhibit E - Site Plans & Floor Plan.pdf
Exhibit F - Playground Specs.pdf
Exhibit G - Sign Plans.pdf

ORDINANCE 2024-____

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

An Ordinance Granting a Special Permit for a Child Day Care Services Facility, Parking Variation, Level III Design Review Permit, and Site Plan Approval

(MMJ Scholars, LLC – 1200 Shermer Road) (Plan Commission Docket No. PCD-24-03)

shall be, and is hereby, adopted as follows:

SECTION 1. BACKGROUND.

MMJ Scholars LLC d/b/a Celebree School (the "***Applicant***") proposes to lease and operate a child day care services facility ("***Facility***") on the property commonly known as 1200 Shermer Road ("***Property***"). The Property is owned by 1200 Shermer LLC (the "***Owner***").

The Applicant has requested relief from the Zoning Code to allow the Applicant to establish and operate the Facility on the Property, including: (i) Special Permit to operate a child day care services facility; (ii) Parking Variation; (iii) Level III Design Review Permit; and (iv) Site Plan Approval (collectively, "***Requested Relief***"). The Owner has consented to the Requested Relief.

The President and the Board of Trustees have determined that it is in the best interest of the Village and its residents to grant the Applicant the Requested Relief in accordance with the terms and conditions of this Ordinance.

SECTION 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 1200 Shermer Road, which is legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The Property is located within the C-2 Neighborhood Commercial District.

SECTION 3. PUBLIC MEETINGS & HEARINGS.

Pursuant to notice published in the March 28, 2024 edition of *Northbrook Star*, a public hearing was conducted by the Northbrook Plan Commission on April 16, 2024. The Plan Commission recommended approval of the Requested Relief on April 16, 2024 through Resolution No. 2024-PC-05.

SECTION 4. REPEAL OF SECTION 6.H OF ORIGINAL SPECIAL PERMIT.

Section 6.H. of Ordinance No. 01-52 related to "Depository Institution" is hereby repealed. The remainder of Ordinance 01-52 remains in full force and effect.

SECTION 5. SPECIAL PERMIT.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the special permit to allow a Child Day Care Services (SIC No. 8351.00) facility on the Property is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

SECTION 6. PARKING VARIATION

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a variation to reduce the off-street parking requirement from 295 spaces to 245 spaces on the Property shall be, and is hereby granted in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook.

SECTION 7. DESIGN REVIEW PERMIT

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a Level III Design Review Permit for the improvements on the Property shall be, and is hereby, granted to the Applicant in accordance with and pursuant to Section 11-605 of the Zoning Code and the home rule powers of the Village.

SECTION 8. SITE PLAN APPROVAL

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the Site Plan for the Property, consisting of one page prepared by Colliers Engineering & Design dated March 7, 2024, attached as ***Exhibit B*** of this Ordinance, shall be, and is hereby, approved in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village.

SECTION 9. CONDITIONS

The Special Permit granted in Section 5, Parking Variation granted in Section 6, Design Review Permit granted in Section 7, and Site Plan Approval granted in Section 8 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

a) Installation of an on-site informational sign stating that no parking, standing, or idling of vehicles is permitted in the drive aisle near the building entrance on Shermer Road and Lincoln Avenue.

b) Applicant must provide notification to parents/guardians of children enrolled in Celebree School regarding no parking in drive aisles of the parking lot and that parking within the parking lot and escorting children in and out of the building is required.

c) Applicant must provide notification to the existing tenants of the building that a daycare will be operating on the site with an outdoor play area so use caution when driving on the Property.

SECTION 10. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 5, the variation granted in Section 6, the design review permit granted in Section 7, and site plan approval granted in Section 8 of this ordinance shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the special permit, variation, design review permit, and site plan approval unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the C-2 Neighborhood Commercial District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, variation, design review permit, and site plan approval, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by this Section has been given.

SECTION 11. AMENDMENT TO RELIEF.

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

SECTION 12. BINDING EFFECT; TRANSFERABILITY.

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

SECTION 13. EFFECTIVE DATE.

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

i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;

ii. publication in pamphlet form in the manner required by law;

iii. the filing by the Applicant and the Owner with the Village Clerk of an

unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of ***Exhibit C***, attached to and made a part of this Ordinance by this reference; and

iv. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Clerk's Office. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 13.A.iii of this Ordinance within 90 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED: This __ day of May, 2024
AYES: ()
NAYS: ()
ABSENT: ()
ABSTAIN: ()

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2 IN THE BOA-NORTHBROOK RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN NORTHBROOK TRUST SUBDIVISION IN PART OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOS; WHICH PLAT THEREOF WAS RECORDED JUNE 7, 2019 AS DOCUMENT NUMBER 1915818083.

Permanent Index Number: 04-10-111-025-0000

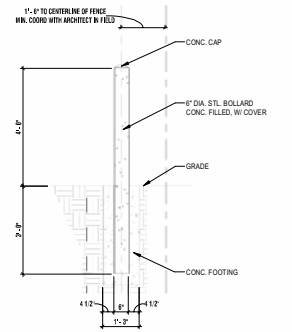
Commonly known as 1200 Shermer Road, Northbrook, Illinois, 60062

EXHIBIT B

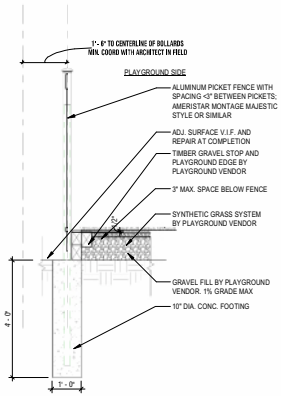
SITE PLAN



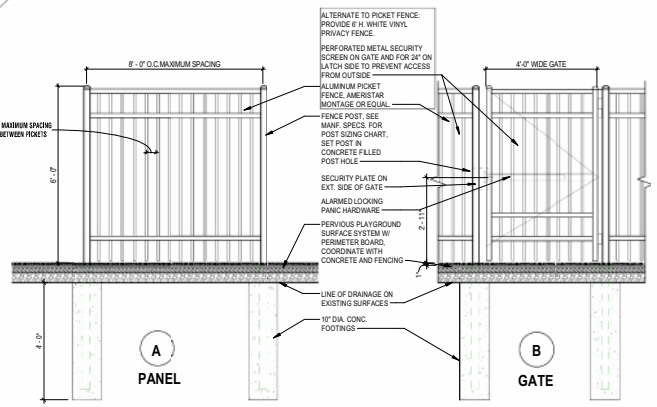
1 ARCHITECTURAL SITE PLAN
1" = 30'-0"



2 BOLLARD DTL.
1/2" = 1'-0"



3 FENCE SECTION
1/2" = 1'-0"



4 PICKET FENCE ELEVATIONS
1/2" = 1'-0"
ALTERNATE TO PICKET FENCE: PROVIDE 6' H. WHITE VINYL PRIVACY FENCE.

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ARCHITECT OF RECORD:
Justin A. Mihalik, AIA
373 US Route 46 West
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Fairfield, New Jersey 07004
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Bergmann Architectural Associates, Inc.

PRELIMINARY FOR REVIEW ONLY
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JUSTIN A. MIHALIK, AIA — IL LIC. #: 001.026372

Celebree SCHOOL

PROJECT
ALTERATIONS OF:
CELEBREE SCHOOL
ONE LANE CENTER
1200 SHERMER RD.
NORTHBROOK, IL

CLIENT
MMJ SCHOLARS LLC
727 GROVE STREET
GLENCOE, IL 60022

LEGAL DESCRIPTION
PIN: 04-10-111-025-0000

SHEET TITLE:
ARCHITECTURAL SITE PLAN

REV.	DATE	REMARKS

JOB NUMBER: 23015445P
DATE: 03/07/2024
DRAWN BY: MN
CHECKED BY: WB

SHEET NO.
AS101

THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTIONS AS AN "ARCHITECTURAL WORK" UNDER SEC.102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS THE ARCHITECTURAL WORKS COPYRIGHT ACT OF 1990.

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT OF OWNER AND APPLICANT

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

WHEREAS, MMJ Scholars LLC d/b/a Celebree School (the "***Applicant***") proposes to operate a child day care services facility ("***Facility***"), on the property commonly known as 1200 Shermer Road ("***Property***"); and

WHEREAS, 1200 Shermer LLC (the "***Owner***") is the owner of the Property, which is improved with multi-story office building with an accessory parking lot; and

WHEREAS, the Applicant has requested relief from the Village of Northbrook's Zoning Code (1988), as amended ("***Zoning Code***") to allow the Applicant to operate the Facility as a Child Day Care Services facility on the Property, parking variation, level III design review permit, and site plan approval ("***Requested Relief***"); and

WHEREAS, Ordinance No. 2024-__, adopted by the President and Board of Trustees of the Village of Northbrook on _____, 2024 ("***Ordinance***"), grants approval of such Requested Relief for the benefit of Applicant; and

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

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

1. Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 2024-__, adopted by the Village Board of Trustees on _____, 2024.

2. Applicant acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Applicant against damage or injury of any kind and at any time.

3. Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to Applicant required by Section 10 of the Ordinance is given.

4. Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by Applicant of their obligations under this Unconditional Consent and Agreement.

5. Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

MMJ SCHOLARS, LLC

By: _____
Signature

By: Magdalena Pisarczyk
Print Name

Its: President

SUBSCRIBED and **SWORN** to before me this 27 day of April, 2024.

_____
Notary Public

ANTONINO R GUERCIO
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 25, 2026

1200 SHERMER, LLC

By: _____
Signature

By: Scott Inbinder
Print Name

Its: Manager

SUBSCRIBED and **SWORN** to before me this 2nd day of April, 2024.

Jean M. Klippstein
Notary Public

OFFICIAL SEAL
JEAN M KLIPPSTEIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/31/2027

APPROVED
RESOLUTION NO. 24-PC-05

VILLAGE OF NORTHBROOK PLAN COMMISSION
DOCKET NO. PCD-24-03
(1200 SHERMER ROAD)

WHEREAS, an application has been filed by MMJ Scholars LLC d/b/a Celebree School (the "Applicant") as lessee of the property commonly known as 1200 Shermer Road (the "Subject Property), which is owned by 1200 Shermer LLC (the "Owner"), and

WHEREAS, the Applicant has filed an application (Docket No. PCD-24-03) with the Village of Northbrook requesting:

A. Special Permit for Child Day Care Services (SIC No. 8351.00) in the C-2 Neighborhood Commercial District;
B. Variation to reduce the required parking from 295 spaces to 245 spaces (16.95%);
C. Level III Design Review Permit;
D. Site Plan Approval; and
E. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant

WHEREAS, the Subject Property is designated as appropriate for Professional Office uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on March 28, 2024 in the *Northbrook Star* and a public hearing was held at the Plan Commission's regular meeting on April 16, 2024; and

WHEREAS, the Applicant has submitted evidence that signs were properly posted on the Subject Property, indicating the time and date of the Commission hearing, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by certified mail; and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, the following:

1. Village of Northbrook Plan Commission Application form & attachments received January 31, 2024, and all subsequent additions and revisions to these application materials and attachments.
2. Comments made by the Board of Trustees during its review of the preliminary application regarding this request.
3. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. Findings:

A. Comprehensive Plan Compliance. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-24-03 the proposed application **is in general compliance** with the Northbrook Comprehensive Plan, and specifically in compliance with the Future Land Use Map.

B. Special Permit. With respect to Docket No. PCD-24-03A, the Plan Commission does hereby find that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed child daycare facility (the "Facility"), are **satisfied** as follows:

1) The Facility will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the C-2 Neighborhood Commercial District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.

2) The Facility will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

3) The Facility will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property.

4) The Facility will be served adequately by essential public facilities and services.

5) The Facility will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

6) The Facility will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.

7) The Facility complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.

C. Off-Street Parking Variation. With respect to Docket No. PCD-24-03B, a request to reduce the required number of off-street parking spaces, the Plan Commission finds that a variation to reduce the required number of parking spaces from 295 to 245 (a 16.95% reduction) is **consistent** with the standards for variations established in subsection 11-503F of the Zoning Code.

D. Site Plan Approval. With respect to Docket No. PCD-24-03D, the Plan Commission does hereby find that the proposed improvements on the Subject Property are **consistent** with the standards for such approvals as established in Section 11-604 of the Zoning Code.

E. Other Relief. With respect to Docket No. PCD-24-03E, the Plan Commission does hereby find that no other relief is necessary.

2. Recommendations: The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-24-03 based on the findings established herein, subject to the following conditions:

A. Special Permit for Child Daycare Facility. A special permit to allow Child Day Care Services (SIC No. 8351.00) shall be issued to the Applicant for the Subject Property, subject to the following conditions:

a) Install on-site informational sign stating that no parking, standing, or idling of vehicles is permitted in the drive aisle near the building entrance on Shermer Road and Lincoln Avenue.

b) Provide notification to parents/guardians of children enrolled in Celebree School regarding no parking in drive aisles of the parking lot; and parking within the parking lot and escorting children in and out of the building is required.

c) Provide notification to the existing tenants of the building that a daycare will be operating on the site with an outdoor play area so use caution when driving on the Subject Property.

B. Off-Street Parking Variation. An off-street parking variation shall be granted to reduce the number of required off-street parking spaces by 50 spaces, from 295 spaces to 245 spaces on the Subject Property.

C. Site Plan Approval. The site plan consisting of one page prepared by Colliers Engineering & Design dated March 7, 2024, attached as ***Exhibit A***.

ADOPTED THIS 16th day of April 2024.

AYES:	(6)	Halperin, Morgen, Schwager, Sandler, Walden, Elisco
NAYS:	(0)	
ABSENT:	(2)	Melnick, Torf
ABSTAIN:	(1)	DeBartolo

__/s/ Steven Elisco _____
Steven Elisco, Chairman
Northbrook Plan Commission

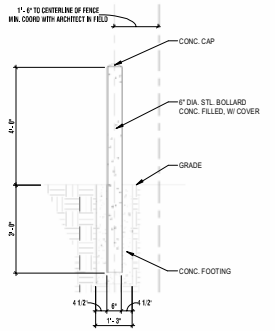
ATTEST:
_/s/ Jonathan Mendel _____
Jonathan Mendel, Director
Development and Planning Services

EXHIBIT A

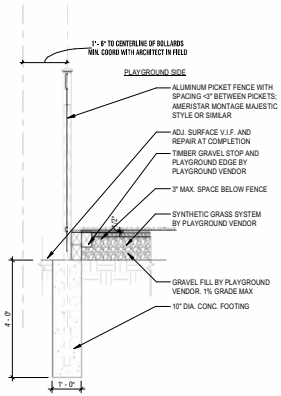
Site Plan



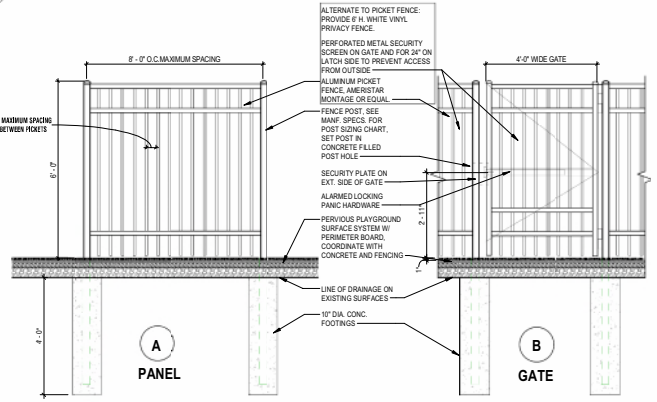
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JUSTIN A. MIHALIK, AIA — IL LIC. #: 001.026372

Celebree SCHOOL

PROJECT
ALTERATIONS OF:
CELEBREE SCHOOL
ONE LANE CENTER
1200 SHERMER RD.
NORTHBROOK, IL

CLIENT
MMJ SCHOLARS LLC
727 GROVE STREET
GLENCOE, IL 60022

LEGAL DESCRIPTION
PIN: 04-10-111-025-0000

SHEET TITLE:
ARCHITECTURAL SITE PLAN

REV.	DATE	REMARKS

JOB NUMBER: 23015445P
DATE: 03/07/2024
DRAWN BY: MN
CHECKED BY: WB

SHEET NO.
AS101

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MEMORANDUM

To: Plan Commission
From: Swati Pandey, Senior Planner
CC: Michaela Kohlstedt, Deputy Director
Date: April 16, 2024
Subject: PCD-24-03: 1200 Shermer Road – Child Day Care Facility with Outdoor Playground

INTRODUCTION

On April 16, 2024 the Plan Commission will conduct the first public hearing on an application filed by MMJ Scholars LLC d/b/a Celebree School (the "Applicant") as lessee of the property commonly known as 1200 Shermer Road (the "Subject Property), which is owned by 1200 Shermer LLC (the "Owner"). The Applicant is proposing to occupy the first floor of the multi-tenant office building and operate a child daycare facility with an outdoor playground on the Subject Property. The following zoning relief is requested:

A. Special Permit for Child Day Care Services (SIC No. 8351.00) in the C-2 Neighborhood Commercial District;

B. Variation to reduce the required parking from 295 spaces to 243 spaces (18%)**[Note: *Following the drafting of the public notice the parking variation request was reduced to 16.95%]***;

C. Level III Design Review Permit;

D. Site Plan Approval; and

E. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. The Plan Commission hearing was properly noticed in the March 28, 2024 edition of the *Northbrook Star*. Staff has received two general inquiries about the scheduled public hearing but no written public comments regarding the application until the writing of the staff report.

PROPERTY DESCRIPTION

The Subject Property:

- is zoned C-2 Neighborhood Commercial District and located within the Village Green Overlay District (VGO);
- is located at the north side of Shermer Road; between Cherry Lane and Angle Avenue (Downtown Northbrook);
- contains an existing four story office building and parking lot;
- is surrounded by:
    - North: R-5 Single Family Residential; Single Family Homes
    - South: VGRC Village Green Residential & Commercial District; Townhomes
    - East: C-2 Neighborhood Commercial; Bank of America
    - West: C-2 Neighborhood Commercial; Retail shopping center
- is designated as appropriate for Professional Office uses in the Comprehensive Plan;

- is not located within the 100-year flood plain;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan;
- The Village's Bicycle and Pedestrian Plan identifies Shermer Road for a Signed and Marked Roadway (bikeways where bicyclists and cars operate within the same travel lane, either side by side or in single file).

BACKGROUND INFORMATION

- The Subject Property has a four-story office building, located in the C-2 Neighborhood Commercial district (Village Green Overlay District). The building is centrally located on the property with the parking lots located on the north and west side of the building. Bank of America was the former tenant in the proposed unit. In 2019, the property was subdivided to carve a separate lot for the current Bank of America building, adjacent to the Subject Property.
- The site is accessible from Shermer Road and Lincoln Avenue, accessing the north and south parking lots. There are a total of 265 parking spaces on the Subject Property.
- The former Bank of America tenant space on the first floor of the building is currently vacant. The Applicant has submitted a list of tenants for the building that include professional and medical offices such as law firm, accounting and financial services, nonprofit organization, therapy, etc.
- In June 2001, Ordinance No. 2001-52 granted approval regulating the use and development of the property at 1200 Shermer Road. The property at that time included the current Bank of America site to the east (extending until Angle Avenue). Ordinance 2001-52 (attached) included approvals for the drive-through bank as first floor tenant at 1200 Shermer Road. The ordinance does not restrict any new future uses on the first floor; therefore, no amendments are required to this existing ordinance.
- In April 2019, the Property Owner subdivided the property into two parcels through Resolution No. 2019-44 (attached), to allow construction of a new retail bank building on a separate lot (to the east). Due to the subdivision, the Subject Property exceeded the allowable FAR in the C-2 district and a major variation through Ordinance No. 2019-23 (attached) was granted for the existing building. There is no new construction at this time that will impact FAR on the Subject Property.

Preliminary Review

On November 28, 2023, the Board of Trustees conducted a preliminary review of the request for a child daycare facility in downtown Northbrook. The majority of the Board found the request to be generally appropriate but had concerns related to the use, such as parking, safety, and screening of the playground area. An excerpt of the Board of Trustees minutes is attached for reference, and the meeting can be viewed on the Village website as well to hear the actual commentary from the Trustees.

The proposal and the general layout of the plan presented at preliminary review have not changed with the formal application, however, the scope of minor work on the Subject Property and the level of detail has expanded which is discussed later in the report. The following is a table of the comments made by members of the Board of Trustees:

Trustee	Title	Status	Comments
Kathryn Ciesla	Village President	Present	Ratio of children/teacher to be reviewed. Privacy screening for play area is necessary; safety precautions around play area through curbs, etc.
Bob Israel	Trustee	Present	Parking variation concerns; limitation to the building; concur with Trustee Collison
Muriel Collison	Trustee	Present	Use is fine; Concerns about parking; Loading space to be provided; plan with food service; Outdoor play area in green area and preferably not on concrete. Is this permanent

			structure play area or movable play structures.
Heather Ross	Trustee	Present	Use is fine. Concur with Trustee Collison; concerns regarding play area and parking
Johannah Hebl	Trustee	Present	Concerns are parking; safety; green area for play is ideal. Use is good.
Dan Pepoon	Trustee	Present	Use is fine. Concur with Trustee Collison
Joy Ebhomielen	Trustee	Present	Use is fine. Same concerns

Staff Review

Prior to scheduling a public hearing the application underwent the standard review process and was reviewed by the following departments/entities:

- Development and Planning Services (Planning & Zoning)
- Engineering
- Tree Preservation
- Fire
- Police

There were minor comments from the reviewers, and they all approved the application upon review, subject to further review at the time of permitting. It should be noted that there were some additional zoning questions raised and asked of the Applicant. Included with the material submitted by the Applicant are the responses to those questions.

Compliance with Village Plans

- The Comprehensive Plan identifies the property for professional office uses which is intended to accommodate business and professional offices requiring a limited amount of space and moderate intensity of pedestrian and vehicular traffic. Some subordinate uses considered in this classification include business services, educational services, fitness facilities, religious and membership organizations, as well as limited retail uses and restaurants.
- The Village's Bicycle and Pedestrian Plan is applicable and as noted earlier in this memo, a Signed and Marked Roadway (bikeways where bicyclists and cars operate within the same travel lane, either side by side or in single file) is proposed as appropriate in front of the Subject Property on Shermer Road.

Architectural Control Commission (ACC):

On April 11, the ACC reviewed the application for a Level III Design Review Permit for layout and design of the proposed outdoor playground and signage. Staff made a detailed presentation and the Applicant answered additional questions related to the project. The Commissioners asked questions about the location of the outdoor playground within the parking lot; screening of the playground; color and design of the perimeter fence and shade canopy material.

Followed by a discussion by the members of the ACC, the ACC asked that the white solid perimeter fence for the entire playground be replaced with six-foot sandstone solid vinyl fence for a portion of the playground and the rest should be six-foot black metal picket fence. The revised location of these fences are shown in the diagram below. The Applicant stated that the Celebree corporate guide only allowed for white or black fence, but the Applicant would try to seek a waiver from Celebree per ACC recommendation. The Commissioners stated that sandstone would be the preferred color of the solid fence, subject to approval by corporate office, but white would be acceptable as well. Finally, the ACC found the overall proposal, including the outdoor playground and signage acceptable and recommended approval subject to the revised fence plan. The approved minutes from this meeting were not available at the time of drafting of this report.

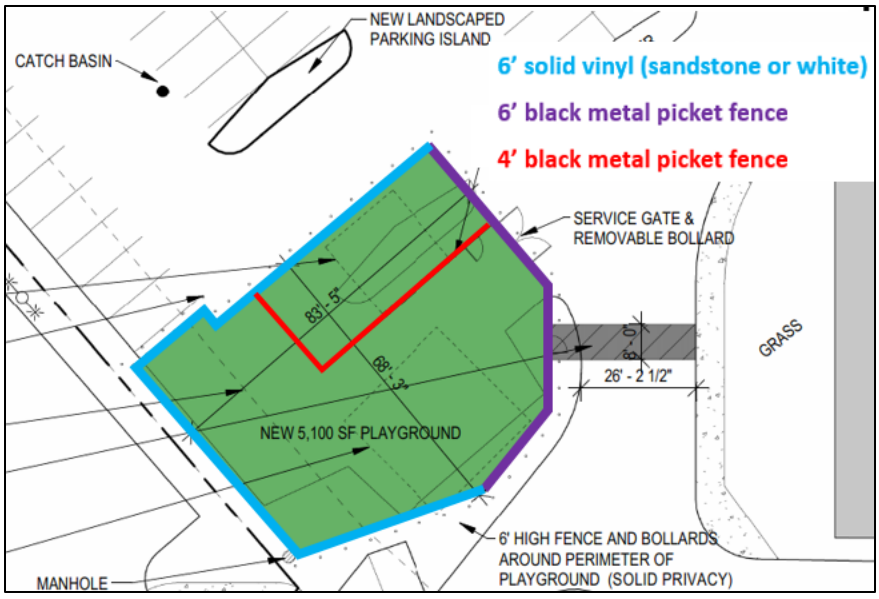


Figure 1: Revised fence plan

PROPOSED PROJECT

- The Applicant has proposed to lease approximately 13,000 square-foot tenant space on the first floor in an existing office building for a child day care services facility. The unit is currently vacant. A day care facility requires a special permit approval in the C-2 Neighborhood Commercial District. The attached narrative from the Applicant provides a detailed description of the proposed use for the Subject Property.
- The facility shall serve children starting at the age of six months to 12 years; divided into ten classrooms with a total of 176 children within the facility. The class sizes would comply with the student/staff ratio as required by the DCFS guidelines.
- There will be modifications made to the interior tenant space to accommodate the use and a building permit will be required. The interior space will consist of classrooms, offices, pantry, storage, reception, and an indoor play area. A proposed floor plan is attached to this report.
- The Applicant has stated that there will be no on-site food preparation. A catering company will deliver food, which will be wheeled into the facility through the front door. There will be a small indoor fruit and vegetable garden within the facility for teaching sustainability related lessons to the children.
- The Applicant has stated that the drop-off/pick-up plan would include parents and/or guardians parking in the parking lot and escorting the children in and out of the facility whereupon they are signed-in or out.
- The proposed hours of operation are 6:30am – 6:30pm Monday through Friday; with peak hours mostly between 7:30am – 9:00am and 4:30pm – 6:30pm. The daycare facility will be closed on Saturday and Sunday.
- The facility will be staffed by a total of 27 employees, with a maximum of 15 employees present in the facility within peak hours.
- The Applicant has identified an existing loading space on the Subject Property and has shown the location of an existing trash enclosure which serves the entire property, including the proposed daycare facility. The Applicant has stated that the deliveries will mostly be made in small vans which will be received through the front entrance of the daycare facility. The loading dock will be used for any larger deliveries, if received.
- The parking requirement for a day care facility is 1 per employee plus 1 per 10 students. Based on the data provided by the Applicant, it appears that a total of 33 spaces would be required for the

proposed use per the Zoning Code. Parking is discussed in greater detail later in the report.

- The Applicant has stated that there will be one to two small buses parked overnight on-site that will be used by the daycare facility to drop-off and pick-up children from the different area schools to bring to the daycare facility. The bus will be staffed with a driver and an assistant who will be responsible to walk the children to and from the bus to the facility. The bus will drop-off the children in the parking lot along the curb, near the front entrance and when not in use, the bus would park in the parking lot (location identified on the site plan).
- The Applicant has proposed an outdoor playground area enclosed with a fence within the parking lot, adjacent to the Northbrook Shopping Plaza parking lot on the west side. There will be a new raised crosswalk from the play area to the building for access and the play area will be supervised by teachers when children are present. The location of this play area is depicted on a site plan which is attached.
- Some of the elements of the playground include (details are depicted on the attached plans):
    - *Playground design*: An approximately 5,000 square-foot playground within the existing parking lot will be constructed and enclosed with a perimeter fence. The playground, within the perimeter fence, will be divided into two areas, both areas will have a set of playground equipment – the larger section will be for older children (above two years old) and a smaller section will be separated by a lower fence for younger children (below two years old). The Applicant has stated that the playground surface will be synthetic turf or rubberized surfacing. The Applicant has provided a corporate playground equipment specification document (attached), which shows the line of playground equipment that will be available to be installed in the proposed playground.
    - *Parking lot reconfiguration*: The playground will replace 20 parking spaces and reconfigure landscape islands, and drive aisles as depicted on the proposed site plan. The Applicant has proposed to relocate or install one tree that will be removed from the proposed play area to a different location on site. The new landscape island within the parking lot will require a new tree to be installed as well. There will be a raised pedestrian crosswalk marked per public works specifications between the concrete walkway adjacent to the building to the outdoor playground. The engineering and landscaping details will be reviewed at the time of site work permit.
    - *Shade canopy*: There will be two shade canopies in the playground, one over each set of play equipment. The canopies would be a maximum of 11’6” height. A detail of the canopy is attached.
    - *Fence*:
        - Six-foot sandstone or white vinyl solid privacy fence for a portion of the perimeter of the playground;
        - Six-foot black metal picket fence for a portion of the perimeter of the playground;
        - Four-foot black aluminum picket fence will be installed around the infant/toddler play area within the perimeter fence.
    - *Safety bollards*: A four-foot bollard for safety purposes, as depicted on the site plan will surround the playground area.
- Signage (which has undergone review by the ACC):
    - The Applicant has submitted sign plans which proposes installation of two illuminated channel letter wall signs and logo, one sign on each elevation facing a street – Shermer Road and Lincoln Avenue. The proposed signs are in compliance with general sign regulations of the Zoning Code.
    - The Applicant is also proposing to replace a sign panel on an existing ground sign on the property with a new panel for the proposed use. There is currently a ground sign present in the front yard along Shermer Road. The existing sign structure, and size of structure will

remain the same. The existing sign cabinet is internally illuminated. There are no ground sign setback requirements in the Village Green Overlay District.

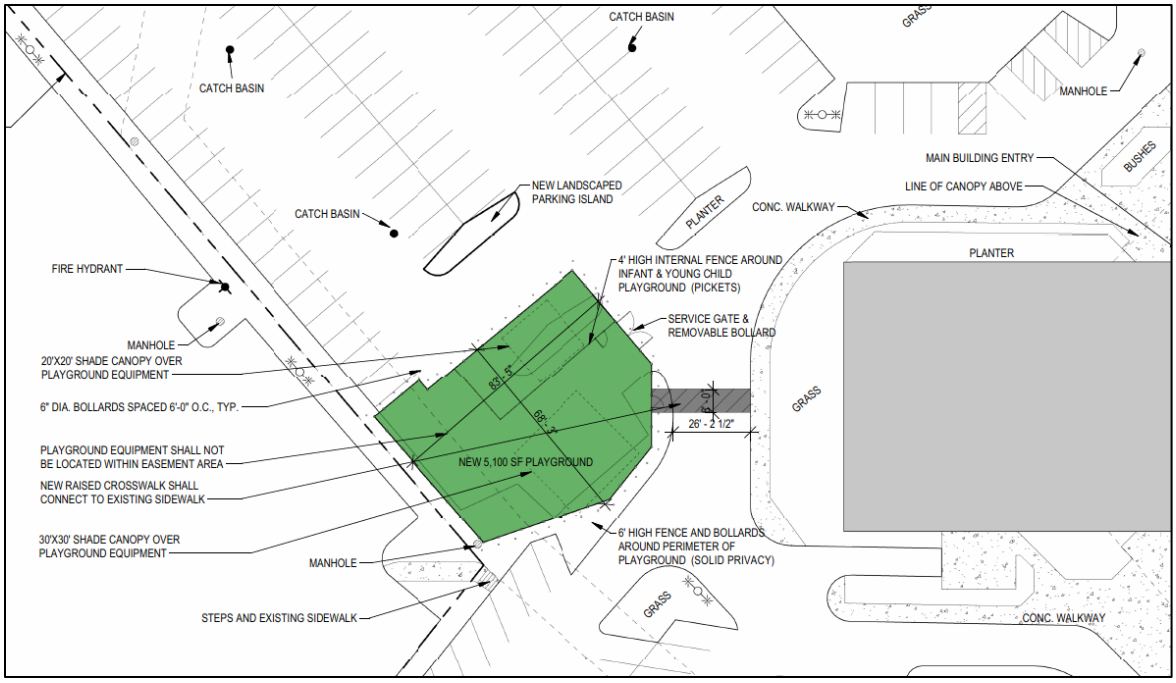


Figure 2: Proposed Site Plan

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal can be found in the attached Sustainability Addendum, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan. The Applicant has provided response to each applicable CAP item, which is attached with the material submitted by the Applicant.

ZONING RELIEF

Special Permit

The Applicant is requesting approval for child daycare facility as a special permit in C-2 District. The details of the use have been discussed above. The Plan Commission and Board of Trustees must consider the general standards for special permit established in Paragraph 11-602 E1 of the Zoning Code when deciding whether to grant the requested special permit. These standards include the following:

1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?
2) Will there be any adverse impact upon adjacent properties?
3) Will the proposed use interfere with the orderly development of adjacent properties?
4) Are there adequate public facilities to serve the development?
5) Will the use cause undue traffic congestion?
6) Will the development cause loss of significant environmental or historical features?
7) Will the use comply with other applicable Village standards?

Several of the above criteria are of particular importance in considering whether or not a special permit should be granted for the proposed use, specifically standards 2 & 5. The Applicant has included a statement of justification with their application addressing the above points.

The Applicant has stated that their use will upgrade a vacant facility, improve aesthetics, and drive foot-traffic to the surrounding businesses in downtown Northbrook. Since this is an existing building there will be no additional impact of drainage in the area. The Applicant has also stated that there will be no traffic congestion since there will be no designated drop-off/pick-up area, instead the parents/guardians will be required to park within the parking lot at all times and accompany children, in and out of the facility.

Parking Variation

There are 265 parking spaces on the Subject Property, as shown on the Plat of Survey submitted by the Applicant. The proposed outdoor playground area would eliminate 20 parking spaces, thereby reducing the available parking count to 245 spaces.

The Property Owner has submitted detailed current tenant data in the building for a parking analysis. The parking requirement for all existing office tenants is 1 per 250 square feet, while the proposed day care parking will be calculated at 1 per employee plus 1 per 10 students. Based on parking calculations for all existing tenant spaces (vacant and occupied) and the proposed daycare, the required parking will be 295 parking spaces. Therefore, there will be a deficit of 50 parking spaces on the Subject Property per the requirements of the Zoning Code. A parking variation of approximately 16.95% will be required for the Subject Property, where a maximum of 25% can be requested per Code. Staff has not received any complaints related to parking on this property.

SUMMARY

In reviewing this request, staff suggests the Plan Commission consider the following policy questions:

1) Is the proposed child daycare use appropriate on the Subject Property?
2) Is it acceptable to grant a special permit for a child day care on the Subject Property in the C-2 District?
    a) If so, should there be any operational limitations?
3) Is the proposed outdoor play area in an appropriate location with acceptable layout and adequate screening?
4) Is it appropriate to grant an approximately 16.95% parking variation?

Upon direction from the Plan Commission, staff has prepared the attached draft resolution for consideration by the Commission. If the Commission should choose to amend and/or take action on this resolution, it would be **Resolution No. 24-PC-05.**

The Applicant and staff will attend the April 16, 2024 Plan Commission meeting to answer any questions.

MEMORANDUM

To: Plan Commission
From Kate Carney, Sustainability Coordinator
Date: April 16, 2024
Subject: PCD-24-03: 1200 Shermer Road – Child Day Care Facility

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during formal review.

BUILDINGS AND ENERGY
The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 5- 1 Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

Applicant states commitment to environmental sustainability and will implement use of LED lighting and low-VOC paints and maximizing natural sunlight.

BE 5- 4 Utilize ENERGY STAR appliances when possible.

Applicant states commitment to environmental sustainability and will install energy-efficient appliances.

WASTE MANAGEMENT
The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 2- 3 Reduce construction and demolition waste by ensuring that strong recycling and reuse requirements are met. Compliance with Cook County's construction and demolition requirements to divert 70% of construction debris through recycling is required for projects involving demolition.

WM 2- 7 Consider offering recycling and compost collection services.

Applicant states intention to provide recycling and composting on site.

WATER AND WASTEWATER
In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

Applicant states intention to utilize WaterSense fixtures and bottle filling stations.

Local Food and Agriculture
The CAP's section on Local Food and Agriculture states that strengthening local food sources can address both climate change relationship with food and also support Northbrook's small business local economy:

Applicant states intention to create a garden for curriculum and growing fruits and vegetables.

CLIMATE ECONOMY
The CAP's section on Climate Economy establishes how the economy is linked to the climate and climate change and outlines methods of resiliency in Northbrook's local economy:

CE 1- 3 Consider participation in Northbrook's Green Business Program. "Green" businesses that are non-polluting, offer or support environmentally sustainable goods or services, and/or actively promote telecommuting, alternative work schedules, and alternative transportation modes are promoted and may achieve Green Business designation.

Applicant states intention to participate in Northbrook's Green Business Program.

MEMORANDUM

To: Architectural Control Commission
From Swati Pandey, Senior Planner
Cc: Michaela Kohlstedt, Deputy Director of DPS
Date: April 11, 2024
Subject: PCD-24-03: 1200 Shermer Road – Child Day Care Facility with Outdoor Playground

INTRODUCTION

On April 11, 2024 the Architectural Control Commission (ACC) will consider an application filed by MMJ Scholars LLC d/b/a Celebree School (the "Applicant") as potential lessee of the property commonly known as 1200 Shermer Road (the "Subject Property"), which is owned by 1200 Shermer LLC (the "Owner"). The Applicant is proposing to occupy the first floor of the multi-tenant office building and operate a child daycare facility with an outdoor playground on the Subject Property.

The building is located in the C-2 Neighborhood Commercial District and within the Village Green Overlay (VGO) District. Since the building is located within the VGO District, the proposed outdoor playground and signage requires a **Level III Design Review Permit**. As a Level III Design Review Permit is required, review by the Architectural Control Commission and approval by the Board of Trustees is necessary before permits may be issued for the proposed site plan with outdoor playground and signage.

BACKGROUND INFORMATION

- The Subject Property is located at the north side of Shermer Road; between Cherry Lane and Angle Avenue; accessible from Shermer Road and Lincoln Avenue;
- The Subject Property has one four-story office building, located in the C-2 Neighborhood Commercial district. The building is centrally located on the property with the parking lots located on the north and west side of the building. Bank of America was the former tenant in the proposed first floor unit. In 2018, the property was subdivided to carve a separate lot for the current Bank of America building, adjacent to the Subject Property.

Preliminary Review

On November 28, 2023, the Board of Trustees conducted a preliminary review of the request for a child daycare facility in downtown Northbrook. The majority of the Board found the request to be generally appropriate but had concerns related to the screening of the playground area, besides a few other concerns which are more specific to the zoning relief. An excerpt of the Board of Trustees minutes is attached for reference, and the meeting can be viewed on the Village website as well to hear the actual commentary from the Trustees.

The proposal and the general layout of the plan presented at preliminary review have not changed with the formal application, however, the scope of minor work on the Subject Property and the level of detail has expanded which is discussed later in the report.

The following is a table of the comments made by members of the Board of Trustees:

Trustee	Title	Status	Comments
Kathryn Ciesla	Village President	Present	Ratio of children/teacher to be reviewed. Privacy screening for play area is necessary; safety precautions around play area through curbs, etc.

Bob Israel	Trustee	Present	Parking variation concerns; limitation to the building; concur with Trustee Collison
Muriel Collison	Trustee	Present	Use is fine; Concerns about parking; Loading space to be provided; plan with food service; Outdoor play area in green area and preferably not on concrete. Is this permanent structure play area or movable play structures.
Heather Ross	Trustee	Present	Use is fine. Concur with Trustee Collison; concerns regarding play area and parking
Johannah Hebl	Trustee	Present	Concerns are parking; safety; green area for play is ideal. Use is good.
Dan Pepoon	Trustee	Present	Use is fine. Concur with Trustee Collison
Joy Ebhomielen	Trustee	Present	Use is fine. Same concerns

PROPOSED PROJECT

- The Applicant has proposed to lease approximately 13,000 square-foot tenant space on the first floor in an existing multi-tenant four-story office building for a child daycare (6 months to 12 years of age) services facility. The unit is currently vacant. The attached narrative from the Applicant provides a detailed description of the proposed use for the Subject Property.
- Attached also are the proposed architectural plans, renderings, and material specification documents; which include the color and building material details. The Applicant will need to expand upon the specific colors and materials during the public meeting.

Outdoor Playground:

- The Applicant has proposed an outdoor playground area (5,000 square feet approximately) enclosed with a fence within the parking lot, adjacent to the Northbrook Shopping Plaza parking lot on the west side of the Subject Property. There will be a new crosswalk from the building to the play area for access and teachers will supervise the play area when children are present. The location of this play area is depicted on a site plan, which is attached.
- Some of the elements of the playground include (details are depicted on the attached plans):
    - *Playground design*: An approximately 5,000 square-foot playground within the existing parking lot will be constructed and enclosed with a perimeter fence. The playground, within the perimeter fence, will be divided into two areas, both areas will have a set of playground equipment – the larger section will be for older children (above two years old) and a smaller section will be separated by a lower fence for younger children (below two years old).
    - *Parking lot reconfiguration*: The playground will replace 20 parking spaces and reconfigure landscape islands, and drive aisles as depicted on the proposed site plan. The Applicant has proposed to relocate or install one tree that will be removed from the proposed play area to a different location on site. There is no other landscaping proposed for the plan.
    - *Playground Surface*: The Applicant has stated that the playground surface will be synthetic turf or rubberized surfacing. Although the site plan shows the playground area in green but the color of the surface material has not been determined yet.
    - *Playground equipment*: The Applicant has provided a representational playground equipment specification document (attached), which shows the line of playground equipment that will be available to be installed in the proposed playground. This is a corporate guide and represents the type of equipment expected to be installed.
    - *Crosswalk*: There will be a raised pedestrian crosswalk marked per public works specifications between the concrete walkway adjacent to the building to the outdoor playground.

- *Shade canopy*: There will be two shade canopies in the playground, one over each set of play equipment. The canopies would be a maximum of 11'6" height. A detail of the canopy is attached, however, the color of the canopy has not been determined by the Applicant.
- *Fence*:
  - Six-foot white vinyl solid privacy fence around the perimeter of the playground;
  - Four-foot high aluminum picket fence will be installed around the infant/toddler play area within the perimeter fence. The color for the picket fence has not been determined yet.
- *Safety bollards*: A four-foot bollard for safety purposes, as depicted on the site plan will surround the playground area.

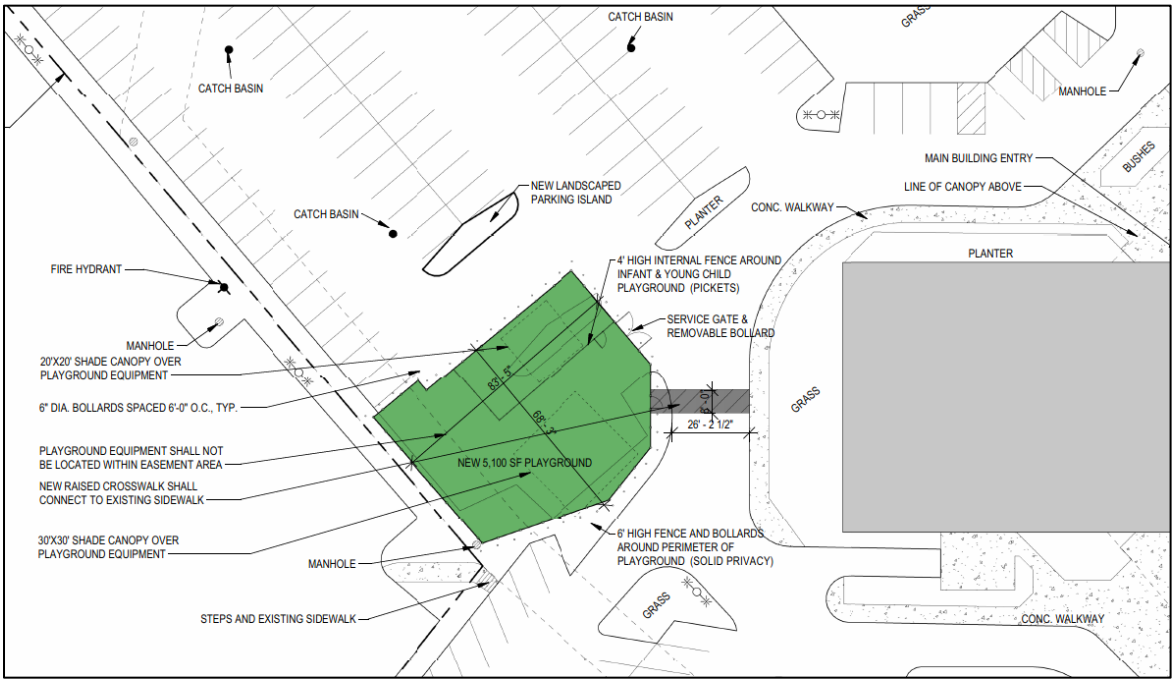


Figure 1: Proposed Site Plan

Signage:

- The Applicant has submitted a sign packet for wall and ground sign for review and approval by the ACC. The Applicant proposes installation of two wall signs, one sign on each elevation facing a street. The proposed signs are in compliance with general sign regulations of the Zoning Code.
- *Wall Signs*:
  - *Wall sign facing Lincoln Avenue* – The wall sign facing Lincoln Avenue will be mounted near the main entrance door of the proposed daycare facility. The sign will be wall mounted internally illuminated individual channel letters in blue and green corporate design and color, stating 'Celebree School' with logo. The sign face shall be acrylic, with aluminum returns and white baked enamel letter back. The proposed wall sign area is 70.52 square feet.
  - *Wall sign facing Shermer Road* - The wall sign facing Shermer Road will be mounted on a building facade of the proposed daycare facility. The sign will be wall mounted internally illuminated logo in green corporate design and color. The sign face shall be acrylic, with aluminum returns and white baked enamel letter back. The proposed wall sign area is19.56 square feet.



Figure 2: Proposed Wall Signs

- *Ground Sign*:
    - The Applicant is proposing to replace a sign panel on an existing ground sign on the property with a new panel for the proposed use. There is currently a ground sign present in the front yard along Shermer Road. The existing sign structure, and size of structure will remain the same. The existing sign cabinet is internally illuminated. The sign design includes the business name, "Celebree School" and the logo in green, and blue. There are no ground sign setback requirements in the Village Green Overlay District.



Figure 3: New Sign Panel on existing ground sign structure

DESIGN REVIEW STANDARDS & GUIDELINES

The ACC must determine if the proposed design is consistent with the intent of the design guidelines for the Village Green Overlay District. Section 11-605.E. of the Zoning Code establishes the Standards by which all Design Review Permits in the VGO District should be reviewed. Given the limited scope of the project, only those standards that are most applicable to this application have been noted below, such as Section 11-605.E.3. Overall Site Design and Landscaping and Section 11-605.E.6. Design Criteria for Signs.

11-605 E. Standards and Considerations for Design Review Permit. In passing upon applications for Design Review Permits, the Plan Commission, the Architectural Control Commission, and the Board of Trustees, as the case may be, shall consider and evaluate the propriety of issuing the Design Review

Permit, all in as expeditious a manner as possible. In addition, the Plan Commission, the Architectural Control Commission, and the Board of Trustees, as the case may be, shall be guided by the following standards and considerations:

3. **Overall Site Design and Landscaping**. The overall site design shall be reviewed in terms of the quality of the following elements:

   a) Landscaping and screening: Parking lots, unsightly equipment and service areas shall be screened from public view by means of landscaping, fencing, and/or other means of screening.

      The outdoor playground will be screened with a six-foot perimeter fence.

   b) Lighting: Exterior lighting shall be architecturally integrated with building style, material and color, and shall not be directed off site.

      No new exterior lights are proposed. There is an existing parking lot light pole which may need to be moved , however, it will be determined at the time of permitting.

   c) Parking: Automobile access, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible shall also be reviewed.

      Automobile access or circulation does not significantly change with the proposed plan. The raised pedestrian crosswalk will help slow the traffic within the site for safety purposes. There is one tree that will be impacted due to the new plan, which will be relocated in another pervious location of the site.

6. **Design criteria for signs**.

   a) Visual compatibility. The proposed sign shall be visually compatible with the building on which the sign is proposed to be located, as well as with surrounding buildings and structures in terms of height, size, proportion, scale, materials, texture, colors, and shapes.

      There are currently no wall signs on the facade of the building. There will be no immediate adjacent signs competing visually. There is the Bank of America signs to the east and several shopping center signs to the west of the Subject property, however they are several feet away. The residential townhomes across the street on Shermer does not have any signage on the facade.

   b) Quality of design and construction. The proposed sign shall be constructed and maintained with a design and materials of high quality and good relationship with the design and character of the neighborhood.

      The proposed signs will be made of acrylic. The proposed signs will not conceal any architectural features.

   c) Appropriateness to activity. The proposed sign shall be appropriate to, and necessary for, the activity to which it pertains.

      The proposed sign is for the new child daycare facility for identification purposes.

   d) Appropriateness to site. The proposed sign shall be appropriate to its location in terms of design, landscaping, and orientation on the site, and will not create a hazard to pedestrian or vehicular traffic, detract from the value or enjoyment of neighboring properties, or unduly increase the number of signs in the area.

      The new ground sign panel would be reusing the existing ground sign structure and does not increase the number of signs in the area.

SUSTAINABILITY

The Village has adopted the Climate Action Plan (CAP), it is important to reference action items found in the CAP as they relate to development proposals. Sustainability Coordinator has reviewed the application and the memo is attached.

SUMMARY

In reviewing this request, staff suggests the Commission consider the following policy questions:

1. Is the overall design of the project appropriate, such as the layout of the outdoor playground?
2. Are designs, material and color for accessory structures including fences acceptable?
3. Is there adequate screening of the outdoor playground?
4. Is the proposed refacing of the sign acceptable of the existing ground sign?
5. Is the location of the proposed wall signs acceptable?
6. Is the color, material, and design of the signs acceptable?

The Applicant and staff will attend the April 11, 2024 Architectural Control Commission meeting to answer any questions.

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, the matter must first be reviewed as a preliminary application by the Village Board of Trustees. If the Board has not yet reviewed your preliminary application, please contact the Department of Development & Planning Services to learn what is required. The following materials are the minimum required for the processing of a formal application by the Village of Northbrook's Plan Commission and Board of Trustees. A public hearing or public meeting for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. If you have questions regarding the completion of this application please contact the Development & Planning Services Department at 847-664-4050.

Applications for zoning relief from the Zoning Board of Appeals must use a different application form.

The initial submittal MUST contain:

- ❑ **5 collated copies of complete sets** of all application materials, including the application form, required attachments, and folded full size plat/plan sheets
- ❑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions).**

Applicant Information

Legal Name MMJ Scholars LLC d/b/a Celebree School

Company Celebree School

Address 727 Grove Street

City, State, Zip Glencoe, Iliinois 60022

Phone No. 718.450.7002

Email maggie.pisarczyk@celebreeschool.com

Primary Contact Person

Name Magdalena (Maggie) Pisarczyk

Company Celebree School

Address 727 Grove Street

City, State, Zip Glencoe, Illinois 60022

Phone No. 718.450.7002

Email maggie.pisarczyk@celebreeschool.com

Consultants *(as applicable)*

Attorney

Name Bibek Das, Esq.

Company Das Law, Ltd.

Address 1016 W. Jackson Blvd. #509

City, State, Zip Chicago, Illinois 60607

Phone No. 773.859.1270

Email bdas@daslawltd.com

Architect/Planner

Name Weston Blaney

Company Jam-Arch

Address

City, State, Zip

Phone No. 973.291.3730 x106 M: 512.571.0713

Email

Civil Engineer

Name NA

Company

Address

City, State, Zip

Phone No.

Email

Other

Name NA

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: 1200 Shermer Road, Northbrook, Illinois 60062

Property Index Numbers: 04-10-111-025-0000

Size of Property: 13,892 sq. ft. (square feet/acres)

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

Comprehensive Plan Land Use Designation[1]: Professional office use

Current Zoning: C2

Current Use of the Property: Unoccupied

Is any portion of the property within the 100-year floodplain?[1] Yes: _____ No: _____

Requested Action(s) *(check all that are applicable)*

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☒ Special Permit for Child Day Care Services
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit Ord. No. _____
- ☒ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☒ Zoning Variation (in conjunction with other relief) for Parking
- ☐ Planned Development - Concept Plan
- ☐ Planned Development - Final Plan
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☐ Other _____

☒ **Plat of Survey & Parcel Legal Description(s)**

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☒ **Conformity with Comprehensive Plan**

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☒ **Surrounding Property Owners Addresses**

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page10 of this document for instructions on how to obtain the addresses.

[1] As found on the Village website www.northbrook.il.us/Government/Departments/Planning/GIS/index.php

Site Ownership and Control

Current Property Owner Information

Legal Name: 1200 Shermer LLC

Primary Contact: Scott Inbinder

Address 1350 E. Touhy Avenue, Suite 360E

City, State, Zip Des Plaines, Illinois 60018

Phone No. 708.851.0808

Email scott@bonniemgmt.com

Proposed Property Owner Information

Legal Name: _____

Primary Contact: _____

Address _____

City, State, Zip _____

Phone No. _____

Email _____

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- [x] Deed
- [ ] Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- [ ] Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

- [ ] **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**
- [ ] **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- [ ] Owner (see the previous box)
- [ ] Real Estate Contract
- [x] Lease
- [ ] Other _____

- [ ] **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. *(Check all that are applicable)*

- [ ] Comprehensive Plan Amendment Worksheet
- [ ] Annexation Worksheet
- [ ] Rezoning Worksheet
- [x] Special Permit Worksheet
- [ ] Site Plan Approval Worksheet
- [ ] Zoning Code Text Amendment Worksheet
- [x] Zoning Variation Worksheet
- [ ] Planned Development Worksheet- Concept Plan
- [ ] Planned Development Worksheet- Final Plan
- [ ] Subdivision Worksheet – Tentative Plat
- [ ] Subdivision Worksheet - Final Plat
- [ ] Subdivision Worksheet - Variations/Waiver
- [ ] Zoning Exception Worksheet
- [ ] Condominium Conversion Worksheet
- [ ] Plat of Consolidation Worksheet

☐ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$ 850.00 Amount of Non-Refundable Fee

$ 1,500.00 Amount of Escrow

$ 2,350.00 Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. $400.00 per hour), public notice expenses, public meetings ($50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code *(potential conflicts of interest)*
On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** ____
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
____ yes __X__ no (check one)
If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.

2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.

3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant: _____ **Date** 01/10/2024
Print Name & Title: Magdalena Pisarczyk
Signatures of Property Owner(s): _____ **Date** 1/22/24
Print Name & Title: Scott Inbinder **Property Address:** 1200 Shermer Rd. Northbrook IL 60062
****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

ATTACHMENT A: Current Property Owner – Beneficial Interest

Please check which of the following describes the current property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **current property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
x Partnership or LLC	If **current property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If **current property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **current property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Marc 1200 Shermer LLC

Address: 55 E. Jackson , Ste 500, Chicao IL 60604

Ownership or Trust Interest: 50 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: BMC 1200 Sermer LLC

Address: 1350 E. Touhy Avenue, Suite 360E
Des Plaines, IL 60018

Ownership or Trust Interest: 37.5 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: Weiner Investment LLC

Address: 55 E. Jackson, Ste 500, Chicago IL 60604

Ownership or Trust Interest: 12.5 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT B - Proposed Property Owner – Beneficial Interest

Please check which of the following describes the proposed property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If the **proposed property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
❑ Partnership or LLC	If **proposed property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If **proposed property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **proposed property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: _____
_____
Address: _____
_____
Ownership or Trust Interest: _____%

Name: _____
_____
Address: _____
_____
Ownership or Trust Interest: _____%

Name: _____
_____
Address: _____
_____
Ownership or Trust Interest: _____%

Name: _____
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Address: _____
_____
Ownership or Trust Interest: _____%

Name: _____
_____
Address: _____
_____
Ownership or Trust Interest: _____%

Name: _____
_____
Address: _____
_____
Ownership or Trust Interest: _____%

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
x Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: MMJ Scholars LLC d/b/a Celebree School

Address: 727 Grove Street, Glenco, Illinois 60022

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ❑ **5 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ❑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

  Please see attached our narrative with tenant information sheet.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: 8351 - Child Day Care Services

- **Visual Representation of Special Permit Request**
  - ❑ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ❑ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Please see the attached for a full response

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

Please see the attached for a full response

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Please see the attached for a full response

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Please see the attached for a full response

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Please see the attached for a full response

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

Please see the attached for a full response

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Please see the attached for a full response

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works and Engineering
- Village Attorney

a) <u>Code and Plan Purposes</u>. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The proposed preschool facility use will follow all code/zoning and licensing requirements put in place by the Village of Northbrook and the State of Illinois. The use will be in harmony with the official Comprehensive Plan as well as the Climate Action Plan. The use of the premises will comply with all Waste Management and Recycling regulations, and adhere to all Buildings and energy-sustainable standards, including the use of LED lighting and use of sustainable materials. The facility will also ensure no waste in water consumption and actively participate in Northbrook's Green Business Program by encouraging eco-friendly practices by staff and students.

b) <u>No Undue Adverse Impact</u>. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

There will not be any undue adverse effect upon adjacent property. The proposed facility will in fact develop and upgrade a facility that has been vacant for more than 5 years. Both the preschool and outdoor play area will serve to improve the aesthetics of the property and drive foot traffic to the surrounding businesses in Downtown Northbrook. There will be no drainage issues resulting from the proposed use of the facility. There will also not be any adverse impact on the character of the area or public health and safety. Safety measures will be enhanced due to the strict regulations and guidelines of a childcare facility.

c) <u>No Interference with Surrounding Development</u>. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The proposed use will not interfere with surrounding development or households. The majority of the activity will take place indoors within the school and the outdoor playground will be sufficiently shielded from all traffic flow and will be safely monitored at all times. All students will always be accompanied by teachers and staff at all times. There will not be any impact to regular traffic flow as there is no designated drop-off/pick-up lanes in front of the facility (students are required to be walked in/out of the school). There will be enhanced safety protocols in place around the playground as well, including a speed table and safety signs.

d) <u>Adequate Public Facilities</u>. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police, and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The proposed use will be within an existing structure/building, which is adequately served by the essential public services and facilities mentioned. The facility is within close proximity to Downtown Northbrook and thus well served by public utilities, drainage structures, police and fire protection, refuse disposal, and parks and libraries. There is an

existing loading dock in the building which will be sufficient to serve the needs of the preschool. All deliveries for food and supplies are expected to be conducted via Amazon-type vans and thus not require any special parking or loading zones.

e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets

There will be no designated pick-up and drop-off areas and parents will be required to park and walk their children into and out of the school so kids will be accompanied by adults at all times. This will ensure no interference with traffic patterns and no congestion during peak hours. The facility will be open from 6:30am-6:30pm and the peak hours anticipated will be between 7am-8:30am and 5pm-6pm.

f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

The proposed use of the facility will not require any type of destruction, loss, or damage to any natural, scenic, or historic features around the property. There is no known historical significance on the proposed area of the property, thus ensuring no destruction of the same. Furthermore, the development and enhancement of the facility will only serve to modernize and improve the aesthetics of the property using high-quality and sustainable materials, which should serve a long-term purpose.

g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The proposed use of the facility will comply with additional standards and conditions as agreed upon.

ZONING VARIATION WORKSHEET

In addition to submitting the *Plan Commission Application* form **for a zoning variation in conjunction with a special permit, subdivision, or rezoning application**, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ❑ **5 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ❑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

❑ **Describe Variation Being Requested:** Please see the attached for a full response

❑ **Statement of Justification**

Every application filed pursuant to Section 11-503 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 11-503 F of this Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed variation is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

(a) General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.

Please see the attached for a full response

(b) Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Please see the attached for a full response

(c) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.

Please see the attached for a full response

OVER →

(d) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Please see the attached for a full response

(e) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Please see the attached for a full response

(f) Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

Please see the attached for a full response

(g) Essential Character of the Area. The variation would not result in a use or development on the subject property that:

1. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;
2. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
3. Would substantially increase congestion in the public streets due to traffic or parking;
4. Would unduly increase the danger of flood or fire;
5. Would unduly tax public utilities and facilities in the area; or
6. Would endanger the public health or safety.

Please see the attached for a full response

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works/Engineering
- Village Attorney

1) Describe Variation Being Requested:

We are requesting a parking variation as a result of a change of the facility from general use to Child Day Care Services (SIC Number 8351). There will be an outdoor playground installed which will require utilizing 12 parking spaces. This will result in a reduction of total parking spaces from 265 to 253 and continue to maintain 7 Handicapped spaces (please see attached Statement of Parking Variation from Landlord). The building totals 79,848 square feet and therefore the current parking ratio of 3.3:1,000 square feet will only be reduced to 3.2:1,000 square feet, allowing the building to maintain ample parking for current and future occupants.

2) Statement of Justification: Every application filed pursuant to Section 11-503 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 11-503 F of this Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed variation is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

a) General Standard: No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.

The variation being requested will allow the preschool to construct and maintain an outdoor play area that is conducive to the learning and development of all children. The space proposed to be used for this playground is on the side lot of the property which will not interfere with other tenant parking or alter any handicap spaces. Without the variation, it would be extremely difficult and cost-prohibitive to construct an outdoor play area adjacent to the school. Given that the existing structure is a commercial space, this would require a variation to bring it up to suitable standards for use by preschool-age children.

b) <u>Unique Physical Condition</u>. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot

The proposed area for the outdoor playground will be approximately 5,000 square feet, which is large enough to accommodate a safe and healthy facility for all children. Utilizing some of the parking spaces will allow for ease of construction of the playground using the materials detailed in the attachment. The proposed area will also ensure that the parking ratio for the building is not adversely impacted as a result of the variation. Upon evaluation of various possibilities around the property, it was determined that this space would cause minimal impact to drainage and landscape architecture and also ensure additional safety measures could be implemented compared to being near a main street.

c) <u>Not Self-Created</u>. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the

enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.

The proposed use of the parking spaces to construct an outdoor playground is not the result of any action or inaction of the owner or previous owners. The variation sought is not due to any natural forces or governmental action, other than the adoption of the Zoning Code and we confirm no compensation has been paid.

d) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

The variation requested to build the outdoor playground (utilizing 12 parking spaces) will not by any means deprive the current owner of the property of any substantial rights typically enjoyed by owners of other lots that are subject to similar provisions. The construction of the playground and enhancement of the property structure to open the preschool will improve the building and property aesthetics and upgrade the facilities.

e) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

The proposed outdoor playground to be constructed will not constitute any type of special privilege or right nor deter the owner or other occupants of other lots with similar provisions. No economic hardship present can be construed as a prerequisite to the request for the parking variation. The parking variation and thus construction of an outdoor playground will allow the preschool to offer a facility that is on par with other preschools of similar caliber.

f) Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

The parking variation being requested will not result in the use or development of the property that would not be in harmony with the general and specific purposes of the Zoning Code. We intend to follow and adhere to all Zoning Code regulations as well as licensing requirements by the Village of Northbrook and the State of Illinois.

g) Essential Character of the Area. The variation would not result in a use or development on the subject property that:

1. **Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;**
2. **Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;**

3. **Would substantially increase congestion in the public streets due to traffic or parking;**
4. **Would unduly increase the danger of flood or fire;**
5. **Would unduly tax public utilities and facilities in the area; or**
6. **Would endanger the public health or safety.**

The parking variation being requested will not result in the use or development of the property that would either be: a) materially detrimental to the public welfare or injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity, b) materially impact an adequate supply of light and air to the properties and improvements in the vicinity, c) substantially increase congestion in the public streets due to traffic or parking, d) unduly increase the danger of flood or fire, e) unduly tax public utilities and facilities in the area, f) endanger the public health and safety

1200 Shermer LLC

1350 E. Touhy Ave., Suite 360E
Des Plaines, IL 60018

October 27, 2023

RE: Celebree School

To Whom It May Concern:

This letter shall serve as notice that 1200 Shermer LLC, owner of the building located at 1200 Shermer Ave, Northbrook, IL authorizes Celebree School to discuss our property at a public hearing.

Very Truly Yours,

1200 Shermer LLC
Scott Inbinder, Manager

Licensed to Property Insight by Cook County Recorder of Deeds

Recording Requested by and
After Recording Return to:
First American Title Insurance Company
Attn: Heather Vree
30 N LaSalle Street, Suite 2700
Chicago, IL 60602

1631216028D
Doc# 1631216028 Fee $50.00
RHSP FEE:$9.00 RPRF FEE: $1.00
KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/07/2016 12:16 PM PG: 1 OF 7

SPACE ABOVE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

7

NCS-783902
1 of 2

CRDREVIEW

SPECIAL WARRANTY DEED

This Special Warranty Deed, made as of the 1st day of November, 2016, between U.S. REIF 1200 Shermer Road Illinois, LLC, a Delaware limited liability company, party of the first part, and, a 1200 Shermer LLC, an Illinois limited liability company, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt and sufficiency whereof is hereby acknowledged, by these presents does GRANT AND CONVEY unto the party of the second part and its successors and assigns, FOREVER, all the real estate legally described on **Exhibit A** attached hereto and made a part hereof, situated in the County of Cook and State of Illinois, subject to the matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns, forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree to and with the party of the second part, and its successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL FOREVER WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Property of Cook County Clerk's Office
Licensed to the Public Document Compliance Recorder of Deeds

IN WITNESS WHEREOF, said party of the first part has caused this Special Warranty Deed to be executed in its name to be signed to these presents by its authorized representative, the day and year first above written.

U.S. REIF 1200 SHERMER ROAD ILLINOIS, LLC
a Delaware limited liability company

By: **U.S. REAL ESTATE INVESTMENT FUND REIT, INC.**
a Delaware corporation, its Manager

By:
Name: Peter Palandjian
Title: President & Treasurer

This Instrument Prepared by:

Christian Poyant, Esq.
Bradley & Associates, P.C.
1270 Soldiers Field Road
Boston, MA 02135

Return after Recording to:

Jeffrey Friedman, Esq.
Federman Steifman LLP
414 North Orleans Street, Suite 210
Chicago, Illinois 60654

Mail Future Tax Bills to:

1200 Shermer LLC
c/o Urban Associates LLC
899 Skokie Blvd, Suite 514
Northbrook IL 60062

STATE OF ILLINOIS
STATE TAX
NOV.-7.16
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
0980.00
FP 103037
0000027094

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
NOV.-7.16
REVENUE STAMP

REAL ESTATE TRANSFER TAX
0490.00
FP 103042
0000027000

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COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On this 26TH day of October, 2016, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of U.S. Real Estate Investment Fund REIT, Inc., a Massachusetts corporation, Manager of U.S. REIF 1200 Shermer Road Illinois, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My commission expires: 1/11/19



Licensed Property Insight by Cook County Recorder of Deeds

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN NORTHBROOK TRUST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1200 Shermer, Northbrook, Illinois
P.I.N. 04-10-111-023

Licensed to Property Insight by Cook County Recorder of Deeds

EXHIBIT B

1. Terms, conditions and provisions of Ordinance No. 01-52 entitled An Ordinance regulating the use and Development of the Property at 1200 Shermer Road recorded as Document 0020130985.

2. Terms and Conditions contained in Trustees' Deed as disclosed by instrument recorded in Document No. 16913571.

3. Gas Pipe Line Right in favor of Northern Illinois Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Document No. 15936851.

4. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Document No. 17110542.

5. Terms and Conditions contained in Agreement Concerning Land for a Permanent Easement as disclosed by instrument recorded in Document No. 27182592.

6. Terms and Conditions contained in Settlement Agreement as disclosed by instrument recorded in Document No. 0020238509.

7. Terms and Conditions contained in Shermer South Leg Easement Agreement as disclosed by instrument recorded in Document No. 0020238510.

8. Information and disclosures contained in Environmental Disclosure Document for Transfer of Real Property recorded May 7, 1992 as document 92314444.

   Note: The foregoing is provided for informational purposes only, as the document appears of record and includes a description of the land or a part thereof.

9. Information and disclosures contained in Environmental Disclosure Document for Transfer of Real Property recorded December 1, 1995 as document 95833497.

   Note: The foregoing is provided for informational purposes only, as the document appears of record and includes a description of the land or a part thereof.

Licensed to Cook County Clerk's Office of Deeds

10. Survey prepared by National Survey Service, Inc., dated June 9, 2000, last revised August 10, 2016, under Job No. N-129914, shows the following:

    a) Stone wall into Storm Sewer Easement area recorded in Document No. 27182592;

    b) Signage within Shermer South Leg Easement recorded in Document No. 0020238510;

    c) Concrete Stair with Metal Railing into 10 Foot Gas Main area as recorded in Document No. 16913571 and Document No. 15936851 and Concrete Retaining Wall into 10 Foot Commonwealth Edison Co./Illinois Bell Telephone Co. easement area as recorded in Document No. 17110542;

    d) 8 Foot Wooden Retaining Wall meandering along the Northwest Lot line and outside of North Lot line;

    e) Catch Basins and Manholes throughout property.

Licensed to Property Insight by Cook County Recorder of Deeds

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LETTER OF INTENT

September 7, 2023

Alan Raphaeli
Senior Managing Director
Marc Realty
55 E. Jackson Blvd. Suite 500
Chicago, IL 60604

Re: CELEBREE SCHOOL
1200 Shermer Road
Northbrook, IL 60062

Dear Alan,

This letter will summarize some of the terms and conditions pursuant to which Tenant, MMJ Scholars, LLC, DBA Celebree School would enter into a lease for the Premises located at 1200 Shermer Road in Northbrook.

Tenant:	MMJ Scholars, LLC DBA: Celebree School
Landlord:	1200 Shermer LLC
Premises:	Landlord certifies that the Premises shall include approximately ten thousand (10,000) usable square feet, 12,500 rentable square feet with approximately Six Thousand (~6,000) square feet of outdoor play area adjacent to the space Landlord will deliver possession of the Premises (i) in as is condition, (ii) free and clear of all legal violations, hazardous substances, prior leases, tenants and/or occupants and iii) with all base building mechanical, electrical, and plumbing to be in good working order.
Landlord's Work:	None.
Test Fit Allowance:	Landlord to pay for up to .12 per square foot for a test fit on space. Landlord will pay Tenant's architect directly, after lease execution and removal of contingencies.
Landlord Delivery Date:	Upon full lease execution.
Lease Commencement Date:	The Lease Commencement Date shall be upon the earlier of i) ~~320~~ 270 days following full lease execution (Landlord Delivery Date) or ii) occupancy.

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TERMS, OPTIONS and CONDITIONS

Original Term:	Beginning on the Lease Commencement Date, Ten (10) years, Six (6) months with gross rent for the first six (6) months of Tenant's occupancy abated.
Renewal Options:	Tenant shall have three (3) renewal options of five (5) years each.
Minimum Rent:	$23.00 psf modified gross per square foot of interior space with 2% increases every year throughout the primary term and to continue into the option terms. The lease shall be a modified gross lease. Outdoor play area is rent free and will not be considered in the rent calculation. Rent increases shall not be applied to the Tenant Allowance schedule. Modified Gross Lease - base year taxes and expenses included in gross lease calendar year of 2024. Tenant shall be responsible for any increases in taxes and expenses over a 2024 base year. Tenant shall pay their separately metered electricity and janitorial fees. 2024 Estimates CAM including insurance: $6.00 psf Taxes: $5.20 psf Total: $11.20 psf
Rent Commencement Date:	Rent shall commence One Hundred Eighty (180) days after the Lease Commencement Date.
SNDA:	Landlord will execute an SNDA with Tenant, subject to attorney review
Security Deposit:	Subject to financial statements.
Lease Document:	Landlord will use their draft form of lease for execution between Landlord and Tenant.
Tenant Conditions:	Tenant will require satisfaction of the following conditions prior to the Term Commencement Date: (a) Tenant's receipt of all permits, licenses and approvals for the installation of Tenant's standard improvements and pylon and storefront signs and permitting the operation of a Celebree School on the premises. Any special exceptions or variances required for the use are the responsibility of the ~~Landlord~~Tenant.

Tenant Timeline (following lease execution):
Design - ~~up to 10 weeks~~45 days
Permitting – ~~up to 10 weeks~~60 days
Build out/construction: ~~150~~ 135 days
Licensing: 30 days
TOTAL: ~~320~~ 270 days to occupancy (reflected in Lease Commencement Date).
Lease document to provide for up to 50 days extension

Signage:	Tenant will be allowed to use Tenant's or Tenant's affiliates federally registered, trademarked logo sign on the exterior of the Premises in the maximum size permitted by applicable law including pylon, front

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of store and along the sides of the premises. Landlord shall not unreasonably withhold its consent to either of Tenant's exterior signs that conform to Landlord's sign criteria (which criteria Landlord shall provide to Tenant in writing prior to, or at, the time the lease is executed), and Tenant will be permitted to install exterior Brand colors, branded awnings, with Landlord's approval, not to be unreasonably withheld. Tenant and Landlord shall mutually agree to a Signage exhibit, to be attached to the Lease, which delineates Tenant's rights to Building and any other site signage (i.e., pylon/monument). Exhibit C.

All signage subject to Landlord approval and shall not be unreasonable withheld.

Parking:	Landlord will provide 25 – 30 exclusive parking stalls (including required handicapped parking) to comply with applicable governmental requirements and to reasonably meet Tenant's needs for teacher parking and child drop off / pick up. Exact number to be determined. Landlord to designate.
Use:	Tenant may use the Premises for the operation of an all-day early childhood education facility along with before and after school care five (5) days a week (Monday through Friday) from 6:30 am to 6:30 pm, with unlimited access 24/7.
Exclusive Use:	Landlord agrees to hold, in accordance with the following restrictions, for the benefit of the Tenant and the Premises and to include the restrictive use of other tenants. **Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, either directly or indirectly, any "Competing Business", which is defined as a (1) any business that provides childcare services, educational services or programs, enrichment programs for children, or before and after-school programs for school-aged children; or (2) whose method of operation or trade dress is similar to that employed in the System**. Existing leases are excluded.
Prohibited Uses:	Exhibit B.
Assignment and Subletting:	Any assignment or sublease shall be subject to the consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. To be further defined in a lease.
Outdoor Play Area:	Tenant shall have the right to outfit an outdoor play area in an area, already approved by Landlord, of approximately Six Thousand (~6,000) square feet adjacent to the space designated by Landlord and approved by Tenant. Outdoor play areas are not to be considered in the rent calculations. Landlord to designate.
Broker:	The parties hereto represent that they have dealt with no broker(s) regarding this proposed transaction except Cushman & Wakefield, the exclusive real estate broker for Tenant. Landlord shall be responsible for payment of all commission(s) due to such broker(s) as part of a separate agreement between Landlord and Broker.

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Environmental:	Landlord represents and warrants that the Premises are free and clear of hazardous substances and Landlord agrees that it will defend and indemnify Tenant against any claim(s) relating to hazardous substances existing at the Premises prior to the date of the lease and hazardous substances placed on the Premises by Landlord, its employees, contractors, or agents after the date of the lease.

This Letter of Intent is intended as an outline of the principal provisions of the lease and is **subject to approval of the state Child Care Licensing department.** Whether or not countersigned, this is not, nor is it intended to be, a legally enforceable and/or binding agreement by either party. A binding agreement is subject to, among other things, satisfaction of the above-listed Tenant's Conditions and the negotiation and execution by both parties of a fully integrated lease agreement.

Please indicate your approval of the above terms and conditions by signing in the space provided below and returning a copy of the signed letter to the undersigned within five (5) business days of this letter's

Sincerely,

Brian Sheehan
Director of Real Estate
Celebree School

Authorized Representative for the Tenant

TENANT:
MMJ Scholars, LLC
dba Celebree School

By: DocuSigned by: Magdalena Pisarczyk 7E29C786155B4C2...
Name: Magdalena Pisarczyk
Title: Member

LANDLORD:
1200 Shermer LLC

As revised

By:
Name: Steven Luxenberg
Title: General Counsel

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EXHIBIT A
Site Plan

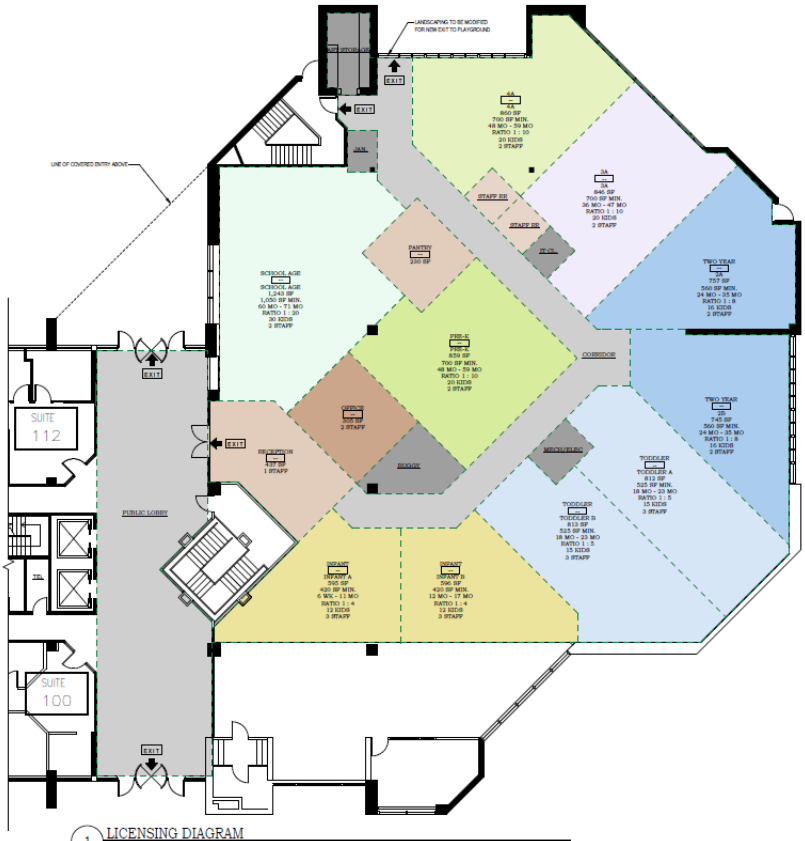
PROPOSED PROJECT AREA: 10700 SF

CHILDCARE LICENSING

ROOM	ACTUAL AREA	REQUIRED AREA	CUBBIES	FOOD PREP	TEACHER/ FURNITURE	TOILET/ CHANGE	AGE	TYPE	TEACHER : CHILD RATIO	# OF CHILDREN	# OF STAFF
INFANT	555 SF	555 SF	0 SF	12 SF	144 SF	12 SF	6 WKS to 11 MO	INFANT A	1 : 4	12	3
INFANT	596 SF	596 SF	0 SF	12 SF	144 SF	12 SF	12 MOs to 17 MO	INFANT B	1 : 4	12	3
TODDLER	813 SF	617 SF	12 SF	12 SF	0 SF	48 SF	18 MOs to 23 MO	TODDLER B	1 : 5	15	3
TODDLER	812 SF	617 SF	12 SF	12 SF	0 SF	48 SF	18 MOs to 23 MO	TODDLER A	1 : 5	15	3
TWO YEAR	757 SF	650 SF	12 SF	12 SF	6 SF	48 SF	24 MOs to 35 MO	2A	1 : 8	16	2
TWO YEAR	745 SF	650 SF	12 SF	12 SF	6 SF	48 SF	24 MOs to 35 MO	2B	1 : 8	16	2
3A	940 SF	853 SF	15 SF	12 SF	6 SF	120 SF	36 MOs to 47 MO	3A	1 : 10	20	2
4A	860 SF	853 SF	15 SF	12 SF	6 SF	120 SF	48 MOs to 59 MO	4A	1 : 10	20	2
PRE-K	850 SF	853 SF	15 SF	12 SF	6 SF	120 SF	48 MOs to 59 MO	PRE-K	1 : 10	20	2
SCHOOL AGE	1,243 SF	1,243 SF	20 SF	12 SF	6 SF	120 SF	60 MOs to 71 MO	SCHOOL AGE	1 : 20	30	2
OFFICE	309 SF									0	2
RECEPTION	427 SF									0	1
TOTALS	8,980 SF									176	27



2 SITE DIAGRAM



1 LICENSING DIAGRAM

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EXHIBIT B
Prohibited Use

Landlord covenants that it will not allow any use within the Center that (a) causes or creates a nuisance, (b) is obnoxious, or (c) generally detracts from the general first-class retail nature of the Center including. but not limited to, the following based on state specific licensing requirements:

a. Funeral establishment
b. Shooting gallery
c. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
d. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms Unemployment agency
e. Nude or partially nude bars, after-hours club or nightclubs
f. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business
g. Auction house, flea market, second-hand store or pawn shop
~~h. Massage parlors (but the foregoing shall not be deemed to prohibit spas or beauty salons that offer massages, facials, and other similar and customary spa-type services).~~
~~i.~~h. Drug Dispensaries
~~j.~~i. Methadone Treatment Centers
~~k.~~j. Vape Stores
~~l.~~k. A massage parlor or tattoo parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy or similar);
p. Nude or partially nude bars and nightclubs
q. The sale of drug paraphernalia
r. Adult bookstores or video stores
s. Any business or use which emits offensive odors, fumes, dust or vapor or constitutes a public or private nuisance, or emits loud noises or sounds which are objectionable to the Shopping Center customers, users or occupants, or which creates a fire, explosive or other hazard
u. A manufacturing facility, warehouse or other industrial use
v. A church or other place of public worship (provided this restriction shall not prohibit office use by same
w. A dry cleaner, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property; or a use or operation that is generally considered to be an environmental risk to any portion of the Shopping Center.
x. The storage, sale, display, repair·, rental or servicing of cars, boats or other motorized vehicles or equipment

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EXHIBIT C
Sign



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EXHIBIT D

LANDLORD'S WORK

Celebree Schools: Early Childhood Education Facility

Landlord shall deliver Premises in its current "as-is" condition. Base building mechanical, electrical, and plumbing shall be delivered in good working order.

1. GENERAL SITE CONDITIONS:

   All school sites require exterior parking, playground area and enclosed building area with primary and secondary means of entrance and egress. The site area shall include a parking lot with approved parking spaces for the usage intended. The building shall be fully functional, weathertight, with all components operational and usable. Water and sewer lines must be brought into the space with sizing adequate to meet the requirements for tenant's use. All Ingress and egress to the building and playground area must be ADA compliant. In the case of a Built-to Suit, Landlord to provide as-built drawings for the site and building record of approved site development plan and building code information, permits, warranties and all drawing documents in AutoCAD format. In the case of an Existing Space Landlord to provide AutoCAD drawings for Tenant use.

2. PLAYGROUND AREA:

   An open area of 6,000 SF for playground provided by Landlord, and agreeable by tenant. Landlord to ensure space is free and clear of trees, debris and fixed structures, with all necessary grading and drainage and allow for fixed playground equipment, final surfacing materials and perimeter fencing with exterior access. Landlord to provide all applicable vehicle protection structures (guardrails / bollards.) Exact bollard count / linear feet of guardrail to be determined based on final playground location.

3. DEMOLITION:

   Landlord shall complete all demolition required within the demised space to ensure conditions as described below, shall be performed by Landlord.

4. DEMISING WALLS:

   Landlord shall provide demising walls shall be constructed of materials to provide a fire rated separation in accordance with use group classifications, insulated for sound to achieve a minimum STC of 50, stud and drywall, taped, spackled and ready to receive paint.

5. STOREFRONT/DOORS & WINDOWS:

   Landlord shall provide Aluminum and 1" insulated glass, thermally broken storefront system per tenant's plans, inclusive of double door entrance and special identifying door hardware. Storefront shall have windows on both sides of entrance doors and shall provide ADA compliant entrance access.

   3a. Aluminum and glass insulated windows: Landlord to provide exterior and interior windows according to Celebree floor plan.

   3b. Egress doors: Landlord to provide secondary, ADA code compliant, means of egress required per applicable code.

6. FLOORS:

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Landlord shall provide a concrete slab on grade that is smooth, level, unsealed and ready to accept VCT.

7. PERIMETER WALLS:
Landlord shall provide perimeter walls to be constructed of metal studs, insulated, gypsum drywall, taped, spackled, sanded and ready to paint. Construct walls to comply with fire and smoke barrier requirements.

8. ELECTRIC:
Landlord shall provide electrical service characteristics of 600 Amp service at 120/208 volts three phase, 4 wire, or 400 Amp service at 480 volts, including meter socket, feeder conduit and standard 42 circuit panel. Electric service to be separately metered for the Demised Premises.

9. HEATING, VENTILATING AND AIR CONDITIONING:
Landlord shall provide HVAC units at 1 ton per 250 SF (1 ton per 300 SF if IN-LINE space), with main trunk from any overhead or rooftop units. Units shall be connected to electrical and or gas source.

10. PLUMBING:
Landlord shall provide 1.5" domestic water service (prefer 2") stubbed into the space with a cut-off valve.

11. GAS:
If available, Landlord shall provide a natural gas line stubbed into space with cut-off valve.

12. SEWER:
Landlord shall provide a four inch (4") sanitary sewer line running through center of space with a minimum of 4 cleanouts.

13. METERS (TAP & CONNECTION FEES):
Landlord shall provide individual meters for electric, gas and water. Tenant shall arrange directly with the utility company for commencement of services. Landlord is responsible for all state and county tap and connection fees associated with utilities.

14. SPRINKLER SYSTEM:
Landlord shall provide and install a complete sprinkler system (Interior and exterior) with distribution piping and head locations (turned up) based upon space layout and in accordance with local, state and national fire codes. Landlord will be responsible for all flow switches, tamper valves and other control and addressable monitoring systems.
14a. Tenant will be responsible for final location and turndown of heads.

15. DATA AND PHONE:
Landlord will provide 1" Conduit, with pull string, for phone/ISP service from exterior of building to interior site demarcation.

16. SIGNAGE:
Tenant will be responsible for exterior building facade signage including permits, electrical runs, fabrication and installation.

16a. Landlord will provide all electrical service drops for all exterior pylon, monument and pole signage, and tenant will provide physical signage.

SITE_ADDR	SITE_CITY	SITE_ZIP	APN	OWNER_NAME_1
1026 ANGLE AVE	NORTHBROOK	60062	04-10-108-017	HACKL E
1026 ANGLE AVE	NORTHBROOK	60062	04-10-108-018	HACKL E
1026 WAUKEGAN RD	NORTHBROOK	60062	04-10-109-012	SHAH D
1030 WAUKEGAN RD	NORTHBROOK	60062	04-10-109-022	WALGREENS STORE 125845
1033 ANGLE AVE	NORTHBROOK	60062	04-10-109-002	GROSS, CRISTI A
1034 ANGLE AVE	NORTHBROOK	60062	04-10-108-019	TENEICK, MATTHEW
1035 ANGLE AVE	NORTHBROOK	60062	04-10-109-003	NOUMBERG, MARSHALL
1039 ANGLE AVE	NORTHBROOK	60062	04-10-109-004	LI, JOHN
1040 ANGLE AVE	NORTHBROOK	60062	04-10-108-020	OWENS, WILLIAM B
1040 ANGLE AVE	NORTHBROOK	60062	04-10-108-021	OWENS, WILLIAM B
1046 ANGLE AVE	NORTHBROOK	60062	04-10-108-022	BECKER, TIM
1049 KEYSTONE AVE	NORTHBROOK	60062	04-10-108-030	NOT AVAILABLE FROM THE COUNTY
1049 KEYSTONE AVE	NORTHBROOK	60062	04-10-108-029	ONIXT, MICAH R
1101 KEYSTONE AVE	NORTHBROOK	60062	04-10-111-021	NOT AVAILABLE FROM THE COUNTY
1103 SHERMER RD	NORTHBROOK	60062	04-10-301-069	CHEN, LIQI
1105 SHERMER RD	NORTHBROOK	60062	04-10-301-068	MCNAMARA, JANE C
1107 SHERMER RD	NORTHBROOK	60062	04-10-301-067	MEYMAN, VLADISLAV
1109 SHERMER RD	NORTHBROOK	60062	04-10-301-066	MARTYNIV, ANDRIY
1111 SHERMER RD	NORTHBROOK	60062	04-10-301-065	EUSEBIO, IDYL
1113 SHERMER RD	NORTHBROOK	60062	04-10-301-064	MAYSTER, MELVIN J
1115 SHERMER RD	NORTHBROOK	60062	04-10-301-077	BOZUKOVA, RENATA D
1117 SHERMER RD	NORTHBROOK	60062	04-10-301-059	NEAL, CRAIG THOMAS
1119 SHERMER RD	NORTHBROOK	60062	04-10-301-060	KORDONSKY, SVETLANA
1121 SHERMER RD	NORTHBROOK	60062	04-10-301-061	KUBIK, MALGORZATA
1123 SHERMER RD	NORTHBROOK	60062	04-10-301-062	CARR, CAROLYNN E
1125 SHERMER RD	NORTHBROOK	60062	04-10-301-063	DEVEREUX, PAM
1127 SHERMER RD	NORTHBROOK	60062	04-10-301-057	EVTIMOV, STAMO
1129 SHERMER RD	NORTHBROOK	60062	04-10-301-056	KLEYMAN, WILLIAM
1131 CHURCH ST	NORTHBROOK	60062	04-10-111-022	NORTHBROOK, PL SHOPPING
1131 CHURCH ST	NORTHBROOK	60062	04-10-111-017	NORTHBROOK, PL SHOPPING
1131 CHURCH ST	NORTHBROOK	60062	04-10-111-019	NORTHBROOK, PL SHOPPING
1131 SHERMER RD	NORTHBROOK	60062	04-10-301-055	LAZAR, ALFRED
1143 CHURCH ST	NORTHBROOK	60062	04-10-300-029	NORTHBROOK, PL SHOPPING
1143 CHURCH ST	NORTHBROOK	60062	04-10-300-031	NORTHBROOK, PL SHOPPING
1143 SHERMER RD	NORTHBROOK	60062	04-10-301-054	NOBLE, MARGARET
1150 CHURCH ST	NORTHBROOK	60062	04-10-300-035	LAMBERT TREE EST
1157 SHERMER RD	NORTHBROOK	60062	04-10-301-074	ARUTCHEV, SERGEY
1159 SHERMER RD	NORTHBROOK	60062	04-10-301-051	EVTIMOV, STAMO
1163 SHERMER RD	NORTHBROOK	60062	04-10-301-017	DINI, JULIE
1200 SHERMER RD	NORTHBROOK	60062	04-10-111-025	1200 SHERMER LLC
1200 SHERMER RD	NORTHBROOK	60062	04-10-111-024	HEADLAND NORTHBROOKLLC
1235 SHERMER RD	NORTHBROOK	60062	04-10-301-078	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-069	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-025	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-024	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-023	BRMK GATEWAY NORTHBROOK LLC

1239 SHERMER RD	NORTHBROOK	60062	04-10-320-026	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-012	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-011	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-010	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-009	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-008	HENRY, MICHAEL B
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-003	DORAZI, SUSAN
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-006	BUCH, CATHY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-005	EVATZ, DAVID
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-004	KIM, JIN HAN
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-002	LUCAS, JOSH J
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-047	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-048	KIM, DONG WHI
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-021	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-020	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-019	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-014	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-013	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-018	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-017	BRMK GATEWAY NORTHBROOK LLC
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1239 SHERMER RD	NORTHBROOK	60062	04-10-320-015	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-036	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-027	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-022	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-028	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-035	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-034	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-030	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-029	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-043	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-044	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-038	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-037	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-040	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-039	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-045	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-046	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-049	LUCAS, LANCE
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-041	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-033	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-032	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-031	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-042	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-068	LONG, STEPHANIE L
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-065	WEINSTEIN, RONALD L
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-067	NORTHBROOK, GATEWAY

1239 SHERMER RD	NORTHBROOK	60062	04-10-320-063	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-064	OU, YUANZHONG
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-058	BRMK GATEWAY NORTHBROOK LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-057	LAI, DANNY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-056	STRATUS PROPERTIES LLC
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-055	YANG, TIANFANG
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-062	AHADY, TEREK JOHN
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-061	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-060	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-054	RHUM, SAUL E
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-053	YANG, ZIQIAN
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-059	NORTHBROOK, GATEWAY
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-050	BRASCHAYKO, JASON
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-051	GREENSPON, JAMES
1239 SHERMER RD	NORTHBROOK	60062	04-10-320-052	LIN, TONG
1240 CHURCH ST	NORTHBROOK	60062	04-10-302-037	HILLER, TIMOTHY W
1243 CHURCH ST	NORTHBROOK	60062	04-10-301-039	MCCARTHY, SHAWN
1247 CHURCH ST	NORTHBROOK	60062	04-10-301-072	CRAMPTON, SUSAN
1249 SHERMER RD	NORTHBROOK	60062	04-10-320-007	CHICAGO TITLE LAND TRUST
1253 CHURCH ST	NORTHBROOK	60062	04-10-301-073	WU, CHRISTOPHER
1269 SHERMER RD	NORTHBROOK	60062	04-10-320-001	KOZMINSKI B
1279 SHERMER RD	NORTHBROOK	60062	04-10-320-066	PAK, MICHAEL
1290 SHERMER RD	NORTHBROOK	60062	04-10-300-032	KATZ, JOSEPH E
1291 SHERMER RD	NORTHBROOK	60062	04-10-301-002	LPR WESTMONT LLC
1297 SHERMER RD	NORTHBROOK	60062	04-10-301-038	TOWN
1300 SHERMER RD	NORTHBROOK	60062	04-10-300-045	NOT AVAILABLE FROM THE COUNTY
1301 SHERMER RD	NORTHBROOK	60062	04-10-302-030	NOT AVAILABLE FROM THE COUNTY
1303 SHERMER RD	NORTHBROOK	60062	04-10-302-031	NOT AVAILABLE FROM THE COUNTY
1410 SHERMER RD	NORTHBROOK	60062	04-10-301-053	NOT AVAILABLE FROM THE COUNTY
1445 ANGLE AVE	NORTHBROOK	60062	04-10-109-001	LUC, TERRENCE O
1708 CHAPEL CT	NORTHBROOK	60062	04-10-301-030	OPFERKUCH, STEFAN T
1720 CHAPEL CT	NORTHBROOK	60062	04-10-301-029	RISINGER, JEANNINE H
1722 CHAPEL CT	NORTHBROOK	60062	04-10-301-028	KIM, SANG
1726 CHAPEL CT	NORTHBROOK	60062	04-10-301-027	WATTERS, DANIEL LEE
1728 CHAPEL CT	NORTHBROOK	60062	04-10-301-026	KRULL, GWENDOLN
1736 CHAPEL CT	NORTHBROOK	60062	04-10-301-025	ROLLING DEVELOPMENT LLC
1740 CHAPEL CT	NORTHBROOK	60062	04-10-301-045	BLOCK, ADAM
1742 CHAPEL CT	NORTHBROOK	60062	04-10-301-044	KOLDANOV, DIMITRE T
1746 CHAPEL CT	NORTHBROOK	60062	04-10-301-043	KOLDANOV, DIMITRE
1752 CHAPEL CT	NORTHBROOK	60062	04-10-301-042	KLIMCZYK, ROSALIA M
1807 SHERMER RD	NORTHBROOK	60062	04-10-300-042	HEITMAN INVESTMENT CO
1810 LINCOLN AVE	NORTHBROOK	60062	04-10-108-042	SAINI, NISHEETH
1814 LINCOLN AVE	NORTHBROOK	60062	04-10-108-041	FENNER, STEWART E
1815 KIEST AVE	NORTHBROOK	60062	04-10-108-039	OM, MICHAEL
1818 LINCOLN AVE	NORTHBROOK	60062	04-10-108-051	SEEBERG, R JAMES
1819 KIEST AVE	NORTHBROOK	60062	04-10-108-040	DE VINNEY, ANTHONY
1824 LINCOLN AVE	NORTHBROOK	60062	04-10-108-050	HUPERT, ANNE

1825 KIEST AVE	NORTHBROOK	60062	04-10-108-049	MULLINS, FREDERICK G
1830 LINCOLN AVE	NORTHBROOK	60062	04-10-108-038	MALTER, MARK
1831 KIEST AVE	NORTHBROOK	60062	04-10-108-035	BARRY, JOHN W
1834 LINCOLN AVE	NORTHBROOK	60062	04-10-108-037	JORDAN & JORDA
1835 KIEST AVE	NORTHBROOK	60062	04-10-108-036	ROMERO, LUIS
1838 LINCOLN AVE	NORTHBROOK	60062	04-10-108-055	BURTIS, CAROL L
1839 KIEST AVE	NORTHBROOK	60062	04-10-108-010	STIDMAN, BRANDON C
1843 KIEST AVE	NORTHBROOK	60062	04-10-108-009	COLEMAN, RAYMOND E
1844 LINCOLN AVE	NORTHBROOK	60062	04-10-108-054	KARAKAPLAN, MUSTAFA U
1847 KIEST AVE	NORTHBROOK	60062	04-10-108-007	BARTLET, CHRISTI COOPER
1850 LINCOLN AVE	NORTHBROOK	60062	04-10-108-053	SIN, CHEUK
1852 LINCOLN AVE	NORTHBROOK	60062	04-10-108-052	WINDLER, ROBERT
1853 KIEST AVE	NORTHBROOK	60062	04-10-108-024	HENRIKSON, KATHLEEN C
1856 LINCOLN AVE	NORTHBROOK	60062	04-10-108-044	GRECO, JOSEPH A
1857 KIEST AVE	NORTHBROOK	60062	04-10-108-005	FRESE, JANET L
1863 KIEST AVE	NORTHBROOK	60062	04-10-108-043	LEVIN, MICHAEL R
1867 KIEST AVE	NORTHBROOK	60062	04-10-108-045	WENZEL, DONALD C
1868 LINCOLN AVE	NORTHBROOK	60062	04-10-108-046	BUTZ, JAMES B
1872 LINCOLN AVE	NORTHBROOK	60062	04-10-108-048	ZIMNIOK, KARL ERIC
1873 KIEST AVE	NORTHBROOK	60062	04-10-108-034	GRAFT, ED
1873 KIEST AVE	NORTHBROOK	60062	04-10-108-047	GRAFT, ED
1877 KIEST AVE	NORTHBROOK	60062	04-10-108-033	SEIDENBERG, JUSTIN S
1901 CHERRY LN	NORTHBROOK	60062	04-10-300-041	HEITMAN INVESTMENT CO

VAL_ASSD	DATE_TRANSFER	VAL_TRANSFER	BUILDING_SQFT	ACREAGE	LAND_SQFT	UNITS_NUMBER
9761	4/23/2015 0:00	450000		0.17	7500	
40152	4/23/2015 0:00	450000	2703	0.17	7500	
94870				0.15	6500	
387000				1.401	61028	
34258	6/29/1987 0:00	152000	1524	0.15	6450	
34074	8/29/2023 0:00	490000	1320	0.21	9000	
35884			1745	0.15	6750	
34580	9/6/2018 0:00	380000	1689	0.16	7150	
16002	3/30/2006 0:00		1692	0.14	6000	
17577	3/30/2006 0:00		1692	0.17	7500	
32730	5/10/1993 0:00	140000	1635	0.14	6195	
				0.0767	3341	
75560	6/7/2012 0:00	155000	3113	0.23	10147	
				0.1118	4870	
19828			840	0.12	5047	
16561	3/30/2001 0:00		840	0.06	2514	
16430	3/30/2021 0:00		840	0.06	2514	
17567	3/1/2022 0:00	290000	840	0.09	4115	
17941	7/21/2022 0:00	310000	858	0.09	4115	
17858	11/18/2015 0:00	266000	858	0.09	3951	
17404	9/1/2006 0:00	340000	857	0.09	3826	
18369	4/4/2023 0:00	280000	858	0.1	4520	
17567	8/5/1998 0:00	140000	845	0.1	4251	
16430	5/6/1999 0:00	159000	845	0.06	2585	
16561	8/25/2005 0:00	308000	845	0.06	2586	
19697	5/28/2009 0:00	261500	802	0.12	5276	
17420	11/24/2006 0:00	273000	845	0.09	3855	
17916	1/8/2008 0:00	225000	845	0.06	2492	
2359051				3.86	168142	
349127				0.49	21150	
828733				0.99	42984	
16430	6/7/2000 0:00	184000	845	0.06	2491	
45001				0.18	8003	
18966				0.12	5010	
19127	11/3/2000 0:00	175000	845	0.09	3874	
32				0.01	647	
16340	11/15/1999 0:00	185000	842	0.05	2256	
16969	10/13/2016 0:00	240000	846	0.08	3559	
58309	12/11/1989 0:00		2339	0.45	19602	
1682308	11/7/2016 0:00	9800000		5.8178	253423	
496936				1.0775	46936	
2773	10/24/2017 0:00	635000		0.052	2265	
138277	2/10/2023 0:00			2.8834	125601	
1625	2/10/2023 0:00			0.0305	1329	
1628	2/10/2023 0:00			0.0305	1329	
1630	2/10/2023 0:00			0.0306	1333	

1842	2/10/2023 0:00		0.0345	1503
2111	2/10/2023 0:00		0.0396	1725
2114	2/10/2023 0:00		0.0396	1725
2116	2/10/2023 0:00		0.0397	1729
2149	2/10/2023 0:00		0.0403	1755
8987	4/27/2022 0:00	545500	0.0359	1564
7901	2/3/2022 0:00	613000	0.0317	1381
7912	3/29/2022 0:00	648000	0.0319	1390
7913	2/18/2022 0:00	638000	0.0319	1390
7915	2/24/2022 0:00	695000	0.032	1394
7857	5/2/2022 0:00	706500	0.0308	1342
12035			0.0331	1442
12006	12/14/2021 0:00	777000	0.0326	1420
1886	2/10/2023 0:00		0.0354	1542
1686	2/10/2023 0:00		0.0316	1376
1688	2/10/2023 0:00		0.0316	1376
1933	2/10/2023 0:00		0.0362	1577
2141	2/10/2023 0:00		0.0401	1747
1689	2/10/2023 0:00		0.0317	1381
1691	2/10/2023 0:00		0.0317	1381
1692	2/10/2023 0:00		0.0317	1381
1694	2/10/2023 0:00		0.0318	1385
1777	2/10/2023 0:00		0.0333	1451
2952	2/10/2023 0:00		0.0553	2409
1859	2/10/2023 0:00		0.0349	1520
2866	2/10/2023 0:00		0.0537	2339
1749	2/10/2023 0:00		0.0328	1429
1967	2/10/2023 0:00		0.0369	1607
2952	2/10/2023 0:00		0.0553	2409
2973	2/10/2023 0:00		0.0557	2426
1685	2/10/2023 0:00		0.0316	1376
1657	2/10/2023 0:00		0.0311	1355
1744	2/10/2023 0:00		0.0327	1424
1772	2/10/2023 0:00		0.0332	1446
2004	2/10/2023 0:00		0.0376	1638
1920	2/10/2023 0:00		0.036	1568
1657	2/10/2023 0:00		0.0311	1355
1685	2/10/2023 0:00		0.0316	1376
12450	1/10/2024 0:00	689000	0.0367	1599
1962	2/10/2023 0:00		0.0368	1603
1967	2/10/2023 0:00		0.0369	1607
1967	2/10/2023 0:00		0.0369	1607
1996	2/10/2023 0:00		0.0374	1629
1990	2/10/2023 0:00		0.0373	1625
72483	11/15/2021 0:00	920000	0.0278	1211
62765	7/1/2020 0:00	642000	0.0237	1032
62793			0.0242	1054

36253	7/22/2021 0:00	741000		0.0567	2470	
49260	5/10/2021 0:00	599000		0.0264	1150	
1767	2/10/2023 0:00			0.0331	1442	
1738	2/5/2024 0:00	690000		0.0326	1420	
1956	11/8/2023 0:00	659000		0.0367	1599	
1956	9/26/2023 0:00	671000		0.0367	1599	
46882	7/19/2023 0:00	880000		0.0561	2444	
69492	1/4/2021 0:00	860000		0.0561	2444	
69492				0.0561	2444	
1956	1/10/2024 0:00	689000		0.0367	1599	
1984	10/5/2023 0:00	670000		0.0372	1620	
30157				0.0567	2470	
12451	12/6/2021 0:00	800000		0.0367	1599	
12451	10/31/2022 0:00	849000		0.0367	1599	
12478	11/29/2023 0:00	680000		0.0372	1620	
36179	4/15/2016 0:00	515000	1951	0.19	8415	
73850	9/17/2014 0:00	612000	3073	0.19	8308	
36785	8/17/2006 0:00	530000	1786	0.23	9870	
7911	9/19/2022 0:00	710000		0.0319	1390	
46165	5/17/2016 0:00	599000	2312	0.23	9870	
8941	4/12/2022 0:00	802000		0.0332	1446	
62778	12/31/2019 0:00	701500		0.024	1045	
201000	11/2/1995 0:00			0.27	11751	
39236	10/4/2022 0:00	461500	2262	0.19	8268	
39468	10/10/2000 0:00	352000	2647	0.28	12383	3
				1.8345	79911	
				0.1648	7179	
	9/15/1993 0:00			0.15	6736	
17396	7/2/2007 0:00	276000	846	0.08	3605	
36264	8/12/2003 0:00	525000	1960	0.15	6370	
58612	6/24/2021 0:00	860000	2581	0.37	16038	
58413	8/5/2019 0:00		2560	0.39	16830	
122421	8/27/2021 0:00	1910000	4416	0.41	17622	
59645	6/6/2019 0:00	795500	2675	0.42	18348	
52302	9/3/1993 0:00		2259	0.44	19008	
38245	7/12/2023 0:00	500000	1260	0.46	20168	
119225	8/21/2023 0:00	2100000	5398	0.41	17853	
39211	12/26/2017 0:00	407000	1393	0.42	18141	
99884	2/3/2014 0:00	355000	3875	0.42	18429	
40433			1630	0.43	18602	
15710				0.1	4182	
57641	4/25/2018 0:00	675000	2786	0.27	11550	
48958	8/5/1987 0:00	238500	2211	0.24	10430	
11729	9/25/2019 0:00	430000	1978	0.26	11171	
35608	12/3/1997 0:00	370000	1828	0.21	9254	
48874	11/17/2021 0:00	785000	2524	0.17	7589	
56773			2582	0.21	9262	

62740	3/19/2003 0:00	700000	2941	0.21	9262
67701	1/19/1999 0:00		3070	0.19	8326
84935	6/24/2014 0:00	1330000	3585	0.23	10113
70148	6/27/2013 0:00	765000	3228	0.19	8326
31473	11/9/1982 0:00	80500	1552	0.23	10113
65146	2/11/2002 0:00		3410	0.21	9254
21864	4/15/2009 0:00	227000	988	0.17	7280
32698			2462	0.17	7280
55752	8/18/2017 0:00	605000	2238	0.21	9254
36287			2077	0.16	7000
63156	2/13/1991 0:00		3022	0.21	9254
64836	2/1/1993 0:00	362000	3320	0.21	9254
35526	8/15/2001 0:00	280000	1982	0.18	7728
68835	6/20/2012 0:00	736500	3140	0.17	7602
22752	7/30/1998 0:00		1140	0.18	7728
34823	12/2/1991 0:00		1889	0.21	9188
76375	5/18/1999 0:00	212000	3513	0.23	10179
71268	3/27/2018 0:00	713000	2311	0.19	8250
52872	6/7/2018 0:00	627500	2173	0.14	6250
441	10/18/2018 0:00	517000		0.01	420
44980	10/18/2018 0:00	517000	2586	0.18	7700
84903	3/17/2016 0:00	1149000	3592	0.23	10107
1616000				6.73	293159

YR_BLT	USE_CODE_STD_CTGR_DESC
1927	RESIDENTIAL
1926	RESIDENTIAL
1935	COMMERCIAL
	COMMERCIAL
1950	RESIDENTIAL
1926	RESIDENTIAL
1930	RESIDENTIAL
1928	RESIDENTIAL
1923	RESIDENTIAL
1923	RESIDENTIAL
1921	RESIDENTIAL
	MISCELLANEOUS
2013	RESIDENTIAL
	MISCELLANEOUS
1963	RESIDENTIAL
1963	RESIDENTIAL
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2000	COMMERCIAL
2000	COMMERCIAL
1961	RESIDENTIAL
1955	COMMERCIAL
1966	COMMERCIAL
1961	RESIDENTIAL
	VACANT LAND
1961	RESIDENTIAL
1961	RESIDENTIAL
1924	RESIDENTIAL
	COMMERCIAL
	COMMERCIAL
	VACANT LAND
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1914	RESIDENTIAL
2013	RESIDENTIAL
1922	RESIDENTIAL
	RESIDENTIAL
1891	RESIDENTIAL
	RESIDENTIAL
	RESIDENTIAL
1947	COMMERCIAL
1918	RESIDENTIAL
1894	RESIDENTIAL
	MISCELLANEOUS
1957	MISCELLANEOUS
1957	MISCELLANEOUS
1961	RESIDENTIAL
2001	RESIDENTIAL
1937	RESIDENTIAL
1930	RESIDENTIAL
2016	RESIDENTIAL
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1957	RESIDENTIAL
2016	RESIDENTIAL
1955	RESIDENTIAL
1977	COMMERCIAL
1984	RESIDENTIAL
1984	RESIDENTIAL
1914	RESIDENTIAL
1987	RESIDENTIAL
1953	RESIDENTIAL
1987	RESIDENTIAL

2001 RESIDENTIAL
1996 RESIDENTIAL
2013 RESIDENTIAL
1996 RESIDENTIAL
1957 RESIDENTIAL
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1946 RESIDENTIAL
2013 RESIDENTIAL
1930 RESIDENTIAL
1927 RESIDENTIAL
2000 RESIDENTIAL
2010 RESIDENTIAL
2013 RESIDENTIAL
VACANT LAND
1925 RESIDENTIAL
2013 RESIDENTIAL
1958 COMMERCIAL

USE_CODE_STD_DESC	LANDUSE_CATEGORY	USE_CODE_STD_CTGR_DESC_LPS
MISCELLANEOUS RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
STORES, RETAIL OUTLET	COMMERCIAL	COMMERCIAL (RETAIL)
STORES, RETAIL OUTLET	COMMERCIAL	COMMERCIAL (RETAIL)
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
MISCELLANEOUS, MISCELLANEOUS	PUBLIC	EXEMPT, GOVERNMENT AND HISTORICAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
MISCELLANEOUS, MISCELLANEOUS	PUBLIC	EXEMPT, GOVERNMENT AND HISTORICAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
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CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
FOOD STORE, MARKET	COMMERCIAL	COMMERCIAL (RETAIL)
FOOD STORE, MARKET	COMMERCIAL	COMMERCIAL (RETAIL)
FOOD STORE, MARKET	COMMERCIAL	COMMERCIAL (RETAIL)
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
SHOPPING CENTER	COMMERCIAL	COMMERCIAL (RETAIL)
MISCELLANEOUS COMMERCIAL	COMMERCIAL	COMMERCIAL (RETAIL)
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
MISCELLANEOUS VACANT LAND	VACANT LAND	VACANT LAND
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
OFFICE BUILDING	COMMERCIAL	COMMERCIAL (OFFICE)
FINANCIAL BUILDING	COMMERCIAL	COMMERCIAL (OFFICE)
MISCELLANEOUS VACANT LAND	VACANT LAND	VACANT LAND
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CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
STORES, RETAIL OUTLET	COMMERCIAL	COMMERCIAL (RETAIL)
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
MULTI-FAMILY RES (5+ UNITS)	RESIDENTIAL	RESIDENTIAL
MISCELLANEOUS, MISCELLANEOUS	PUBLIC	EXEMPT, GOVERNMENT AND HISTORICAL
MISCELLANEOUS, MISCELLANEOUS	PUBLIC	EXEMPT, GOVERNMENT AND HISTORICAL
MISCELLANEOUS, MISCELLANEOUS	PUBLIC	EXEMPT, GOVERNMENT AND HISTORICAL
CONDOMINIUM, PUD	RESIDENTIAL	RESIDENTIAL
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MISCELLANEOUS COMMERCIAL	COMMERCIAL	COMMERCIAL (RETAIL)
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RESIDENTIAL	VACANT LAND	VACANT LAND
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SINGLE FAMILY RESIDENCE	RESIDENTIAL	RESIDENTIAL
SHOPPING CENTER	COMMERCIAL	COMMERCIAL (RETAIL)

LANDUSE_CODE	ZONING	_SIMPLIFIED
114		FALSE
163		FALSE
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278		FALSE
163		FALSE
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465	FALSE
163	FALSE
163	FALSE
270	FALSE

PROPERTY: 1200 Shermer Road											
OCCUPANT NAME	UNIT REFERENCE NUMBER	SQUARE FEET	BUSINESS TYPE								
Edward Jones	7120-100-CU	920	Financial Services								
*** VACANT ***	7120-100FF-CU	15,663									
*** VACANT ***	7120-100LL-CU	11,928									
*** VACANT ***	7120-102-CU	669									
*** VACANT ***	7120-105-CU	913									
Total Link 2 Community	7120-109-CU	1,575	Non-profit								
Gift of Adoption Fund	7120-111-CU	569	Non-profit								
Addis Greenberg, LLC	7120-112-CU	1,122	Law Firm								
Verizon Wireless	7120-1LL-CU	0	Telecom								
Illinois Dermatology Institute	7120-200-CU	3,399	Medical								
*** VACANT ***	7120-202-CU	1,174									
*** VACANT ***	7120-204-CU	1,440									
Floss Law LLC	7120-206-CU	678	Law Firm								
Shermer Road Medical Building	7120-208-CU	1,608	Property Management								
Joseph C Johnson PC Attorneys	7120-212-CU	1,054	Law Firm								
Wind Creek Hospitality	7120-214-CU	1,792	Hospitality - Office								
Mendel Money Management	7120-216-CU	2,049	Financial Services								
Proman Staffing	7120-300-CU	8,076	Staffing Company								
*** VACANT ***	7120-312-CU	1,399									
Hauff Dental Group, LTD	7120-314-CU	2,708	Dental								
Daniel J Stryker CPA, LTD.	7120-350-CU	918	Accounting								
Whitted Takiff Law	7120-400-CU	3,702	Law Firm								
LaPointe Law, P.C.	7120-425-CU	2,947	Law Firm								
Albee Law, P.C.	7120-430-CU	1,466	Law Firm								
Advanced Periodontics, P.C.	7120-470-CU	1,518	Dental								
Itegria, LLC	7120-475-CU	3,706	Information Technology								
*** VACANT ***	7120-LL-CU	4,465									
Total Link 2 Community	7120-LL14-CU	2,390									
Bank of America, N.A.	7120-LOT1-CU	0	N/A - vacant								
Cell Site #IL1342, Northbrook	7120-ROOF1-CU	0	Cellular - roof lease								
T-Mobile Central, LLC	7120-ROOF2-CU	0	Cellular -roof lease								
PROPERTY TOTALS		**79,848**									
Total Occupied Square Feet :		**42,197**									
Total Vacant Square Feet :		**37,651**									

Celebree focused on this vacancy - 13,892 SF is the revised SF per an agreement between Landlord and Tenant to cap the core factor.

February 23, 2024

MMJ Scholars LLC – Operating as Celebree Schools

1200 Shermer Road, Northbrook, IL 60062

To: The Village of Northbrook Board - Zoning and Subdivision Relief Committee

Dear Madam / Sir:

We are respectfully requesting approval to open a Celebree School ("Celebree") at the property located at 1200 Shermer Road. The space being considered is 13,892 square feet of the Ground Floor of the building, formerly occupied by Bank of America. The intent is to repurpose the space to allow for 10 classrooms, which would provide a safe and healthy learning environment for 176 students, aged 6 months to 6 years, including before and after school programs up to 12 years of age. The school will also provide transportation for students as necessary for such programs.

The proposed buildout of the existing space (Site Plan attached) complies with all Illinois State Licensing requirements, including Student-to-Teacher ratio to ensure proper class sizes. We also plan to repurpose some of the parking spots to provide for an outdoor playground, which would measure approximately 5,000 square feet, as shown in the Landscape Plan. The total number of parking spaces will be reduced from 265 to 253, which includes 7 Handicap spots. The indoor space will be configured according to the Site Plan to provide optimal usage of the space, which will also include an indoor play area for use during inclement weather.

Below is the additional information requested by the Board:

Hours of operation: 6:30am to 6:30pm Central Standard Time – Peak hours tend to be between 7:30am-9:00am and 4:30pm-6:30pm.

Number of employees: 27

Number of existing and proposed parking spaces: 265 Existing and 253 Proposed. Per Celebree Safety Protocol, parents will only use parking spaces temporarily for drop-off and pick-up, as there will be no curbside services available and no "carpool" lines as a result. Parents are required to walk their children into the single entrance and securely check them in before handing them over to their teachers. A similar process is followed for pick-up.

☐ **A list of other tenants in the building, if a multi-tenant building**. Please see attached tenant list.

Additional narrative from Owner/Landlord:

The one-story annex building that Celebree will be leasing has been vacant for several years upon the relocation of Bank of America to the adjacent out lot building. The annex building is unique and difficult to divide into multiple spaces given the configuration of the premises, requirement to separate utilities and overall costs to do so. As a result, the possibility of tearing down the building in order to eliminate real estate taxes has been an ongoing discussion with ownership.

Welcoming Celebree to the building will enable ownership to make upgrades to the building entry and lobby areas in order to better compete with newer surrounding office buildings and maintain occupancy and vibrancy in the building. We are prepared to work with the Tenant (Celebree) in every way but particularly to ensure the safety of the children.

1200 Shermer LLC, by Scott Inbinder, Manager

☐ **Are there any proposed outdoor activity or uses:** Yes, an outdoor playground as shown in green on the Landscape Plan. The entire area will be surrounded with a safety fence and bollards, and a concrete sidewalk where appropriate. A Civil Engineer will verify the setback requirements prior to lease execution. There will be a new crosswalk with a speed table and signage. All students will be accompanied and strictly supervised by teachers at all times, both to and from the playground and during the entire time that they are using the playground.

Background Information:

This will be the first Celebree School location (Flagship) in the State of Illinois, with more to follow. Celebree Schools have a proven track record of operating high quality childcare services across the country. They began operating in 1994 and have grown into 26 Corporate locations and over 115 Franchise locations in operation and/or under development throughout the U.S. Celebree takes an active role in providing on-going training with its partners and differentiates itself by emphasizing not only the safety and care of children but also the career growth and wellbeing of their teachers.

Every Celebree School location utilizes the nationally recognized, researched based "*Creative Curriculum by Teaching Strategies*" for infants through pre-k. A proprietary curriculum is used in the before and after care school-age program. The curriculum is designed to promote each child's intellectual, social, physical, emotional and language development. Furthermore, all Celebree School locations incorporate design features that promote child safety and support the curriculum.

Celebree will provide a full range of support and assistance to MMJ Scholars, LLC as its Flagship Chicago area franchisee. These services include school design and development; assistance in preparing licensing applications and procuring regulatory approvals; ensuring compliance with building, zoning, and childcare licensing requirements; guidance and assistance throughout the construction phase, preopening marketing, and grand opening celebration; and ongoing operational and administrative support. Celebree will also provide the franchisee/s with 120 hours of owner training relating to curriculum and operational excellence. Celebree also provides a structured plan of on-site support and training while the School owners are establishing the business.

MMJ Scholars LLC is operated by Magdalena Pisarczyk and Mihir Shah, who are currently residents of Glencoe and have been members of the North Shore community for almost 5 years. Their daughter is a senior at New Trier and has flourished in the educational system in the area. They consider themselves truly fortunate to be a part of this community and have not "looked back" since relocating here. Maggie and Mihir have always believed in giving back to their community and know one of the best ways to accomplish this is by providing children with an inclusive environment that will set them up for lifelong success.

Their bios are attached to this application. Maggie and Mihir value transparency in every partnership, and welcome any and all questions from the Board and its partners. Thank you for your time and we look forward to a wonderful working relationship together.

Sincerely,

Maggie and Mihir

MMJ Scholars LLC

PROFESSIONAL OVERVIEWS

Magdalena (Maggie) is currently a Pre-school teacher at several Montessori schools around the North Shore area. She grew up in Poland and New York and relocated to Glencoe in 2019. Having spent most of her career in Real Estate, Banking and Finance, Maggie made the decision to pursue her lifelong passion of early childhood education when she pivoted to Teaching. While walking away from a career in Finance is a difficult decision for a lot of people, Maggie was confident this was her calling and when the opportunity to partner with Celebree presented itself, she knew this was the right fit. The feedback Maggie receives from Parents and fellow Teachers and Directors is always positive and her approach to childcare and education truly sets her apart from others. Maggie will bring the same drive and passion to operating the first ever Celebree School location in Illinois and ensure her dream to own and operate an early childhood education center will be a success. Maggie spends her time volunteering at PAWS Chicago, Glencoe Library, the Sustainability Task Force, and New Trier high school, while also serving on several Development Boards. Maggie is also an active member of the local North Shore community during various events and celebrations, which has allowed her to build an extensive network of residents and parents. Despite all this, Maggie still finds the time to help their daughter prepare for life after high school.

Mihir is currently Managing Director and Head of Sales at Scotiabank's Prime Services division. He has always worked in Finance and Banking, both at Hedge Funds and Global Banking Institutions. Mihir went to school at University of Illinois in Urbana-Champaign and moved to New York to pursue opportunities there. Having spent 15 years away from Chicago, he felt it was time to come back and immersed himself in the local community by volunteering and joining organizations that promote development in the greater Chicago area. Mihir also has interests in Real Estate Investing and has used this to build his network outside of Banking. Mihir plans to follow in Maggie's footsteps and eventually transition into operating a 2nd Celebree School as soon as the first school is up and running.

Together, both Maggie and Mihir hope to make a significant positive impact on the children and the surrounding communities.

MEMORANDUM

To: Cara Pavlicek, Village Manager
From Development & Planning Services Department
Date: November 28, 2023
Subject: PRE-23-15: 1200 Shermer Road – Child Day Care Facility

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

1) BUILDINGS AND ENERGY

1A: Reduce energy demand; incorporate high-performance energy efficiency measures in new appliances and any HVAC or electrical changes to be made. Use Energy Star rated appliances and LED lighting when applicable.

1B: Utilize low-VOC paints, finishes, and laminates.

1C: Prioritize sustainable materials throughout development, such as maximizing recycled content, domestic production, and lower embodied carbon costs of materials.

2) WASTE MANAGEMENT

2A: Comply with Cook County's demolition requirements to divert 70% of construction debris through recycling.

3) WATER AND WASTEWATER

3A: Use WaterSense fixtures for plumbing updates.

3B: Provide bottle filling stations to discourage single-use water bottles

4) CLIMATE ECONOMY

4A: Participate in Northbrook's Green Business Program, and encourage eco-friendly practices for facility operations, staff members, and patrons.

At Celebree, we are deeply committed to promoting environmental sustainability across all aspects of our school. We will implement several measures to help our planet, including the use of LED bulbs and low-VOC paints, installation of energy-efficient appliances, maximizing natural sunlight, recycling and composting, and utilization of watersense fixtures and bottle filling stations. Additionally, we will participate in Northbrook's Green Business Program.

As an extension of our commitment to sustainability, we will have a garden where we grow our own fruits and vegetables. All of our students will take turns caring for the garden and learning about the importance of being environmentally responsible. We firmly believe in educating our students about green practices and instilling in them a lifelong interest in preserving the planet

Board concerns from the preliminary board meeting on November 28, 2023

Concern about parking for the current and future tenants.

There are currently 265 parking spaces available (258 regular and 7 handicapped). We are planning to use 12 parking spaces for our playground. With many companies following a hybrid work schedule, we anticipate that there will be enough available parking even after the removal of the 12 spaces.

Concern about getting the children to and from the playground safely.

I understand that the safety of children is of utmost importance. As a preschool teacher having to cross a street to get to our playground, I personally reported and requested speed bumps on the cross street where I work. We plan to have a crosswalk created and speed bumps on both sides. As for the playground itself, we will use a white vinyl privacy fence to ensure privacy and safety of the children a double gate latch with self-closing hinges and bollards will be placed around the playground. We have added a couple of photos below and further description in the attached "Playground Specs 1-28-2024" document. As for getting to the playground, we won't be taking the infants but we will put them in strollers and walk them around the building when the weather permits.

For the toddlers and preschool age children, we put the toddlers and 2 year olds in strollers. The older 2 year olds or 3 year olds either ride in the stroller or walk using a tethered rope with a teacher at each end as well as one walking along to ensure the children are holding on and staying in line. Teachers take their emergency go bags with them and we will have walkie talkies that each class will require to take with them every time they leave the building with the children.









Concern about placing the playground on a concrete area over a grassy area.

We hired a landscape architect to assess the grassy area belonging to the building. Unfortunately, it turns out that we are unable to use any of it except for one area. However, this area is too close to the street (Shermer Road) and not safe. There will be a padded bottom regardless of where we put the playground so whether it is grassy or concrete it will not make a difference.

Concern about deliveries.

There is a loading dock on the side of the building at 1200 Shermer Road (to the left of the main building entrance) that is available to all tenants in the building. We plan to utilize the loading dock for all of our larger deliveries. The deliveries will be in small amazon like vans and will not disrupt the businesses in the building. I have added a photo of the van size/type below. For the smaller deliveries, daily lunch or small amazon deliveries with school supplies we can accept deliveries to our front entrance as we have a dedicated entrance to our school.



Drop-off and Pick-up policy

Each family will need to park their car and walk their child into the school and the same will apply when picking up. There will not be a drop-off and pick-up line.

Clarification on child-to-adult ratio.

There were concerns regarding having a staff of 27 teachers, we are opening the school with 10 classrooms as well as before and after care for children up to 12 years old. Below is a small chart explaining the classrooms and the child-to-teacher ratio, per DCFS.

Room	**Teacher: Child Ratio**
Infant	1:4
Infant	1:4
Toddler	1:5
Toddler	1:5
Two Year	1:8
Two Year	1:8
Three Year	1:10
Four Year	1:10
Pre-K	1:10
School Age	1:20

DPS Comments 4a - Clarification on the bus service.

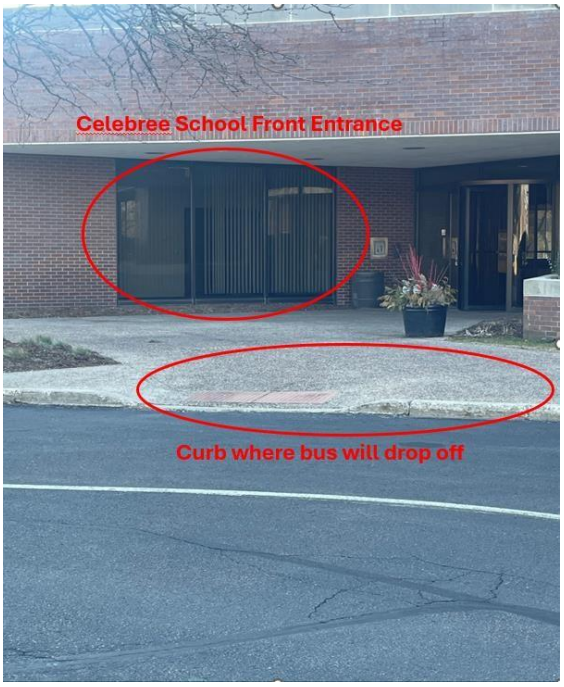
We plan to use a small bus for before and aftercare. The way this would work is in the morning parents can drop their child off with us and we will take the child to their regular school at the time needed. For aftercare, we will pick them up from said school and bring them back to Celebree where they can do homework, activities, etc. until their parent picks them up. There will always be a Celebree employee on the bus with the driver that will walk the child to the school and do the pick-up. We will start with one bus and add a 2nd if needed based on

registrations. We plan on having the bus parked in the lot by the playground all year round. Please see below for a picture of what the bus will look like and the location of where we plan to park it. The overall exterior dimensions of the bus are 8'9" high by 23' long by 8' wide. The bus will fit into a regular parking stall within a parking lot.





With regards to the bus service details, the bus will drop off and pick up the children at the entrance of the school by the parking lot entrance on Lincoln. The traffic flow is very small, there are rarely any cars in the back where our entrance will be. The bus will pull up directly to the curb and the children will be walked into and out of the bus by an a celebree employee. Below are some pictures of the drop off/pick up area from different angles. It is a safe location and just a few feet between the front door and bus.


Celebree School Front Entrance
Curb where bus will drop off





DPS Comments 4b - Concerns about the food service

We are not going to be preparing food onsite. We are going to hire a catering company that will deliver lunch to the school daily. We have not hired a catering company as of yet so I am not 100% sure of the delivery mechanism but from my experience as a teacher, the food is delivered daily, fresh in a hot box (some pictures below). A hotbox is on wheels and can be wheeled directly to the school's front door this way it will not disrupt any tenants/business in the building. We will supply snacks daily but there is little to no preparation for that, it will be fruits, vegetables, crackers, cheese etc. We will have a commercial-sized dishwasher, sink, and refrigerator on-site in our kitchen (locked at all times so the kids do not have access to it) to be able to keep the food cold as needed and wash it accordingly. We plan to use reusable table settings (utensils, plates, cups) so we will need a place to wash and store it all.





DPS Comments 9 - Concern about the fruit and vegetable garden.

This is something that we would do indoors. I am looking to hire an art/gardening teacher who will teach the children how to plant flowers, grow food from scraps, use household items to make art, and teach them about the outdoors, birds, trees, insects, etc., and how they affect our world and everyday lives. Some ideas for an indoor scrap garden are below.






Concerns about the waste disposal and trash collection.

We plan to have the cleaning service collect all garbage and recycling each night and walk it all to the dumpster along the side of the building, this will be done after 6:30pm so as to not disturb business in the building. If the existing bins are not sufficient, we will request additional bins from the village, at this time it is not clear how many bins we are going to need.

northbrook

MEMORANDUM

To: CELEBREE SCHOOL
From SWATI PANDEY, SENIOR PLANNER
Date: FEBRUARY 14, 2024
Subject: PCD-24-03 – 1200 SHERMER ROAD

Below are the comments generated by the Development & Planning Services Department from the first review of your application.

1. Preliminary engineering plans would be required for a site plan approval. See Village Engineer's comment letter for details.
    a. The engineering site plan should show and label all dimensions, material, and design detail of all site improvements proposed within the parking lot, including but not limited to outdoor playground, sidewalk, crosswalk, landing, bollards, etc.
    b. Explain what you mean by traffic calming measures within the parking lot/drive aisle. Show on engineering plan and provide details of these traffic calming measures/devices.

    Please see the attached responses. As for the engineering site plan, my contractor spoke with Jack and Jack was ok with us answering the questions for now while we work on the plans as that takes a bit longer.
2. The Subject Property at 1200 Shermer Road is located within the Village Green Overlay District and therefore any site plan approval and signage is required to go through an Architectural Control Commission (ACC) review and approval process. Submit sign plans if new signage will be proposed. Please see attached details on the signage

    Attachments

    - Exterior Sign
    - Pylon Sign
    - Door or Window Sign
    - Celebree School sign narrative
3. Formal Application – See comments below and revise as required:
    a. The Formal Application notes the total tenant square footage to be 13,892sf. The narrative states it will be 12,348sf. Confirm the total square footage to be occupied by Celebree in the building (first floor plus basement or anywhere within the building), and note it consistently across all documents. Revise applicable

documents. The correct square footage is 13,892 with ~400 sq. ft. in the basement for storage/supplies. Corrections have been made throughout.

b. The application and the Deed for the property notes that the PIN is 04-10-111-023; while our GIS record shows the PIN to be 04-10-111-025. Confirm and revise as necessary. The correct pin is 04-10-111-025, the correct list was originally attached, no changes made

c. On page 3 of the application, "Bonnie Investment Group" is noted as the property owner while the Deed (and Letter of Authorization) shows "1200 Shermer LLC" as the property owner. Confirm and revise. This has been corrected on the formal application

4. Narrative:

a. Expand the "bus service" section of the narrative and explain loading/unloading of children on the site, safety measures, traffic flow, etc. with regards to the use of the bus. Answered on the board concerns sheet attached.

b. Explain the food service plan. Will food be catered/delivered or prepared on-site? What will be the delivery frequency? What will be the delivery mechanism – will the

---

food delivery vans pull-up in the existing loading dock and will the tenant space be equipped to receive food deliveries via the loading dock or does this go through the front door? Answered on the board concerns sheet attached.

c. The hours of operation noted on the special permit worksheet response does not match the narrative. Confirm and revise. The correct hours of operation are 6:30am to 6:30pm, this has been corrected on the special permit worksheet response.

d. Confirm if there will be any exterior change to the existing building? The only change will be the school signage on the building itself, the landlord has approved this and the details are in the Celebree school sign narrative attached.

e. Confirm the total number of employees for the facility and the peak time count for the employees. The total number of employees will be ~27. This will all depend on how many registrations we will have and how many classrooms will be in use. For the most part largest amount of employees (10-15) would be on site during business hours.

5. Surrounding Property Owner List – See a map and PIN spreadsheet attached. Complete the spreadsheet with property owner name and mailing address information. Refer to page 10 of the formal application for handout to assist with this process. We have confirmed that the original surrounding pin used was 04-10-111-025 so no changes are being made here.

6. Provide a copy of the lease or Letter of Intent (LOI) executed by the parties involved and showing the term of the lease. Please see attached the LOI. We are waiting for village approval prior to signing the lease.

7. There are currently 265 parking spaces within the parking lot. Confirm the total number of parking spaces to be eliminated due to the outdoor playground including the fence and any

safety appurtenances (such as bollards). The narrative and worksheet documents state ten spaces would be eliminated while the Board concern response document states 12 spaces; and therefore the available parking spaces are noted as 253 and 255. Confirm this detail and revise all documents for consistency.

The correct number of spaces to be eliminated are 12. I will ensure this is stated throughout all of the paperwork

8. How do you propose to comply with the Cook County demolition requirement of diverting 70% of construction debris through recycling. Debris will be hauled away from the job site, we will provide a Leed report that is generated by an IEPA Permitted Construction and Demolition recycling facility upon completion of the project.
9. The sustainability response sheet states that there will be a fruit and vegetable garden. Is this indoor or outdoor? If outdoor, then this should identified, and labeled with dimensions on the site plans. Indoor please see full explanation attached.
10. Provide the dimensions of the Celebree bus that will be used by the school. Confirm if the proposed bus will fit in the regular parking stall within the parking lot.

    The overall exterior dimensions are 8'9" high by 23' long by 8' wide. Yes the bus will fit into a regular parking stall within a parking lot.

11. Playground specs document:
    a. Is the playground specs document representational only? Does it accurately represent the playground equipment that will be installed in the proposed playground?

       The playground specs document is intended to be representational as Celebree uses more than one preferred vendor for the equipment. The playground specs document does accurately represent a line of playground equipment available to be installed in the proposed playground. Full specifications can be provided upon final vendor and product selection.

    b. Are the play structures going to be permanent or movable structures?

       While most of the structures are permanent, some smaller equipment may be movable.

    c. Do you plan to add a shade structure within the playground area as shown in the spec document? If yes, provide details.

       Shade structures are required (minimum one) by Celebree Corporate to be installed within the playground area as shown in the spec document. The structure in the representational playground specs will be 12' or 14' square and eight feet tall. Attached "playground shade" document shows all the details.

    d. Are you planning to install a splash pad as shown on the spec document? There are no current plans for a splash pad.
12. Will there be any new rooftop mechanical units installed as part of the renovations project? If yes, the RTUs must be screened from all sides either by a parapet wall or a screening fence. Please note that an elevation plan showing screening for the RTUs will be required during the building permit process. No there will not be new rooftop mechanical units installed, the existing HVAC will remain.

13. Explain how the waste disposal will be handled for the daycare facility and if the existing trash collection bins would be sufficient. We will have a cleaning crew come in after hours (6:45pm) and clean each room and take the trash out to the bins located on the side of the building by the loading dock. This will not disrupt regular businesses as it will be well after working hours. If the current bins are not enough for the trash we have we plan to request more bins with the village.

Village of Northbrook

Review 1	Engineering Review / Response 1200 SHERMER RD	Engineering Reviewer: Jack Bielak 847-664-4124 Jack.bielak@Northbrook.il.us

Engineering Review Status

Plan Date:

Date Review Completed: 02/12/2024

Instructions:

A. *Return this sheet with the revised drawings/documents to the Permit Coordinators @ the Village Hall.*
B. *The design professional must include on each new drawing: their seal, signature, date of signing and date of license expiration. Or, if Index of Drawings is provided on Title Sheet, just that sheet may be signed and sealed*
C. *Identify all drawing revisions with a bubble.*
D. *The design professional must indicate the location of each revision (sheet/detail number) & respond to every comment in the spaces provided below; do not submit a separate response letter, use this form.*
E. *Any revisions that are in addition to the review comments must be bubbled and explained in a separate narrative.*

Questions concerning these Review Comments should be directed to the Development & Planning Services Department at 847/664-4050.

Engineering Review Comments

1. Impervious Coverage Calculations: - Detailed impervious coverage calculations provided in a tabular format of both existing and proposed conditions with delineation of the resulting net increase. If there is .5 acres of disturbance of more a permit from the Metropolitan Water Reclamation District is Required.

A detailed impervious coverage calculation will be provided with our complete civil engineering drawings, this will show both existing and proposed conditions. Our proposed playground is intended to be 5000 sq.ft. - .5 acre is 21,785 sq.ft. we are considerably under the .5 acre disturbance.

2. Traffic Calming - Earth view shows a crossing from the building to the proposed playground area and there is a call out "New Crosswalk with Traffic Calming on Each Side". What does Traffic Calming on each side refer to? What is being used to do this?

Our intent for traffic calming will be installing a "speed table" to work in concert with signage. This as well will be shown in our civil engineering plans. See pictures below.

3. ADA Accessibility - New Sidewalk and landing in front of Playground will be required to be ADA compliant and detailed engineering drawings will be required to show grades meet ADA standards.

We intend to 100% comply with ADA Accessibility, this will be shown in our civil engineering plan.

4. Site plan - Site plans will need to be developed for this project once the concept is reviewed. There will be curb removal and replacement, grades will be changed and drainage will be impacted. A detailed set of plans will be required to show how all of these items will be addressed.

Response: We intend to submit a complete set of civil engineer drawings.

5. Child Drop Off - While the intent may be to sign children in and out of the facility and have people park. Is there a general plan for how traffic is meant to flow through the parking lot and is there a plan for drop off particularly if busses are used at any point?

1200 Shermer has an entrance from Shermer and Lincoln, both entrances can be used to access the school, however, we will have our own dedicated entrance on Lincoln Ave. we anticipate parents using this entrance. Because there are two entrances to the parking lot and building we don't anticipate any traffic congestion, also we will have families going in and out throughout the day, not everyone all at once.

End of Review Comments

The Design Professional is to complete the following:

_____

Date:_____

Print Name *Signature*

Document1

Speed Table & sign – Our intention is to utilize something to this effect for the crossway to the playground







Memo

To: Swati Pandey

From: Mark Cacioppo

CC: Kelly Hamill, Jack Bielak, Terry Cichocki

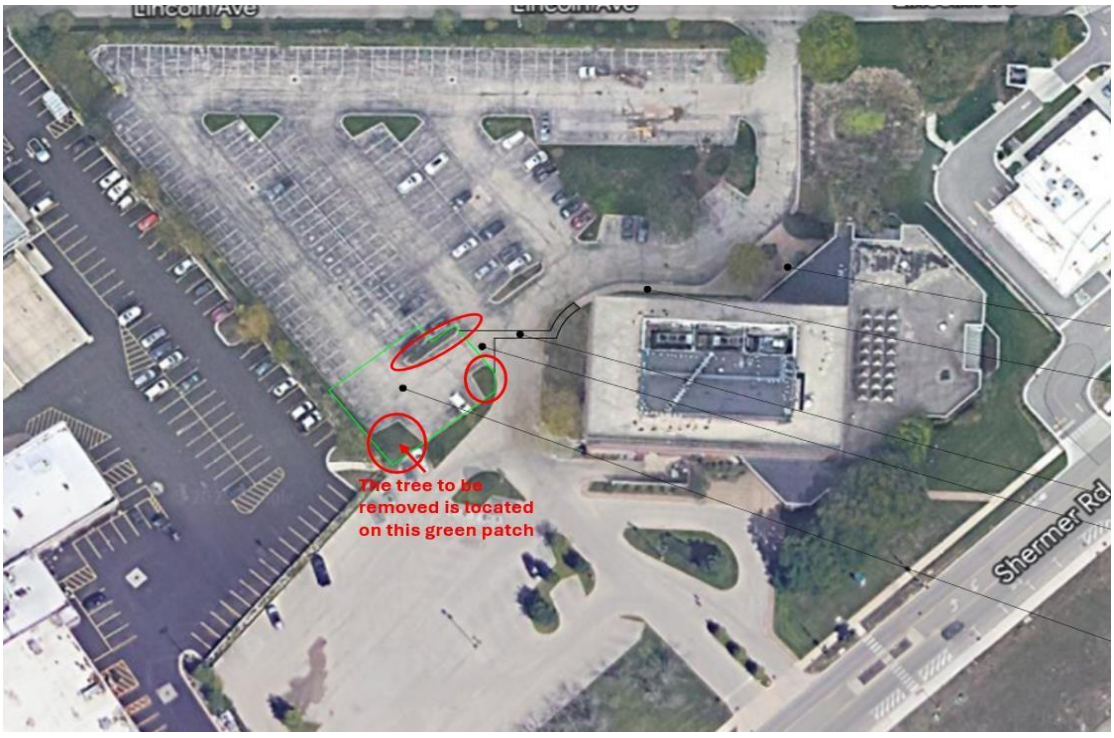
Date: 2/16/24

Re: 1200 Shermer Plan Commission Docket PCD-24-03 - Tree Preservation Review 1

Message

1. There is a tree in the SW corner of the area proposed for the playground. Will this tree need to be removed? If so please show the proposed location, size and type of the replacement tree on the plans.

   Response.
   We intend to relocate the one tree that will be where we plan to put the playground, if not feasible we will plan a new tree in kind. We have spoken with the landlord and he agreed to allow us to relocate the tree on any of the existing grassy areas on the property. Picture below shows where the playground will be (outlined in green) as well as the green patches we will be taking away for the playground (outlined in red)



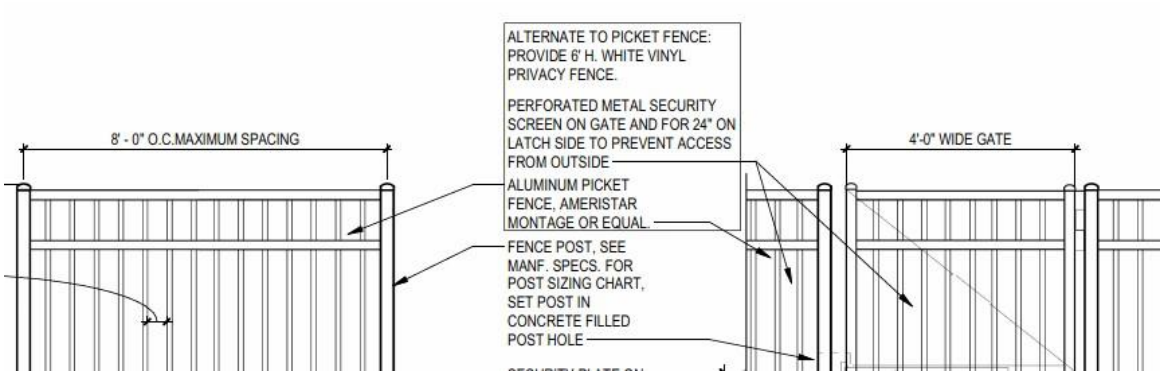
northbrook

MEMORANDUM

To: CELEBREE SCHOOL
From SWATI PANDEY, SENIOR PLANNER
Date: MARCH 20, 2024
Subject: PCD-24-03 – 1200 SHERMER ROAD

Below are the comments generated by the Development & Planning Services Department for your application.

1. Architectural Site Plan should be revised to address the following comments. See a marked-up copy of the site plan attached to clarify the comments partly:
    a. The proposed bus size (23'x8') exceeds the typical parking space (20'x9') and parking space/s will need to be striped to fit the proposed bus on-site. Show the appropriate striping on the architectural site plan and label the dimensions of the bus parking space.
        - *We are working on this with our architect and will provide by April 2nd.*
    b. The proposed site plan should show the landscape island at the end of the row of parking, including the drive aisle adjacent to it. Revise plan accordingly. See marked-up plan for reference.
        - *We will work on this with our architect and will provide by April 2nd.*
    c. Show the extent of the proposed playground perimeter fence clearly. Mark with a weighted or different colored line.
        - *We will work on this with our architect and will provide by April 2nd.*
    d. What is the purpose of the four-foot fence around the playground equipment? If that is shown in error then that line and label should be removed.
        - *The four-foot fence is there to separate the infant/2's from the older kids*
    e. The site plan notes and shows aluminum picket fence while notes white vinyl privacy fence as alternative. Your previous submittal showed six-foot white vinyl fence details. Please confirm the proposed fence details and revise accordingly.
        - *We will use a white vinyl fence.*



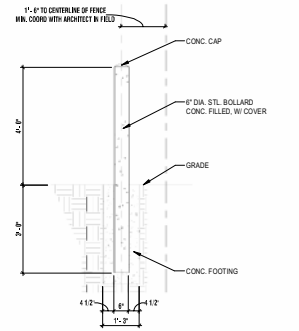
2. Confirm that the landlord has provided approval for the site plan modification as proposed, including items noted above.
    - We will obtain an email from the landlord confirming the above.

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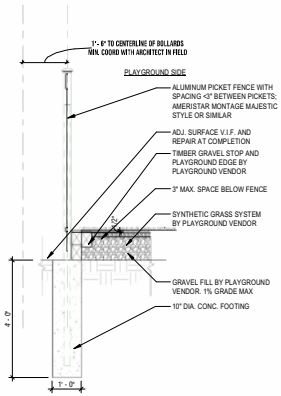
3. What is the proposed playground surface material?
    - *The proposed playground surface material will be either Synthetic Playground turf or Rubberized Surfacing, we are still working through the details and will have confirmation by April 2nd.*
4. Will there be any signage on the property directing pedestrian and vehicular traffic from the front entrance of Celebree and near the playground (primarily for safety)? If yes, will this be temporary or permanent signage? Show details.
    - *There will be no specific signage because students will be accompanied by an adult at all times. The property also already has designated traffic lanes for vehicles operating in both directions as well as stop signs.*
5. Wall Sign B as proposed does not comply with the requirements of the Zoning Code. The maximum sign area for a wall sign is permitted to be 5% of the facade/wall. Based on the dimensions provided, it appears that a maximum sign size can be 36.57sf on this facade, while the proposed sign is 70.52sf. Please revise.
    - *We will change the sign to fit 5% or less of the identified wall.*



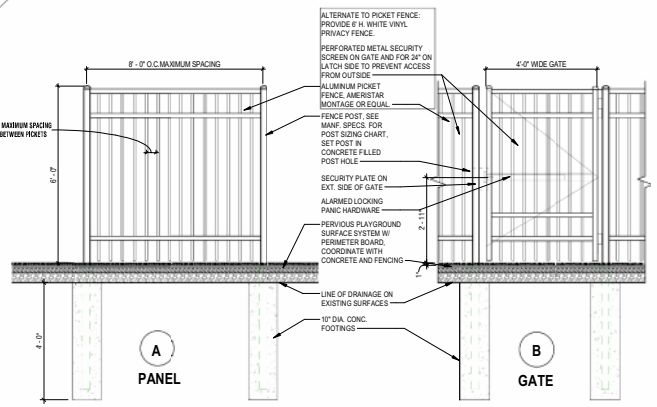
1 ARCHITECTURAL SITE PLAN
1" = 30'-0"



2 BOLLARD DTL.
1/2" = 1'-0"



3 FENCE SECTION
1/2" = 1'-0"



4 PICKET FENCE ELEVATIONS
1/2" = 1'-0"
ALTERNATE TO PICKET FENCE: PROVIDE 6' H. WHITE VINYL PRIVACY FENCE.

JAM ARCH
IS NOW COLLIERS ENGINEERING & DESIGN
ARCHITECT OF RECORD:
Justin A. Mihalik, AIA
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.colliersengineering.com

Bergmann Architectural Associates, Inc.

PRELIMINARY FOR REVIEW ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

JUSTIN A. MIHALIK, AIA — IL LIC. #: 001.026372

Celebree SCHOOL

PROJECT
ALTERATIONS OF:
CELEBREE SCHOOL
ONE LANE CENTER
1200 SHERMER RD.
NORTHBROOK, IL

CLIENT
MMJ SCHOLARS LLC
727 GROVE STREET
GLENCOE, IL 60022

LEGAL DESCRIPTION
PIN: 04-10-111-025-0000

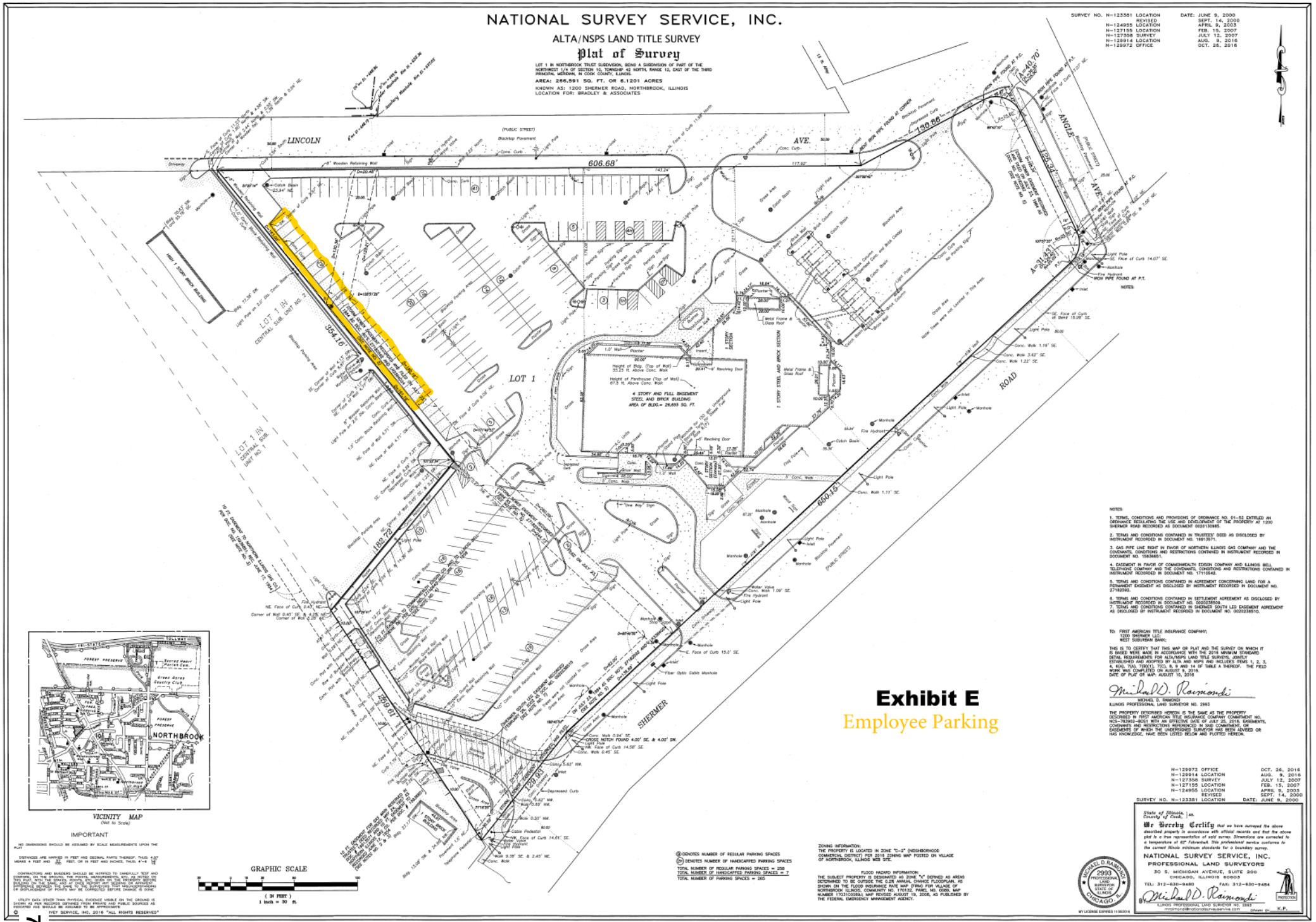
SHEET TITLE:
ARCHITECTURAL SITE PLAN

REV.	DATE	REMARKS

JOB NUMBER: 23015445P
DATE: 03/07/2024
DRAWN BY: MN
CHECKED BY: WB

SHEET NO.
AS101

THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTIONS AS AN "ARCHITECTURAL WORK" UNDER SEC.102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS THE ARCHITECTURAL WORKS COPYRIGHT ACT OF 1990.



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ALTA/NSPS LAND TITLE SURVEY

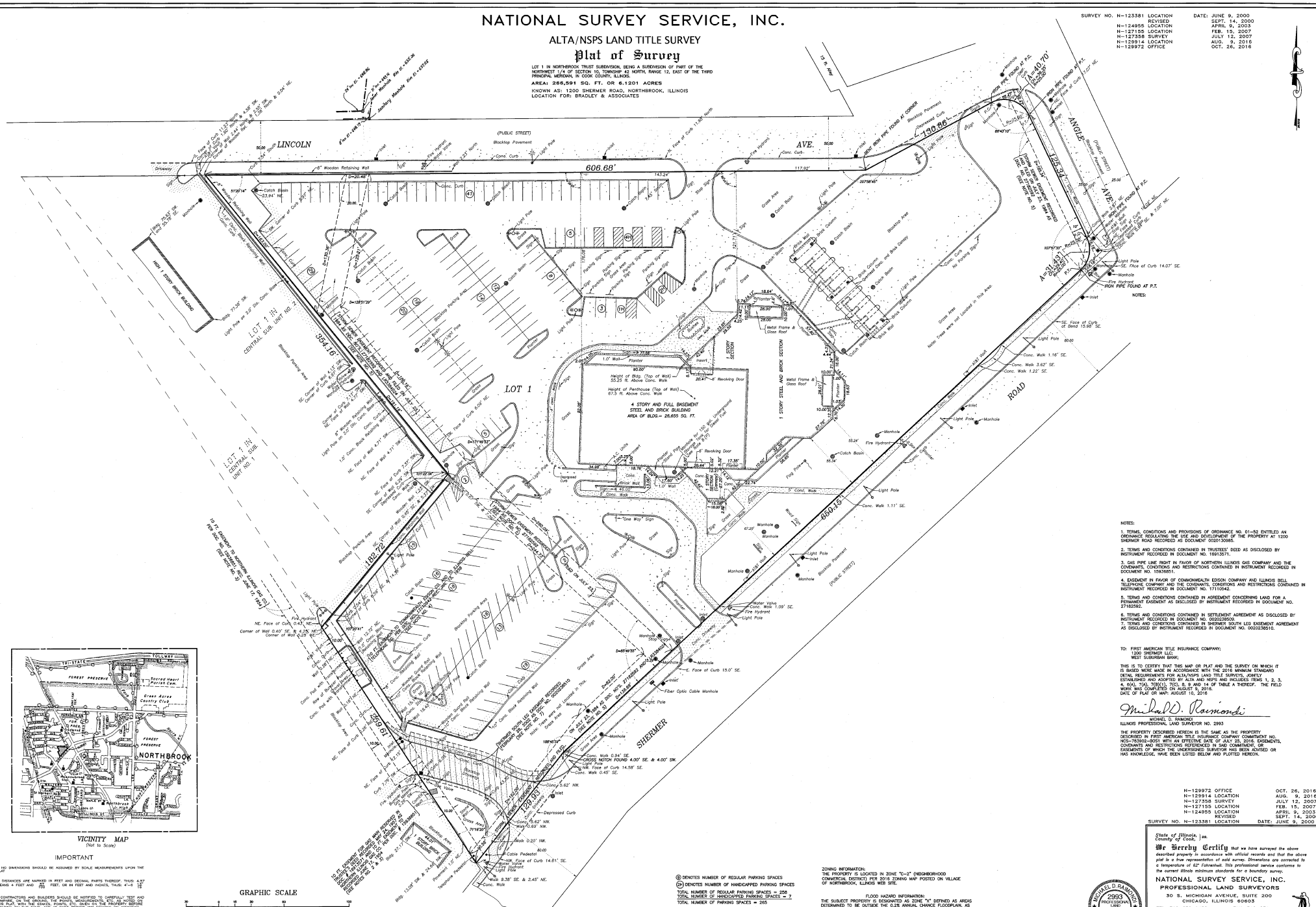
Plat of Survey

LOT 1 IN NORTHBROOK TRUST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA: 286,591 SQ. FT. OR 6.1201 ACRES

KNOWN AS: 1200 SHERMER ROAD, NORTHBROOK, ILLINOIS
LOCATION FOR: BRADLEY & ASSOCIATES

SURVEY NO.		DATE:
N-123581	LOCATION	JUNE 9, 2000
	REVISED	SEPT. 14, 2000
N-124955	LOCATION	APRIL 9, 2003
N-127155	LOCATION	FEB. 15, 2007
N-127358	SURVEY	JULY 12, 2007
N-129914	LOCATION	AUG. 9, 2016
N-129972	OFFICE	OCT. 26, 2016


LINCOLN AVE.
(PUBLIC STREET)
Blacktop Pavement
606.68'
130.66'
125.34'
ANGLE
ROAD
SHERMER
LOT 1
LOT 1 IN CENTRAL SUB. UNIT NO. 1
4 STORY AND FULL BASEMENT STEEL AND BRICK BUILDING AREA OF BLDG.= 28,655 SQ. FT.
1 STORY STEEL AND BRICK SECTION
HIGH 1 STORY BRICK BUILDING
3554.16'
1182.72'
650.15'
359.61'
129.93'
N 89°47'10" E
S 89°47'10" W
S 00°12'50" E
N 00°12'50" W
R=40.70'
A=31.13'
Δ=43°50'00"
Δ=89°49'39"
Δ=89°49'39"
Δ=20°58'45"
Δ=107°53'33"
Δ=71°16'23"
Δ=17°49'37"
Δ=2°50'29"
Δ=13°51'29"
Δ=0°58'56"
Δ=0°58'56"
Δ=0°58'56

PROPOSED PROJECT AREA: 12348 SF

CHILDCARE LICENSING

ROOM	ACTUAL AREA	REQUIRED AREA	CUBBIES	FOOD PREP	TEACHER/ FURNITURE	TOILET/ CHANGE	AGE	TEACHER : CHILD RATIO	# OF CHILDREN	# OF STAFF
INFANT	663 SF	588 SF	0 SF	12 SF	144 SF	12 SF	6 WK to 11 MO	1 : 4	12	3
INFANT	630 SF	588 SF	0 SF	12 SF	144 SF	12 SF	12 MO to 17 MO	1 : 4	12	3
TODDLER	770 SF	632 SF	12 SF	19 SF	8 SF	68 SF	18 MO to 23 MO	1 : 5	15	3
TODDLER	683 SF	632 SF	12 SF	19 SF	8 SF	68 SF	18 MO to 23 MO	1 : 5	15	3
TWO YEAR	695 SF	667 SF	12 SF	19 SF	8 SF	68 SF	24 MO to 35 MO	1 : 8	16	2
TWO YEAR	698 SF	667 SF	12 SF	19 SF	8 SF	68 SF	24 MO to 35 MO	1 : 8	16	2
3A	870 SF	862 SF	15 SF	19 SF	8 SF	120 SF	36 MO to 47 MO	1 : 10	20	2
4A	870 SF	862 SF	15 SF	19 SF	8 SF	120 SF	48 MO to 59 MO	1 : 10	20	2
PRE-K	1,036 SF	862 SF	15 SF	19 SF	8 SF	120 SF	48 MO to 59 MO	1 : 10	20	2
SCHOOL AGE	1,246 SF	1,223 SF	20 SF	19 SF	8 SF	126 SF	60 MO to 71 MO	1 : 20	30	2
OFFICE	204 SF									2
OWNER OFFICE	121 SF									1
RECEPTION	356 SF									1
STAFF LOUNGE	227 SF									0
TOTAL:	9,069 SF								176	28



1 TESTFIT PLAN
1/8" = 1'-0"

Justin A. Mihalik, AIA
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.colliersengineering.com

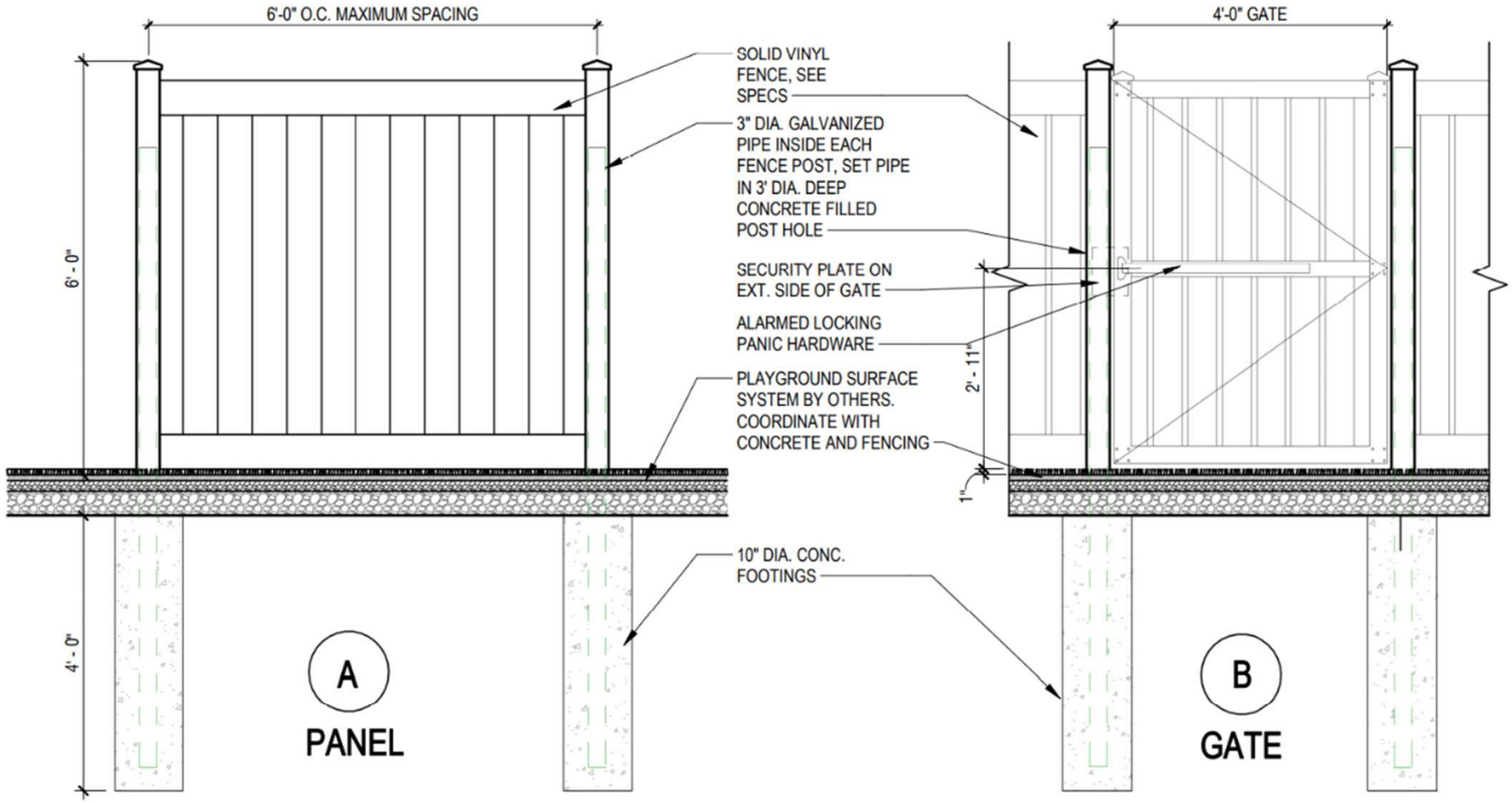
Bergmann Architectural Associates, Inc.

ALTERATIONS OF: CELEBREE SCHOOL
TESTFIT PLAN
ONE LANE CENTER
1200 SHERMER RD.
NORTHBROOK, IL
ISSUED ON: 2024-01-18

JOB NUMBER: 2023-01.22
JAM ARCH
IS NOW COLLIERS ENGINEERING & DESIGN
DRAWN BY: JA

1/18/2024 1:49:27 PM Autodesk Docs://Celebree School - Shermer Rd. Northbrook IL/CS NORTHBROOK IL SHERMER V5_2022.rvt ISSUED UNDER AUTHORITY OF JUSTIN A. MIHALIK, AIA NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION. THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTIONS AS AN "ARCHITECTURAL WORK" UNDER SEC.102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS THE ARCHITECTURAL WORKS COPYRIGHT ACT OF 1990.

Playground Perimeter Fence



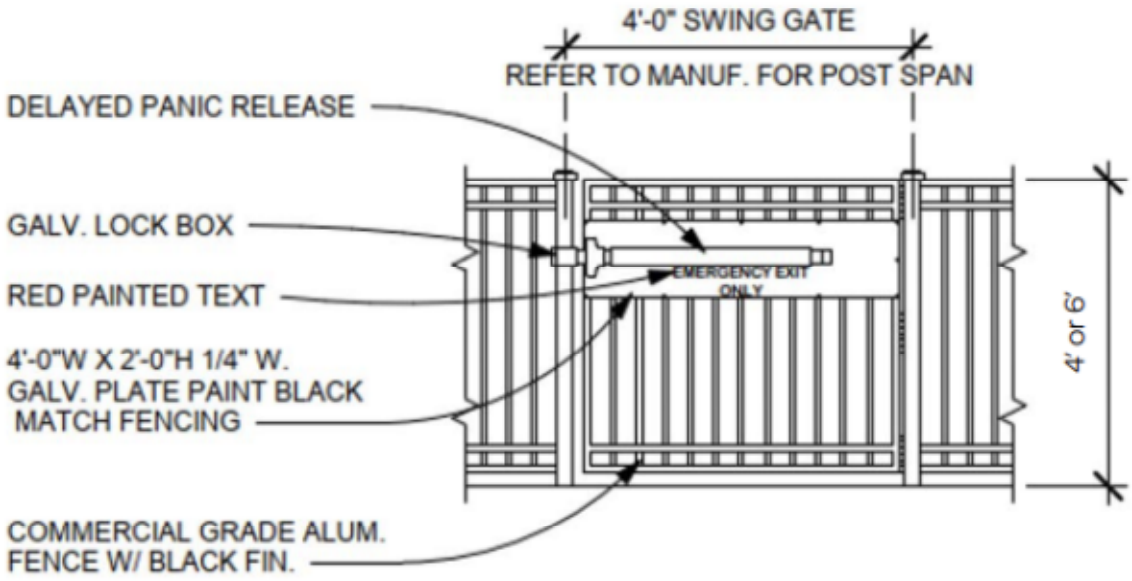
2 PRIVACY FENCE ELEVATIONS

1/2" = 1'-0"


PUSH TO OPEN-ALARM WILL SOUND

Archived: Wednesday, April 10, 2024 8:44:23 AM
From: Maggie Pisarczyk
Sent: Wednesday, April 10, 2024 7:00:43 AM
To: Pandey, Swati
Subject: Re: Hours of Operation
Importance: Normal

Hi Swati, I was able to find a little more information for the 4" fence separating the different age groups.



Maggie Pisarczyk
Owner / Operator

Celebree School of Chicago
M: 718.450.7002
E: maggie.pisarczyk@celebreeschool.com

Celebree SCHOOL

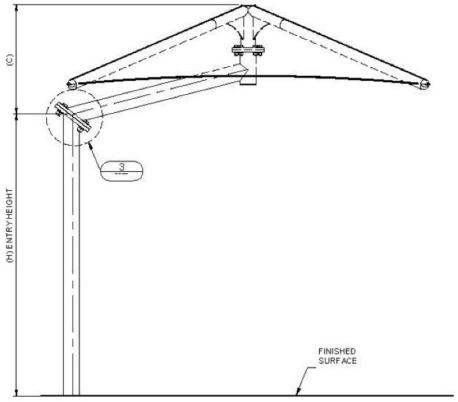
From: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Sent: Tuesday, April 9, 2024 3:55 PM
To: Maggie Pisarczyk <Maggie.Pisarczyk@celebreeschool.com>
Subject: Hours of Operation

Maggie,

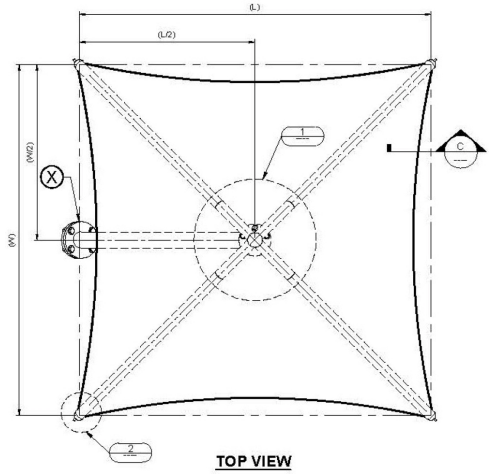
Confirm if the following statement is accurate.

CUSTOMER NAME:	Celebree School
PROJECT NAME:	Celebree School
LOCATION:	Northbrook IL
CONFIGURATION #:	Q-064187

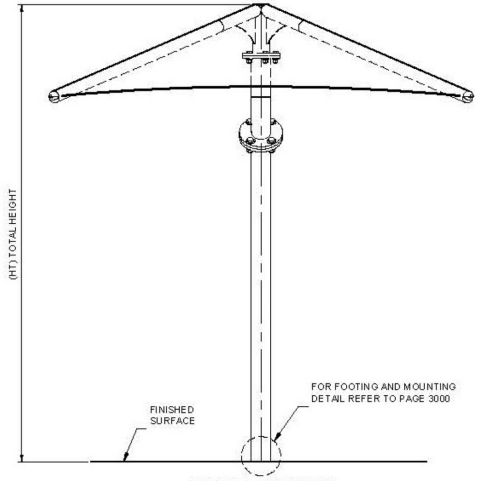
Shade Canopy Detail



FRONT ELEVATION



TOP VIEW



SIDE ELEVATION

GENERAL NOTES

DESIGN LOADS

BUILDING CODE	INTERNATIONAL BUILDING CODE 2018
LIVE LOADS	5 PSF
SNOW LOAD	5 PSF
WIND LOADS	115 MPH*
	3-Sec. Gust, RISK CATEGORY II & EXPOSURE C

* 115 MPH ACCORDING TO THE BASIC WIND SPEED MAPS OF ASCE 7-16 IS EQUIVALENT TO THE ALLOWABLE STRESS DESIGN WIND SPEED OF 90 MPH ACCORDING TO ASCE 7-05 AND IBC 2018 EQ 16-33.

ESTIMATED STEEL WEIGHT

Total Structure Weight	685.13 lbs
Single Column Weight	146.9 lbs
Total Upper Frame Weight	538.2 lbs
Steel Sizes	HSS Ø5.00 SCH 40 (5.563 x 0.258)

TABLE OF DIMENSIONS

W	L	H	C	HT	CL	RL
12' 0"	12' 0"	8' 0"	3' 6"	11' 6"	0' 9"	7' 10"

USASHADE®
CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

- NOT TO SCALE
- NOT FOR CONSTRUCTION OR PERMITS
- DUE TO REPRODUCTION, ACTUAL COLORS MAY DIFFER FROM REPRESENTATION

These plans and specifications are the property of USA Shade and Fabric Structures and shall not be reproduced without their written permission.

Celebree

SCHOOL

PLAYGROUND SPECS



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PERIMETER FENCE OPTIONS

Below are the perimeter fence options with each option containing two egresses from playground:



1. 4-6ft Black Aluminum fence



2. 6-8ft white vinyl privacy fence



- Every egress should contain a double gate latch for safety and black self-closing hinges
- At least one perimeter egress of the playground needs to be 6 feet wide
- Add safety bollards outside fence when vehicle traffic is present

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SURFACE OPTIONS

Below are the surface options for playgrounds:



1. Synthetic Playground turf: safety padding required under surface
2. Asphalt
3. Rubberized Surfacing: Please be mindful of tempurature requirements
4. Grass options acceptable upon internal approval

- Playground surfaces can be either brown, beige, green, beige-forest green or brown speckled



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STRUCTURE OPTIONS

Below are the structure options for 6 months to 2 years:





For 3+ Traditional Option:

One 2-12 year old structure in green and brown

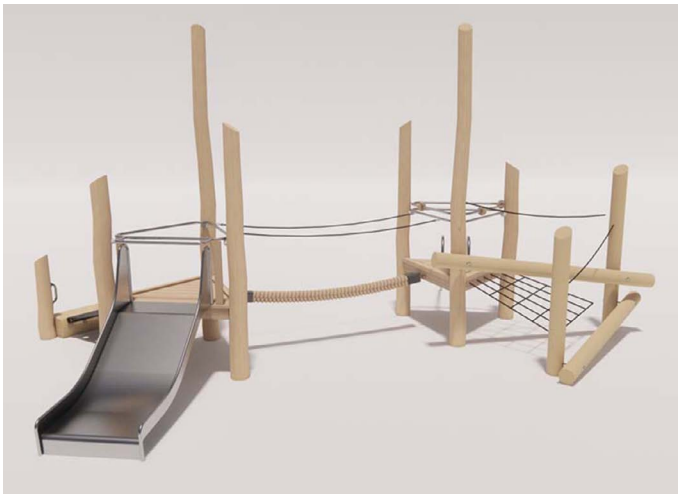


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STRUCTURE OPTIONS

-or- Alternative Option: open ended play pieces









-and- Additional Materials purchased through furniture and toy vendor:

- Sensory table
- Art Easel
- Mud kitchen
- Materials to build
- Materials to create music
- Jump ropes
- Hula Hoops
- Balls
- Bikes
- Scooters

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SHADE STRUCTURES

Shade is required on the playground in the form of a solid umbrella shade structure; you must have at least one structure on your playground the following are acceptable sizes: 12x12x8 or 14x14x8



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SPLASH PADS

These are optional but should be considered if school is located in a hot climate

Splash pads should have ground nozzles that spray up from the splash pad deck

Appropriate drainage required so there is no standing water

Coordination with design team must be made in all MEP drawings



Steps:

1. Contact playground vendors and determine who will service your area
2. Invite multiple vendors to visit site to measure and complete site survey
3. Discuss preferred structures, materials and budget with vendors
4. Vendors will take measurements, site survey, material preferences and budget and provide franchisee with a proposal
5. Franchisee reviews all proposals and determines best fit
6. Secure preferred vendor and discuss deposit requirements and material lead times
7. Deposit is paid, proposal is signed and project start date is provided

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APPROVED VENDORS

All Recreation

888-419-0001

jj@allrec.com

www.allrec.com

Ely Associates – Distributor

800-262-8448

Georgeelyassociates.com

ely@pa.net

Kaplan Playgrounds

336-467-3499

www.kaplanco.com

mstewart@kaplanco.com

Playground Solutions of Texas – Distributor

(469) 375-4590

800-385-0075

www.playspec.com

mike@pstxi.com

Playground Specialists

800 385-0075

www.playspec.com

Brad@playspec.com

Playworld

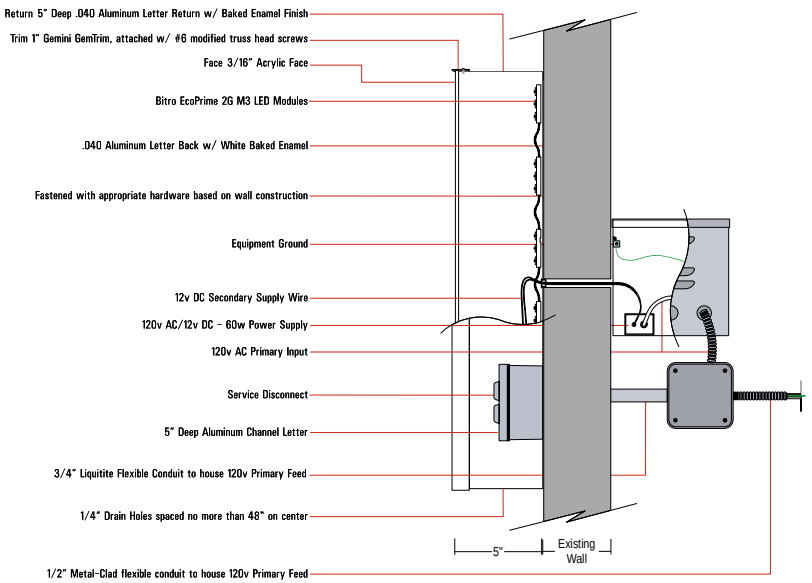
(717) 226-1255

ely@pa.net

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WALL SIGN A



Notes:
All sign components and manufacturing to be UL Listed and installed in accordance with NEC specs



Internally LED illuminated channel letters flush mounted to exterior brick facade

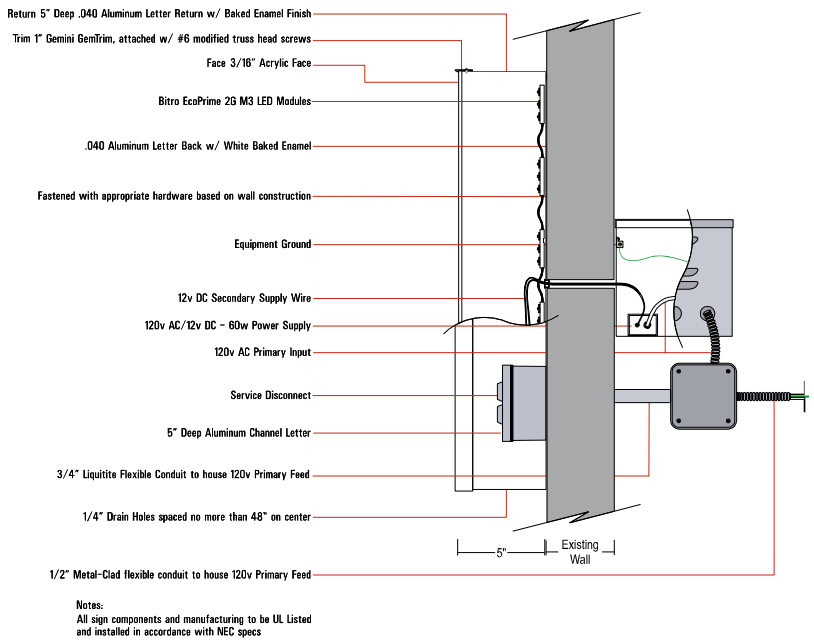


IF YOUR ORDER IS FOR AN ELECTRICAL OR LIT SIGN(S), BY APPROVING THIS PROOF, YOU ARE ACKNOWLEDGING AND CONFIRMING THAT YOU WILL HAVE LIVE ELECTRICAL SERVICE PROVIDED WITHIN 12' OF THE LOCATION FOR WHERE THE SIGN(S) WILL BE INSTALLED PRIOR TO THE DATE OF INSTALLATION
COLORS ARE REPRESENTATIONAL AND MAY NOT REFLECT FINISH AND COLOR OF FINAL PRODUCT | SIGN SCALE TO PHOTOS SHOWN ABOVE MAY NOT REFLECT ACTUAL SCALE | THIS DESIGN IS THE SOLE PROPERTY OF STRATEGIC FACTORY AND MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT WRITTEN PERMISSION

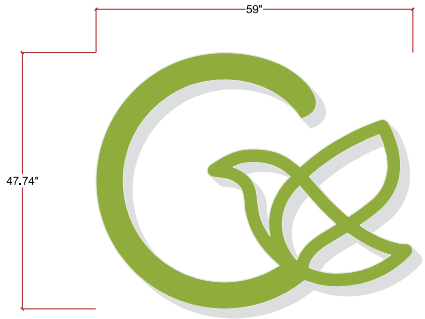
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11195 Dolfield Blvd
Owings Mills, MD 21117
p: 443-548-3500
e: info@strategicfactory.com
STRATEGICFACTORY.COM



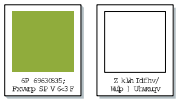
WALL SIGN B



Notes:
All sign components and manufacturing to be UL Listed and installed in accordance with NEC specs



Internally LED illuminated channel logo flush mounted to exterior brick facade



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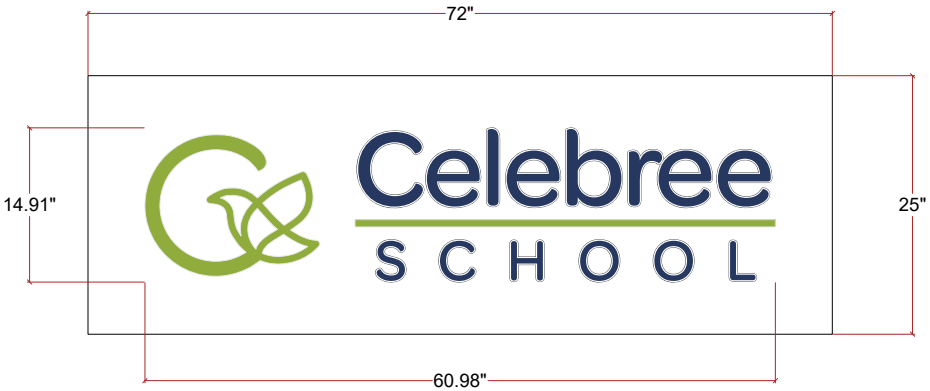


REPLACEMENT MONUMENT SIGN FACES



Prior Conditions

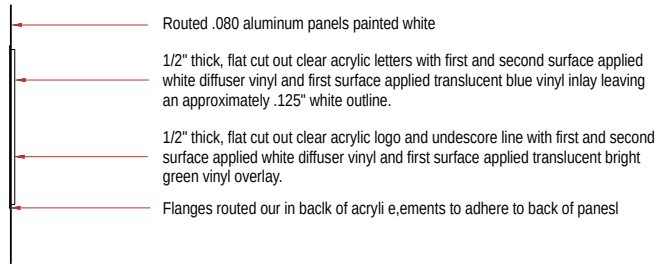




Two (2) routed, single faced replacement sign panels for existing, internally illuminated sign cabinet.

Faces to be decorated with 1/2" thick, push thru, translucent vinyl overlaid acrylic lettering and logos.

Sizes shown are approximate. Site survey required to determine exact cut and and inner open area sizes.

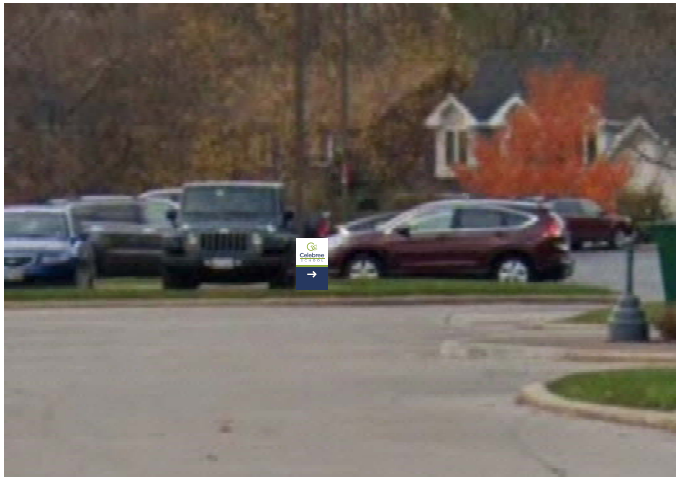


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Owings Mills, MD 21117
p: 443-548-3500
e: info@strategicfactory.com
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Double Faced Directional Sign along Lincoln Ave.



Single Faced Directional Sign Inside Parking Lot

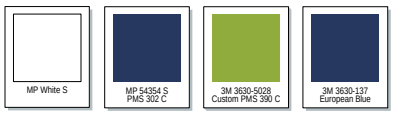


East Face of Double Faced Directional Sign



Back of Single Faced Directional Sign

One (1) Double Faced and One (1) Single Faced two color painted, aluminum fabricated, non -illuminated monolith type directional signs decorated with plotter cut Celebree blue and green vinyl set direct burial in ground with Sacrete.



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NATIONAL SURVEY SERVICE, INC.

ALTA/NSPS LAND TITLE SURVEY

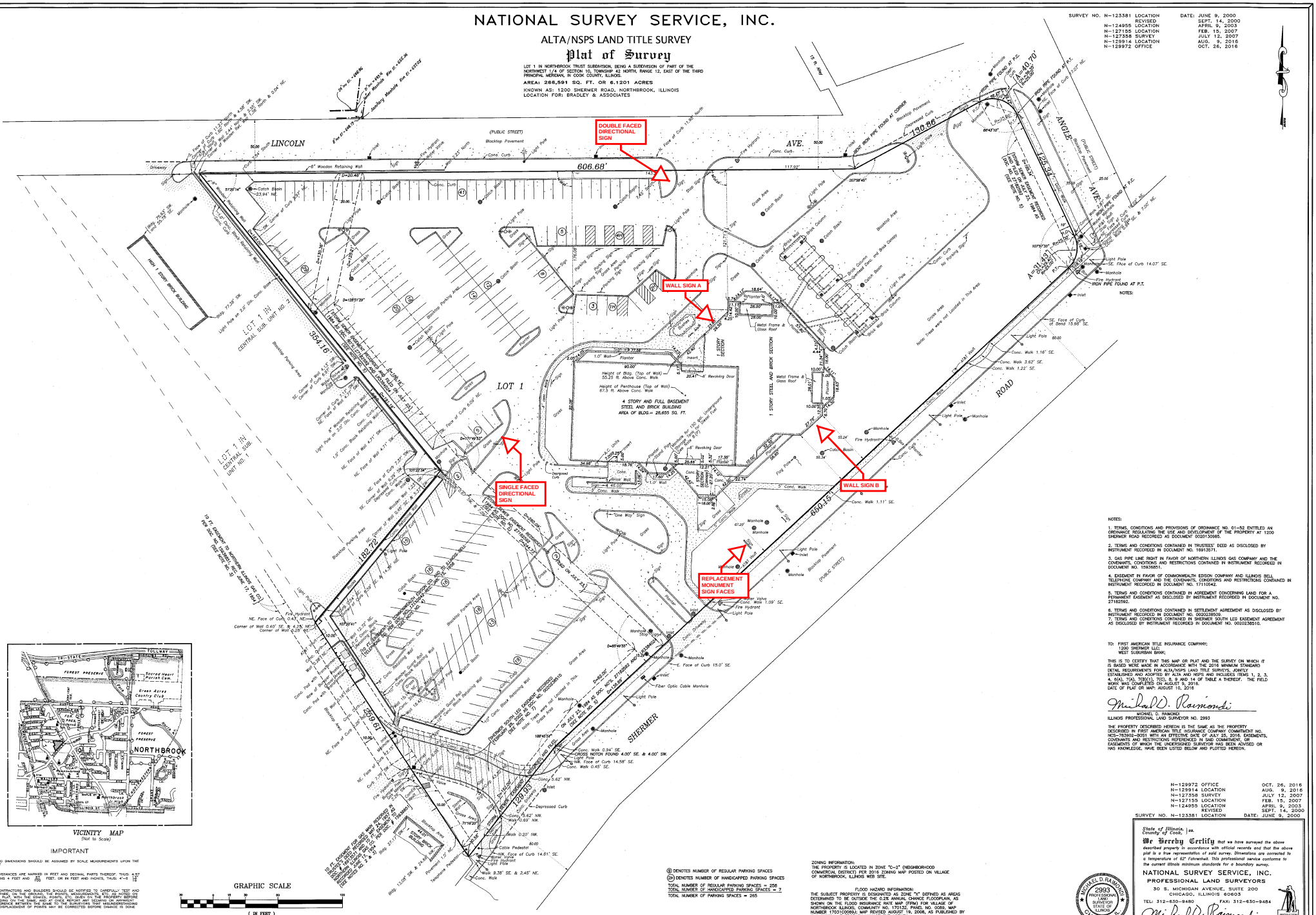
Plat of Survey

LOT 1 IN NORTHBROOK TRUST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA: 286,591 SQ. FT. OR 6.1201 ACRES

KNOWN AS: 1200 SHERMER ROAD, NORTHBROOK, ILLINOIS
LOCATION FOR: BRADLEY & ASSOCIATES

SURVEY NO. N-123581 LOCATION — DATE: JUNE 9, 2000
REVISED — SEPT. 14, 2000
N-124955 LOCATION — APRIL 9, 2003
N-127155 LOCATION — FEB. 15, 2007
N-127358 SURVEY — JULY 12, 2007
N-129914 LOCATION — AUG. 9, 2016
N-129972 OFFICE — OCT. 26, 2016


DOUBLE FACED DIRECTIONAL SIGN
WALL SIGN A
WALL SIGN B
SINGLE FACED DIRECTIONAL SIGN
REPLACEMENT MONUMENT SIGN FACES
LINCOLN AVE.
SHERMER ROAD
606.68'
650.15'
LOT 1
LOT 1 IN CENTRAL SUB. UNIT NO. 1
4 STORY AND FULL BASEMENT STEEL AND BRICK BUILDING AREA OF BLDG.= 28,655 SQ. FT.
1 STORY STEEL AND BRICK SECTION
HIGH 1 STORY BRICK BUILDING
(PUBLIC STREET)
Blacktop Pavement
Concrete Curb
Blacktop Parking Area
Gross Area
Catch Basin
Light Pole
Fire Hydrant
Manhole
Inlet
Sign
Flag Pole
Planter
Metal Frame & Glass Roof
Revolving Door
Brick Wall
Concrete Wall
Concrete Walk
Grass
Tree
Bollard
Curb Inlet
Fiber Optic Cable Manhole
Telephone Pedestal
Cable Pedestal
Gas Valve
Water Valve
Sanitary Manhole
Storm Manhole
Catch Basin
Depressed Curb
Height of Bldg. (Top of Wall) 55.25 ft. Above Conc. Walk
Height of Penthouse (Top of Wall) 67.5 ft. Above Conc. Walk
Note: Trees were not located in this Area
Note: Trees were not located in this Area.
Note: Trees were not located in this Area.
Note: Trees were not located in this Area.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-05-14
Subject: An Ordinance Amending 2-2118 of the Municipal Code Regarding Powers and Duties of the Village Manager

Overview

An Ordinance has been prepared by the Village Attorney to amend the Municipal Code regarding the authority of the Village Manager to retain professional services.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

An Ordinance has been prepared by the Village Attorney to amend the Municipal Code regarding the authority of the Village Manager to retain professional services to specifically identify lobbyists and consultants for the Village. The Municipal Code provides that the Village shall operate under the managerial form of municipal government as established by Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1).

Ordinance Section 2-118 of the Village Code.doc

ORDINANCE NO. 2024-

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

AN ORDINANCE AMENDING 2-118 OF THE
NORTHBROOK MUNICIPAL CODE, AS AMENDED
REGARDING POWERS AND DUTIES OF THE VILLAGE MANAGER

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Section 2-118, entitled "Powers and Duties Generally," of the Northbrook Village Code, as amended (***"Village Code"***) establishes sets for the designated powers and duties of the Village Manager.

The Village desires to amend the Village Code to authorize the Village Manager to retain the services of outside attorneys, lobbyists, and consultants in the best interest of the Village.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO SECTION 2-118 OF THE VILLAGE CODE.

Section 2-118 of the Village Code shall be amended as set forth in ***Exhibit A*** attached to, and by this reference made a part of, this Ordinance.

Section 3: EFFECTIVE DATE.

This ordinance shall be in full force and effect ten days after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This ____ day of _____, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

Sec. 2-118. - Powers and duties generally.

(a) The village manager shall be responsible to the board of trustees for the proper administration of all affairs of the village.

(b) The village manager shall:

(1) Employ and discipline including termination of all administrative officers and employees. No appointment to any position shall be made upon any basis other than merit or fitness. Each administrative officer shall have such technical training or knowledge as may be required for the proper performance of the functions of their office. All departments shall be under the supervision and control of the village manager. All administrative officers and employees appointed by the village manager shall perform their duties subject to the direction of the village manager or the village manager's designated representative.

* * *

(20) Retain the services of such lobbyists and consultants as may be required to protect and advance the interests of the village, subject to the village manager's purchasing and procurement authority.

(c) The village manager may:

(1) Recommend candidates to the village president for the board and commission positions and administrative officers who are required by law to be appointed to specific boards and commissions.

(2) Recommend to the village president the removal or suspension of any board or commission member when such a recommendation is consistent with the best interest of the village.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Date: 2024-05-14
Subject: A Resolution Approving a Memorandum of Understanding with the Law Enforcement Information Exchange Midwest

Overview

Police Department staff wish to enter into an MOU for the purpose of information sharing with other Midwest region law enforcement agencies in the LInX database.

Fiscal Impact

There is no anticipated financial impact, other than staff time to create the permissions, security, and technology infrastructure to share and receive law enforcement data. NCIS generally covers any monetary costs associated with implementation as part of their management of this system.

Recommendation

Approval.

Background

The Law Enforcement Information Exchange (LInX) is a database which allows state, local, and Federal law enforcement agencies to share police reports and intelligence in a secure environment. Funded and managed by the Naval Criminal Investigative Service (NCIS), thousands of police agencies across the country participate in this program to both share their police reports and receive access to every other participating agency's reports.

Information is stored in a CJIS-compliant environment. All users are required to be sworn law enforcement or authorized civilian personnel and must receive training in approved use of the database on a yearly basis and usage is audited regularly. Each agency also has the ability to refrain from sharing specific types of sensitive reports or classified information at their own discretion.

The information made available by LInX has not always been easy to get, often requiring formal written requests for specific reports and an investigator to know which agencies should be contacted – thus causing significant investigative delays. LInX provides a data clearinghouse where Police can instantly find out if a criminal suspect or police applicant has prior contacts with law enforcement.

For these reasons, staff recommends that the Village Board authorize an MOU with the Law Enforcement Information Exchange

A Resolution Approving a Memorandum of Understanding with the Law Enforcement Information Exchange Midwest
Exhibit A - MW MOU NCIS And LINX Midwest - Northbrook Illinois.pdf

Resolution 2024-

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

A Resolution Approving a Memorandum of Understanding with the Law Enforcement Information Exchange Midwest

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook seeks to participate as a member of the Law Enforcement Information Exchange Midwest (***"LInX"***). LInX is a database which allows state, local, and Federal law enforcement agencies to share police reports and intelligence in a secure environment. Funded and managed by the Naval Criminal Investigative Service, thousands of police agencies across the country participate in this program to both share their police reports and receive access to every other participating agency's reports.

The purposes of this initiative include the integration of law enforcement data in near real time, the reduction of time spent in search and retrieval of data, the development enhancement of analytical tools and products. LInX has requested that its members authorize a Memorandum of Understanding (***"MOU"***) to establish participation. The term of participation is indefinite, as long as the mission continues to advance, but may be terminated at any time with 30 days written notice. There is no cost to participate in the information exchange.

The MOU is authorized and entered into pursuant to the Section 10 of Article VII of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Village's home rule powers.

Section 2. Approval of Memorandum of Understanding.

The MOU establishing the Village of Northbrook's participation in the Law Enforcement Information Exchange Midwest is hereby approved in a form generally consistent with the attached ***Exhibit A*** and further to be acceptable to the Village Manager and Village Attorney.

Section 3. Authorization to Execute MOU.

The Village Manager and Village Clerk are hereby authorized to execute the MOU in its final form

ATTEST:

Village Manager

Village Clerk

MEMORANDUM OF UNDERSTANDING
AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE
AND PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES
FOR AN INFORMATION SHARING INITIATIVE KNOWN AS
THE LAW ENFORCEMENT INFORMATION EXCHANGE MIDWEST (LInX MIDWEST)

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies participating in an information sharing initiative for operation of a regional warehouse of databases, known as the Law Enforcement Information Exchange Midwest (LInX Midwest). The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. LInX Midwest will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information.

3. LInX Midwest will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical Naval and military resources in the Great Lakes area of the Midwest.

4. LInX records are not the official records of any agency and placement in LInX does not transfer possession or dominion over such entries to any other LInX member. They are merely copies of key portions of an agency's official record staged for ready electronic reference by LInX members.

B. PARTIES.

1. The parties to this MOU are: Chicago Police Department, Gurnee Police Department, Harwood Heights Police Department, Naval Criminal Investigative Service, Schiller Park Police Department, Waukegan Police Department and other law enforcement agencies approved for membership.

2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board to become a joining agency. The Governance Board shall establish criteria for eligibility to join, such as, but not limited to: security compliance, data accountability, technical

capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

C. POINTS OF CONTACT. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the Governance Board.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.03, Initiation of Investigations by Defense Criminal Investigative Organizations, dated March 24, 2011; and SECNAVINST 5430.107, Mission and Functions of the Naval Criminal Investigative Service, dated 28 Dec 2005.

2. Authority for Illinois state, county, and local agencies to enter into this MOU includes the applicable Illinois Revised Statutes.

E. MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of regional law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force protection for the Nation's critical infrastructure in the Great Lakes area. The specific objectives of LInX Midwest are to:

1. Integrate specific categories of law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.

2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.

3. Provide the means for the participating agencies to develop analytical products to support law enforcement, force protection, and counterterrorism operational and investigative activities.

4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. LInX is a cooperative partnership of Federal, DoD, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use fields of information from its own records which may be pertinent to LInX members' law enforcement mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.

3. LInX functionality may be enhanced via acquisition and use of commercially available references, public source information, and software applications such as commercial directories, census data, mapping applications, and analytical applications.

4. The LInX database warehouse collection will be resident on servers located at the Alexandria Police Department, Virginia Data Center located at 3600 Wheeler Avenue, Alexandria, VA 22304. The Data Center is a state-of-the-art CJIS approved facility. The warehouse will contain "Sensitive but Unclassified" (SBU) information from the records systems of the MOU parties. All parties to this MOU contributing data to LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only.

5. LInX is not a criminal history system, or a criminal intelligence system governed by the provisions of Title 28, Parts 20 and 23 respectively, of the Code of Federal Regulations.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in LInX. A LInX user may print a record from LInX and retain said copy for a period not to exceed 72 hours to assist with case investigation. At the end of the 72 hour period said user must destroy the copy. No records printed from LInX may be used as part of any investigative case file. A user must obtain an official record and approval from the contributing agency in order to use in an investigative case file.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in "mining" of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s)in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on another party's information, must first obtain the entering party's express permission.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent the totality of all records of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION

1. Each party will contribute information to LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the LInX Governance Board. Only duly constituted law enforcement agencies of a Federal, military, state, county, or local jurisdiction may become a party of LInX.

3. All parties will have access via a secure Internet connection to all the information in LInX, as provided in this MOU and any other applicable agreements that may established for LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access LInX when it has a legitimate, official need to know the information for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose, after receiving training appropriate to this MOU. The system may also be used for training, testing and demonstration purposes for existing and future law enforcement agencies.

6. An accessing party may use information for official matters only. This includes member law enforcement agencies(s) background checks of its own employees or perspective employees. The system cannot be used for mass screening, general licensing and employment purposes, background investigations of federal, state or local employees or any other non-law enforcement purpose.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. Specifically included within this prohibition is the use of information in the preparation of judicial process such as affidavits, warrants, subpoenas, etc.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

> (a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and
>
> (b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU or LInX/DDEx partner system will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX system shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal, State or Commonwealth benefit programs, or to recoup payments or delinquent debts under such Federal, State or Commonwealth benefit programs.

12. LInX includes an audit capability that logs user activity. Each agency will designate a point of contact that shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of it's (and its governmental superiors) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4–11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to LInX. The accessing party is

responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. LIABILITY.

1. LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX-related functions shall not be considered employees of LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. GOVERNANCE.

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, LInX will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The LInX Midwest Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. At the discretion of the Board of Governance Chairperson, a telephone or email poll of Board members may be substituted to resolve any issues. The Board of Governance may also establish any needed committees such as technical, user, and legal.

4. Disagreements among the parties arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of LInX and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. NO RIGHTS IN NON-PARTIES. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

O. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX Governance procedures applicable at the time of joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30

days. A party's participation may also be terminated involuntarily as may be provided in an applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

P. APPENDICES

A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)

B. Points of Contact

C. Governance Provisions (may be added later at the discretion of the Board)

D. Security Policy (may be added later).

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

APPENDIX A - LInX MIDWEST MEMORANDUM OF UNDERSTANDING

PURPOSE: This document effects the joining by the Northbrook Illinois Police Department in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE MIDWEST LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

AUTHORITY: Authority for the Joining Party to enter into this MOU includes: RCW 39.34.

AGREEMENT: The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT: The Joining Party's POC is:

Name and Title: Detective Sergeant Jonathan Salmi
Office Phone: 847-564-2060 Cell:_____ Fax:_____
Address: 1401 Landwehr Road, Northbrook, Illinois 60062
Email/Other: Jonathan.Salmi@northbrook.il.us

COSTS: Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION: This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR JOINING PARTY:

Signature: _____ Date: _____
Name: _____
Title and Agency: _____**Police Department**_____

Signature: _____ Date: _____
Name: _____
Title and Agency: _____**Village Manager**_____

FOR NAVAL CRIMINAL INVESTIGATIVE SERVICE:

Signature: Kris A. Peterson Date: April 30, 2024
Name: Kris A. Peterson
Title and Agency: Division Chief, NCIS

FOR LInX MIDWEST BOARD OF GOVERNANCE:

Signature: Jay Parrott Date: 30 April 2024
Name: Jay Parrott, Chair Midwest Linx
Title and Agency: Chief of Police - Lincolnwood, IL Police Department

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Date: 2024-05-14
Subject: A Resolution Approving an Expenditure for Annual Membership Dues to the Northeastern Illinois Regional Crime Lab (NIRCL) of Vernon Hills, IL

Overview
This resolution approves the expenditure for annual membership fees due to the Northeastern Illinois Regional Crime Lab of Vernon Hills, IL for FY 24/25.

Fiscal Impact
The annual membership fee for FY 24/25 is $54,424. The FY 24/25 Budget has sufficient funds for this payment in Account No. 11-2100-542-00.

Recommendation
Approval.

Background

The Village of Northbrook is a longstanding member agency of the Northern Illinois Regional Crime Lab (NIRCL). The NIRCL is a regional consortium of law enforcement agencies who recognize that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and support of a specialized forensic organization. The members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity. Our continued membership allows the Village to continue to access the forensic services offered by the NIRCL.

The Village of Northbrook has been satisfied with the services of the NIRCL. The Crime Lab performs approximately 200 evidence tests for the Village each year. The testing services provided by the Crime Lab include: fingerprints, DUI kits, sexual assault kits, DNA analysis, and gun analysis. The Crime Lab also destroys guns and other weapons, drugs, and ammunition at our request. As such, the Village Board recently authorized an updated membership agreement via Resolution 23-R-126. The Agreement is attached as Exhibit A.

For these reasons, Police Department staff wish to renew participation in the NIRCL and request that the Village Board approve an expenditure in the amount of $54,424 for the FY 24/25 membership. The FY 24/25 invoice is attached as Exhibit B.

A Resolution Approving an Expenditure for Annual Membership Dues to the Northeastern Illinois Regional Crime Lab (NIRCL) of Vernon Hills, IL.docx
Exhibit A- IGA Northeastern Illinois Crime Lab.pdf
Exhibit B - NIRCL Invoice.pdf

Resolution 2024-

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

A Resolution Approving an Expenditure for Annual Membership Dues to the Northeastern Illinois Regional Crime Lab (NIRCL) of Vernon Hills, IL

is hereby adopted, as follows:

Section 1. Recitals.

The Northeastern Illinois Regional Crime Lab (***"NIRCL"***) is a regional consortium of law enforcement agencies. The Village recognizes that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and support of a specialized forensic organization. The members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity.

The Village Board of Trustees authorized an agreement (***"Agreement"***) for membership in the NIRCL via Resolution 23-R-126. As such, the Village of Northbrook currently participates as a member of the NIRCL and has been satisfied with the services of the NIRCL.

The Agreement requires an annual assessment and maintenance fee to be paid by the member agencies to the NIRCL. Payment of the assessment and maintenance fees allows the Village to continue to access the forensic services offered by the NIRCL. The annual membership fee for FY 24/25 will be $54,424.

Based on these factors, Village staff recommends payment to NIRCL to continue membership. Sufficient funds exist in the Village's FY 24/25 Budget (Account No. 11-2100-542-00) for this expenditure.

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

Section 2. Authorization of an Expenditure.

The Village Manager is hereby authorized to make such payments necessary to NIRCL to continue the Village's membership under the Agreement in an amount not to exceed $54,424 for Fiscal Year 24/25.

ATTEST:

Village President

Village Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENCIES OF THE NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY

THIS AGREEMENT made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Northeastern Illinois Regional Crime Laboratory (hereinafter called the Crime Lab):

WITNESSETH:

WHEREAS, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

WHEREAS, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

WHEREAS, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority;

NOW, THEREFORE, the Members agree as follows:

SECTION 1 – PURPOSE OF AGREEMENT; RECITALS

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members and the Crime Lab.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Forensic Services**: Those services provided by the Crime Lab to a Member pursuant to this Agreement that pertain to the identification, and analysis of physical evidence pursuant to the investigation or prosecution of a crime.
2. **Annual Assessment**: The fee provided for by this agreement to serve as compensation to the Crime Lab to offset the cost of operation. Costs of

operation include any costs incurred by the Crime Lab in the furtherance of its operation including costs for personnel, training, facilities, fixtures, equipment, supplies, and utilities.

An annual assessment shall be levied against all Members in accordance with the duly adopted Constitution and Bylaws of the Crime Lab.

A basic requirement of continued membership under this Agreement is the timely payment of the Annual Assessment and other established fees by the Member.

SECTION 3 – TERM

The initial term of this Agreement shall be for a period commencing on the date of execution of the Agreement by the Chief Executive Officer of the Member and concluding on the Member agency's fiscal year end immediately following such date of execution.

SECTION 4 – ADMINISTRATION AND OPERATIONS

The administration and operation of the Crime Lab shall be in conformance with the precepts set forth in the Constitution and Bylaws of the Crime Lab and any Standard Operating Guidelines established under the authority of those bylaws.

SECTION 5 – SCOPE OF RESPONSE

The Crime Lab shall provide forensic services as outlined in the current scope of accreditation for any official investigation conducted by the law enforcement department of a Member initiated within its corporate boundaries.

In addition to the Scope of Services, the Crime Lab will also aid agencies with the destruction of drugs and firearms. Such destruction will be completed in compliance with the policies set by the Crime Lab.

SECTION 6 – DIRECTION OF PERSONNEL AND EQUIPMENT

The Crime Lab Executive Director shall be responsible for supervising and directing the actions of all Crime Lab personnel and for determining the use of all equipment and resources of the Crime Lab.

SECTION 7 – AUTHORITY OF CRIME LAB PERSONNEL

Each employee of the Crime Lab shall be fully authorized by the Member to perform their official duties pursuant to any official investigation conducted under the terms of this Agreement.

SECTION 8 – REIMBURSEMENT TO CRIME LAB

Members shall be responsible for paying such annual fees, facility occupation and maintenance fees, capital improvement fees, and service fees as may be established from time to time pursuant to the Constitution and Bylaws of the Northeastern Illinois Regional Crime Lab.

SECTION 9 – INDEMNIFICATION

To the greatest extent permissible by law, the Crime Lab shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, insurance, indemnification, and protection of such personnel.

SECTION 10 – EFFECTIVENESS; TERM

This agreement shall be in full force and effect and legally binding on the Crime Lab and the Member as of the date written below. This Agreement shall automatically renew for a period of twelve (12) months on the first day of the subsequent fiscal year of the member agency immediately following such effective date, and each first day of the subsequent fiscal year of the member agency thereafter for a like period of twelve (12) months.

SECTION 11 – AMENDMENTS

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any proposed amendment shall not be effective until adopted and approved by the corporate authorities of each Member.

SECTION 12 – TERMINATION

The Member may terminate this Agreement by resolution of its corporate authorities. Certified copies of any such terminating resolution shall be filed with the Executive Director of the Crime Lab and the President of its Executive Board within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Members.

Termination shall not be effective, however, until ninety (90) days after filing of certified copies to the Executive Director and President of the Executive Board. Moreover, notwithstanding such termination, a terminating Member shall remain liable and responsible for paying all fees for services provided by the Crime Lab prior to the effective date of such termination.

Further, a terminating Member shall not be entitled to any refund or return, in whole or in part, of fees or assessments paid by such Member prior to the effective date of such termination nor shall the terminating Member be entitled to receive or hold any interest in any equipment or other assets or interests of the Crime Lab.

Member Agency: Village of Northbrook

IN WITNESS THEREOF, this Agreement has been duly executed this 2nd day of May, 2024.

For the Northeastern Illinois Regional Crime Laboratory

By: _____
NIRCL President
Michael Sinno

By: _____
Chief Executive Officer of Member Agency

Village of Northbrook
Member Agency Name

05/01/2024
Date Fiscal Year Begins for Member Agency

Attest: _____
Village Clerk

05/02/2024
Date

Northeastern IL Regional Crime Lab

905 E. Orchard Street, Mundelein, IL 60060
Phone: 847-362-0676 Fax: 847-362-0712

INVOICE

Invoice Number: 319
Invoice Date: 04/01/2024

Bill To:

Northbrook Police Department
1401 Landwehr Road
Northbrook, IL 60062

Customer ID	Payment Terms	Due Date
Northbrook	Net 30	05/01/2024

Description	Amount
Membership Assessment FY	$ 51,424.00
Maintenance Agreement FY	$ 3,000.00
Invoice Total:	$ **54,424.00**

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Fire Chief David Schweihs
Date: 2024-05-14
Subject: A Resolution Authorizing the Purchase of Contractual Services from Industrial/Organizational (IO) Solutions

Overview
The Fire Department's current Captain Eligibility List will expire on January 30, 2025 and use of an outside vendor to support the promotional exam process is required.

Fiscal Impact
Fire Department staff recommends the purchase of contractual services from the vendor in the not to exceed amount of $27,670. Sufficient funds exist in Account #11-3100-554-00 for this expenditure.

Recommendation
Approval.

Background

The FY 2024/25 Annual Budget includes $32,200 in account 11-3100-554-00 for promotional and entry level testing in the Fire Department. The Final Captain Eligibility List expires January 30, 2025 and the Village's Board of Fire and Police Commission will be required to establish a new Register of Eligible candidates for the position of Fire Captain.

The Captain promotional exam process is governed by the Northbrook Professional Firefighters Collective Bargaining Agreement (CBA), Articles 6.05-6.08. Furthermore, the process is conducted in accordance with the Fire Department Promotional Act (Public Act 09 3-0411, 50 ILCS 742).

Industrial/Organizational (IO) Solutions of Oak Brook, IL (Vendor) has previously provided services to the Police and Fire Departments for entry level and promotional exams, and the Village has been satisfied with their services. Currently, the Vendor is contracted to conduct our 2024 firefighter entry level exam, which is a combined exam with the Winnetka Fire

Department.

Below is a history of services provided by the Vendor to the Fire Department. Continuing to use the Vendor's services will provide consistency and predictability within the promotional process for our members.

YEAR	TYPE OF EXAM	EXAM DESCRIPTION
2013	Captain promotional exam	Standard written exam and custom assessment center
2014	Lieutenant promotional exam	Standard written exam and custom assessment center
2016	Captain promotional exam	Custom written exam and custom assessment center
2016	Firefighter entry level exam	Standard written exam
2018	Firefighter entry level exam	Standard written exam
2019	Captain promotional exam	Custom written exam and custom assessment center
2020	Lieutenant promotional exam	Standard written exam and custom assessment center
2020	Regular Engineer Driver exam	Custom written exam
2020	Firefighter entry level exam	Standard written exam
2021	Captain Promotional Exam	Custom written exam and custom assessment center
2022	Firefighter entry level exam	Standard written exam
2023	Lieutenant promotional exam	Standard written exam and custom assessment center
2023	Regular Engineer Driver exam	Custom written exam
2024	Firefighter entry level exam	Standard written exam

Based on the necessity to conduct a Captain promotional process, Fire Department staff recommends the purchase of contractual services from the Vendor in the not to exceed amount of $27,670. Sufficient funds exist in Account #11-3100-554-00 for this expenditure.

Staff will be present at the May 14 meeting to answer any questions that may arise.

A Resolution Authorizing the Purchase of Contractual Services from Industrial Organizational (IO) Solutions.docx
Exhibit A - IO Solutions Quote - 2025 Captain Exam.pdf

Resolution _____

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

A Resolution Authorizing the Purchase of Contractual Services from Industrial/Organizational (IO) Solutions

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2024/25 annual budget includes sufficient funds under Account No. 11-3100-554-00 for the purchase of contractual services to provide a Captain promotional exam from Industrial/Organizational (IO) Solutions of Oak Brook, IL ("***Vendor***").

The Fire Department's current Captain Eligibility List will expire on January 30, 2025.

In the past, the Vendor has provided services to the Fire Department for firefighter entry level and promotional exams, including the past two Captain promotional exams. Overall, the Fire Department has been satisfied with the services provided by the Vendor. Currently, the Vendor is being contracted to conduct the Village's 2024 firefighter entry level exam which is a combined exam with the Winnetka Fire Department. Continuing to use the Vendor's services will provide consistency and predictability within the promotional process for our staff.

Based on the need to conduct a Captain promotional process in FY 2024/25, Fire Department staff recommends the purchase of contractual services from the Vendor in the not to exceed amount of $27,670 ("***Agreement***").

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

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete procurement of the services from the Vendor in accordance with the schedule of prices submitted by the Vendor which is attached to, and by this reference made a part of, this Resolution as ***Exhibit A***, and in an amount not to exceed $27,670.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

Village President

Village Clerk

Northbrook Custom Captain Exam and Assessment

Estimate based on 9 or less candidates

Project Step	*Consultant Hrs.*	*Consulting Assoc. Hrs.*	*Tech. Wrtr. Hrs*	*Admin. Hrs.*	*Cost*
Written Job Knowledge Examination	***8***	***19***	***50***	***2***	**$8,605**
Work with SMEs to develop an examination plan that is linked to the job description, and select appropriate knowledge sources.	4				
Draft 100 multiple choice questions based on exam plan.	4		50		
Review questions to assess job-relatedness and difficulty (with SME if permitted). Finalize 100 questions and establish appropriate cut-off score.		8			
Administer exam on-site.		5			
Score exam.		1		2	
Assist in designing/coordinating appeals process and respond to candidate appeals.		5			
Assessment Center Development	***46***	***27***	***0***	***4***	**$13,845**
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	33	6			
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3				
Develop efficient assessment schedule and coordinate needs for assessment site.	1				
Recruit assessors (estimated 9 assessors to create 3 panels)		6			
Administer the assessment center (estimated no more than 9 candidates: 1 day, 2 staff)	8	8			
Compile assessment scores and conduct quality controls.	1	3			
Develop candidate feedback reports.		4		4	
Virtual Candidate Orientation Presentation	***4***	***0***	***0***	***0***	**$920**
Prepare and deliver a candidate preparation/orientation presentation.	4				
Project Expenses					**$4,300**
Assessor per diem (9 assessors @ $425/day)		$3,825			
Actor cost (1 actor for 1 day)		$400			
Administrative costs (shipping, freight, printing)		$75			
TOTAL PROJECT INVESTMENT					**$27,670**

Schedule of Hourly Rates - IOS 2023

Category	*Rate*
Consultant/Industrial Psychologist	$230/hour
Consulting Associate	$115/hour
Technical Writer	$90/hour
Administrative Assistant	$40/hour

Project Notes

Client will be responsible for providing a suitable site at which to conduct exams and assessment and for lunch/refreshments on the day of the assessment.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2024-05-14
Subject: A Resolution Authorizing the Execution of a Contract for Renovation Work at Village Hall with Leopardo Companies, Inc. of Chicago, Illinois

Overview
This resolution authorizes the approval of a contract for millwork and the replacement of carpet, paint and window treatments within areas of Village Hall with Leopardo Companies, Inc. of Chicago, Illinois.

Fiscal Impact
The Adopted FY 24/25 Budget provides funding in Account Number 11-4100-703-00 (Building and Permanent Improvements) to complete this work.

Recommendation
Approval.

Background

The Village Hall is a public building housing a majority of public meetings as well as several Village Departments which can experience high traffic from customers, internal and public meeting attendees with an average 55 Village employees working at the facility. Since being built over 30 years ago, there have been some renovations and space changes over the years - the last occurring in 2008. However, there has also been no established process for smaller improvements or standardized furniture. The Village recognizes that sometimes cosmetic improvements such as new flooring, fresh paint and newer furniture can go a long way as far as the identity for the public, staff, and prospective employees.

Staff worked with FGM Architects, Inc. of Oak Brook, Illinois on developing a standardized interior design pallet to use when Village Hall spaces need remodeling or renovation. This pallet was used in the emergency Finance Department remodeling following the broken sprinkler pipe. Leopardo Companies Inc. of Chicago, Illinois was the contractor that performed that work.

The work under this contract was delayed due to the emergency Finance Department work.

This work will occur on the first floor of Village Hall, and includes renovation to a current conference room (millwork, carpet, paint and window treatments) and will allow for adequate and efficient storage of permanent records maintained by the Village Clerk in the Village Manager's Office. A second office will be renovated as well.

The Village's Fiscal Year 2024/2025 budget includes sufficient funds in Account No. 11-4100-703-00 to cover the proposed $77,100 for Leopardo Companies Inc. to complete the work.

Staff will be present at the May 14, 2024 Regular Board of Trustees meeting to answer any questions that may arise.

A Resolution Authorizing the Execution of a Contract for Renovation Work at Village Hall with Leopardo Companies, Inc. of Chicago, Illinois.docx
Exhibit A - Cost Proposal.pdf

Resolution 2024-XXXX

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

A Resolution Authorizing the Execution of a Contract for Renovation Work at Village Hall with Leopardo Companies, Inc. of Chicago, Illinois

is hereby adopted, as follows:

Section 1. RECITALS.

The Village Hall is a high profile facility which many would identify as the centerpiece of the Village government. Since being built over 30 years ago, there have been some renovations and space changes over the years. The Village recognizes that sometimes cosmetic improvements such as new flooring, fresh paint and newer furniture can go along way as far as the identity for the public, staff and prospective employees.

Within Village Hall, it was identified that renovation to a current conference room to provide adequate and efficient storage of permanent records maintained by the Village Clerk in the Village Manager's Office is necessary. In addition to this space being renovated, another office was identified which will be painted and have new carpet installed as well ("***Renovation Work***").

Leopardo Companies, Inc. of Chicago, Illinois' ("***Contractor***") services are available through a joint purchasing job order contracting program which is available to education agencies, governmental agencies, and healthcare among other sectors. The Contractor provided a quote for the Renovation Work in the amount of $77,100 ("***Contract***").

The Village's Fiscal Year 2024/25 Budget contains sufficient funds for the Renovation Work in Account No. 11-4100-703-00 (Building and Permanent Improvements) to complete this work.

Based on these factors, Village staff recommends entering into the Contract between the Village and the Contractor for the Renovation work at Village Hall.

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

Section 2. Approval of Contract.

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

Section 3. Authorization to Execute Contract.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least five original copies

of the Contract executed by the Contractor and compliance by the Contractor with all required conditions for closing include the delivery of bonds and insurance certificates.

Section 4. Authorization to Execute Change Orders.

The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in the amount of $7,700, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

Adopted:

ATTEST:

Village President

Village Clerk

May 1, 2024

Brian Anderson
Village of Northbrook
1225 Cedar Lane,
Northbrook, IL 60062

Re: Budget Letter
Village of Northbrook Village Managers Office Renovations

Mr. Anderson,

Thank you for the opportunity to present this letter of proposal for construction services from Leopardo Companies, Inc. Below you will find a brief description of the project's scope and a lump sum price for the work.

Demo - $15,000.00

- Remove and dispose of all existing casework as required.

Casework - $24,000.00

- Furnish and install all new casework (Bookcases and Mailboxes) as specified.

Flooring - $8,100.00

- Remove and dispose of existing flooring.
- Furnish and install new carpet as required.

Painting - $22,000.00

- Provide (1) coat of paint to all walls as required.

Blinds - $8,000.00

- Remove and replace (3) window treatments as specified in project documents.

Clarifications:

- All finishes are based on FGMA selections provided.
- Excludes any abatement or removal of hazardous materials.
- Excludes any overtime or premium time. This proposal is based on normal working hours.
- Excludes any costs associated with procuring a building permit and/or permit drawings.
- Excludes any unforeseen conditions that may arise.

Total Budgeted Value for the above Scope of Work: $77,100.00

Regards,
Ben Maust

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Development and Planning Services Department Jonathan Mendel
Date: 2024-05-14
Subject: Preliminary Review of a Zoning Relief request for Chicago Car Loft for a Motor Vehicle Dealer with an Open Sales Lot at 3670 Commercial Avenue

Overview

The Applicant requests a special permit and site plan approval for a car dealership with outdoor storage of vehicles. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

Fiscal Impact

N/A.

Recommendation

The Board is asked to comment on the proposal and approve a motion that the public hearing is conducted by the Plan Commission.

Background

On May 14, 2024, the Board of Trustees will conduct a preliminary review of an application filed by Kredox Inc. d/b/a Chicago Car Loft (the “Applicant”) as tenant, of a property commonly known as 3670 Commercial Avenue (the “Subject Property”), which is owned by Michael Purdy (the “Owner”). The Applicant is requesting a special permit to allow a used auto dealership with outdoor display of vehicles for sale on the Subject Property.

The Subject Property:

- is located on the northeast corner of Commercial Avenue and Era Drive;
- is approximately 48,900 square feet in size and improved with an industrial building (6,200 square feet);
- is zoned I-1 Restricted Industrial District;
- the Comprehensive Plan’s Future Land Use designation is General Industrial, Warehouse, and Office;
- the surrounding properties zoning and land uses are depicted on the attached Application Summary;

- is not located within the 100-year flood plain; and
- is not located in proximity to any areas identified in the Master Stormwater Management Plan.
- The Master Bicycle and Pedestrian Plan designates Commercial Avenue, north of the Subject Property as identified for a conventional bike lane (signage and striping to delineate the right-of-way assigned to bicyclists and motorists).

BACKGROUND

- The Subject Property is a two-tenant industrial building. The Applicant, Chicago Car Loft, a used automobile dealership is an existing tenant in the eastern portion of the building. The other half of the building is occupied by an electrical contractor business.
- In May 2012, the Applicant was granted zoning approval for a used auto dealership without open sales lot as a permitted use with all vehicle storage to be inside the building. The Applicant was found to be in violation of their approval in October 2012. The violation was corrected and issue was resolved at that time.
- In August 2023, upon receiving a complaint for the property, staff conducted an inspection and found zoning code violations such as non-conforming use (outdoor open sales lot for used cars), restricting parking lot drive aisles with stored cars, and not maintaining the minimum required off-street parking for the property per code. The Applicant had been issued a citation for the non-compliant use and was undergoing the adjudication process. Currently, all violations have been addressed and the case has been dismissed. The Subject Property is in compliance with the Zoning Code and a current site photo from April 19, 2024, showing compliance is attached.
- The Applicant would like to continue operation of the business with outdoor display of cars on the site, and is therefore, requesting a special permit for the use. A Motor Vehicle Dealer with Open Sales Lot (SIC No. 5510.02) requires a special permit in the I-1 District per the Zoning Code.

PROPOSED PLAN

- The Applicant, as stated earlier has been operating a used retail and wholesale auto dealership on the Subject Property since 2012. The Applicant wants to continue operations at this location and store cars outdoor for display on the Subject Property. A Motor Vehicle Dealership with Open Sales Lot is a special permit in the I-1 District. The property owner has granted approval for the request on the Subject Property. Additional details regarding the proposed request are outlined in the attached material submitted by the Applicant.
- The Applicant's tenant space is occupied by a small office and a warehouse for storage of 24 cars. An additional 58 cars would be stored outdoors on the site. The outdoor storage area will be limited to the parking lot area north (rear) and east of the building in the alley. The outdoor cars will be screened by a chain link fence with slats. The location of the proposed auto storage area and fence is depicted on the attached site plan.
- There are 23 parking spaces available for general vehicle parking on the property (also depicted on the site plan). Based on the Zoning Code off-street parking requirements of the property, 20 parking spaces are required for both uses in the building. Therefore, parking will be in compliance with the code. There is no street parking on Commercial Avenue and Era Drive has no parking on east side of the street.

- The Applicant has proposed minor exterior site work, which would replace a portion of the concrete walk in front of the Subject Property. A site work permit will be required for the proposed work. There are no changes proposed to the building.
- Proposed hours of operation:
    - Monday through Friday: 9:00am to 8:00pm
    - Saturday: 9:00am to 7:00pm
    - Sunday: closed
- The facility will be staffed by a total of two employees.
- There is a ground sign for the business on Commercial Avenue. The Applicant has not provided any new signage related information at this time. If the Applicant will install a new sign, it will be required to comply with the Zoning Code and will require a sign permit.

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal can be found in the attached Sustainability Addendum, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

ZONING RELIEF

- Special Permit for Motor Vehicle Dealers (New & Used) With Open Sales Lots in the I-1 district (SIC No. 5510.02).

Off-Street Parking is in compliance with the requirements of the Zoning Code. The vehicles would be displayed in a designated area in the existing parking lot, separate from the required parking spaces.

During the review of a formal application by the Applicant, additional relief maybe identified upon detailed review.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

- Is the use with outdoor display of motor vehicles appropriate on the Subject Property?
- If the use is appropriate, should a special permit be granted for a motor vehicles dealer with open sales lot on the Subject Property?
    1. If so, should there be any operational limitations?
    2. Is the proposed outdoor storing and stacking of cars screened with a slatted chain link fence adequate?
- Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

The Applicant and staff will attend the May 14, 2024 Board of Trustees meeting to answer any questions.

Exhibit A - 3670 Commercial - Applicant Submittal.pdf
Exhibit B - 3670 Commercial - Application Summary, Aerials, Site Photos.pdf
Exhibit C - 3670 Commercial - Sustainability Addendum.pdf
Exhibit D - 3670 Commercial - BOT 5-14-24.pdf

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: Michael Purdy

Primary Contact: Michael Purdy
Address 100 North Field Dr Ste 340
City, State, Zip Lake Forest IL 60045
Phone No. (312)520-1673 (847)615-0677
Email purdym@stifel.com

Applicant Information

Legal Name Kredox inc dba Chicago Car Loft

Primary Contact: Paul Milyutin
Company Chicago Car Loft
Address 3670 Commercial Ave
City, State, Zip Northbrook IL 60062
Phone No. (312)857-3363, (847)373-1107
Email sales@chicagocarloft.com

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

Site Location/Address: 3670 Commercial Ave, Northbrook IL 60062
Size of Property: 48,900 sq. ft. 220' x 220' (square feet/acres)
Size of Building Space, if applicable: 6200 Sq. ft (square feet)
Current Zoning[1]: Industrial I1 Restricted Industrial
Current Use of the Property: Retail & Wholesale of used vehicles, online sales

[1] www.northbrook.il.us/zoningmap

OVER →

Gmail purdym@stifel.com

99+
Mail
Chat
Meet

Compose

Inbox 395
Starred
Snoozed
Important
Sent
Drafts 552
Categories
More

Labels

Misc
Notes
Priority

Plat of Survey

External Inbox ×

Michael Purdy <mcpurdy3@gmail.com>
to me

Hi Paul,
Attached is the survey you requested.
Your email asked that I compose a note for your meeting with the Village of Northbrook.

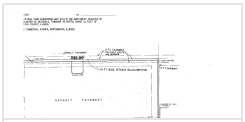
I do not have a problem with what you have been doing and are requesting from the village as long as it is within the existing

Please reach out if you have any further questions or concerns.

Thanks,
Mike

Michael Purdy - General Partner
on behalf of the Galvani Family limited partnership
Cell 312-520-1673
mcpurdy3@gmail.com
Purdym@stifel.com

One attachment • Scanned by Gmail



PDF **Deerfield Elec Pla.**

Paul Milyutin <sales@chicagocarloft.com>
to Michael

This is great, thank you Mike!

Hopefully this is all I need from you from now and won't have to bother you again about this.

p.s. also, let me know what your thoughts are on the sidewalk in the front of the building. Thank you and have a great night!

--
Respectfully,

Paul Milyutin,

CHICAGO CARLOFT
quality used car sales

3670 Commercial Ave ,
Northbrook IL 60062
(312) 857-3369
www.chicagocarloft.com

Date: 02/08/2024

TO: the Village of Northbrook

Dear Sirs,

Chicago Car Loft (legal name Kredox Inc) is located in the Sky Harbor commercial business park at 3670 Commercial Ave, Northbrook IL 60062. We have been leasing a larger half of the building and adjacent back lot since 2012 and have never caused any problems or issues with our neighbors or the Village. If any minor issues ever arose in the past, we quickly took care of them to be in compliance. It has been brought to our attention that we are in violation of a few ordinances that ultimately require a variation to be obtained and a re-classification of the business use because of the number of cars we have on the property. As a result, we'd like to apply for a zoning relief and re-classification of our business license to work out a solution in order to be in compliance with the Village Zoning code. We have already taken care of a couple of violations that were within our capacity to resolve quickly and did not require filing any documentation such as sidewalk obstruction etc.

Chicago Car Loft is a both a retail and wholesale operation that specializes in used vehicle sales online. We use the warehouse and backlot for the cars we sell. Since we primarily advertise and sell online, the foot traffic we have is very minimal and the majority of our customers schedule appointments if they wish to come in to check out a car. Appointments usually last anywhere from 15 min to 1 hour and the vast majority of them happen from 5pm to 8pm. The process is thus streamlined to allow for much control of how many visitors/customers we have at any given time, as we strive to do everything by appointment. Customers themselves prefer to be in and out as quickly as possible to move on to other things. Concurrently, when cars are sold wholesale they are simply picked up by transportation companies to be sent to their designated destination, whether it be an auction or a third party, in-state or out-of-state. In those instances, cars are simply sold online, no one physically visits the dealership to check them out prior to sale. This process is later completed at the auction's physical location and never at the dealership.

There are only 2 people working at Chicago Car Loft at the moment and the same goes for Deerfield Electric (a company next door), only 2 people there now - Mario and his secretary Lilly. Our business hours are Mon-Fri 9am-8pm, Sat 9am-7pm and closed on Sundays. There are 12 parking spots in the back of the building on our side of the property and 8 parking spots on the side of Deerfield Electric, a company next door (Mario Galvani is the owner of Deerfield Electric and property owner, Mike Purdy (Galvani), is his nephew). There are also 15 parking

3670 Commercial Ave ,
Northbrook IL 60062
(312) 857-3369
www.chicagocarloft.com

spaces on the West Side of the building and 8-12 are almost always available for parking at any given moment.

Incidentally, we use and have a need to use all 12 designated parking spaces in the back of the building and have a few cars on the east side of the building, a total of 7 in the east alley. Our establishment does not have a high or even moderate volume of walk-in customers, therefore no need for that many designated parking spots. We also resolved this issue with the Fire Department as they wanted to have constant access to the fire hose spigots located on the east side of the building so we scaled back and removed a required number of cars to allow for proper access. We also complied with the Fire Department's request to reduce a number of cars in the warehouse to allow proper egress throughout the warehouse. Doing this increased the number of cars out in the backlot by 6 units. This had never come up as an issue during routine yearly inspections until last year when a new fire inspector came out and inspected the property. As mentioned above, we made adjustments and took care of these issues with the Village of Northbrook Fire Department.

The typical size of our inventory is 82 cars. Our current size of the inventory pretty much guarantees that we survive as a business on tight margins in the current used car market. Drastically reducing inventory will have a detrimental effect on our gross margins and may lead to significant losses and eventually, closure.

In light of the above, we'd like to obtain a Special Permit, a variation from the Zoning Board of Appeals, a relief/reclassification of our business license use to allow to store 82 cars on site. Out of 82 cars, 24 cars are stored in tandem (row consisting of 12, directly in the back of the warehouse), 3 cars parked alongside the building in the back and 4 in the alley next to them.

Customer parking is not a concern, there is ample parking for our customers in the back of the building as this is where we prefer them to park when they visit, because, as stated earlier, most appointments happen after 5pm and it's already dark out at that hour and since the backlot is brightly lit, it just makes it a much better and safer experience for our customers as they check out vehicles they took interest in. Some of our customers actually park on the street across the building because again, appointments usually last 15 minutes to an hour.

In conclusion, we'd like to emphasize the fact that customer parking is never an issue here since there is always ample parking on every side of the property, we typically do not have much foot traffic due to the nature of our business and all customer appointments are coordinated very well.

On a side note, we would also like to install a concrete walk on our side of the building in the front. We currently have a concrete block walk that deteriorated and needs to be either repaired

or replaced. The property owner is aware and does not object to proposed improvement. Also, he is aware and does not object to a reclassification of business use by Chicago Car Loft and we are attaching an email from him stating no objection. You can certainly communicate with him in that regard.

Thank you for your consideration and please do not hesitate to contact me if you have any questions or concerns.

Respectfully,

Paul Milyutin,

Chicago Car Loft
Tel: (312) 857-3369
Direct: (847) 373-1107
E-mail: sales@chicagocarloft.com

3670 Commercial Ave
Northbrook, IL 60062

Archived: Tuesday, March 26, 2024 9:36:49 AM
From: Paul Milyutin
Sent: Friday, March 15, 2024 5:15:20 PM
To: Pandey, Swati; Kohlstedt, Michaela
Subject: Re: 3670 Commercial - CHICAGO CAR LOFT
Response requested: Yes
Importance: Normal
Attachments:
SITE PLAN SKETCH_82 CARS_23 AVAILABLE PARKING SPOTS.pdf

Hi Swati,

here is the revised site plan for 82 cars, I think this would be a more suitable number. As far as the fence is concerned, I think a 6 or 8 ft metallic clear chain link fence would suffice. Do you know if there are any special requirements for the fence? I just observed what some of the properties around here have and just would go with something like that.

Thanks

On Wed, Mar 13, 2024 at 3:37 PM Pandey, Swati <Swati.Pandey@northbrook.il.us> wrote:

> Paul,
>
> Please update the proposed site plan and respond with the following information:
>
> - Show/mark the available general parking spaces on the site plan. I need the number of parking spaces available on the property besides what you are dedicating for outdoor storage of cars. Since the site plan has no marking, it is hard to determine available parking. [Please note if you proceed later to a public hearing after the preliminary review, an architectural site plan showing existing and proposed conditions of the site will be required.]
>
> - Mark up the plan to show the screening fence for the outdoor automobile storage area. Label the plan with the type, height, and material of the screening fence.
>
> - Confirm that the plan proposes 67 outdoor and 24 indoor cars storage on the property.
>
> Please submit a revised site plan as a pdf via email by **Friday, March 15**. Give me a call if you have any questions. Thanks!
>
> **Swati Pandey, AICP**

Archived: Monday, April 1, 2024 1:33:08 PM
From: Paul Milyutin
Sent: Monday, April 1, 2024 11:08:20 AM
To: Pandey, Swati
Subject: Re: 3670 Commercial - CHICAGO CAR LOFT
Importance: Normal

Hi Swati,

yes if it's required. I don't mind install with the slats

Thanks

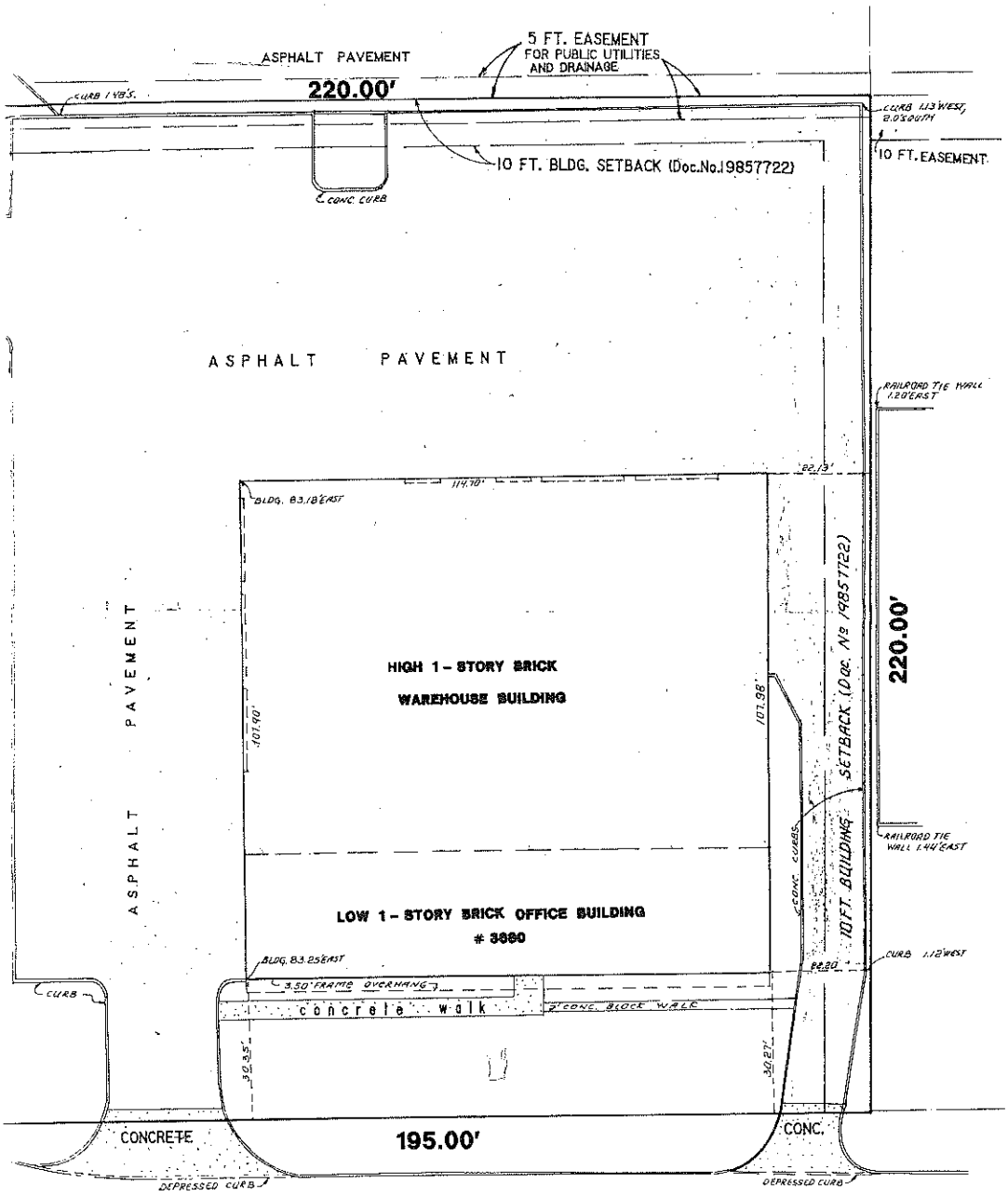
Sent from my iPhone

> On Apr 1, 2024, at 10:45 AM, Pandey, Swati <Swati.Pandey@northbrook.il.us> wrote:
>
> Paul,
>
> Please confirm that the chainlink fence would maintain slats to achieve complete screening for the outdoor storage area. Let me know by 2:00pm today (4/1). Thanks!
>
> **Swati Pandey, AICP**
> **Senior Planner** | Village of Northbrook
> Development & Planning Services
> 1225 Cedar Lane | Northbrook, IL 60062
> 847-664-4052
> <image001.png>
> <image002.png>
> <image003.png>
> <image004.png>
> <image005.png>
>
> ---
>
> **From:** Paul Milyutin <sales@chicagocarloft.com>
> **Sent:** Friday, March 15, 2024 5:15 PM
> **To:** Pandey, Swati <Swati.Pandey@northbrook.il.us>; Kohlstedt, Michaela <Michaela.Kohlstedt@northbrook.il.us>
> **Subject:** Re: 3670 Commercial - CHICAGO CAR LOFT
>
> Hi Swati,

(SHIP_ FOR _____

USTRIAL PARK SUBDIVISION UNIT NO.3 IN THE NORTHWEST QUARTER OF
QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF
COOK COUNTY, ILLINOIS.

) COMMERCIAL AVENUE, NORTHBROOK, ILLINOIS.

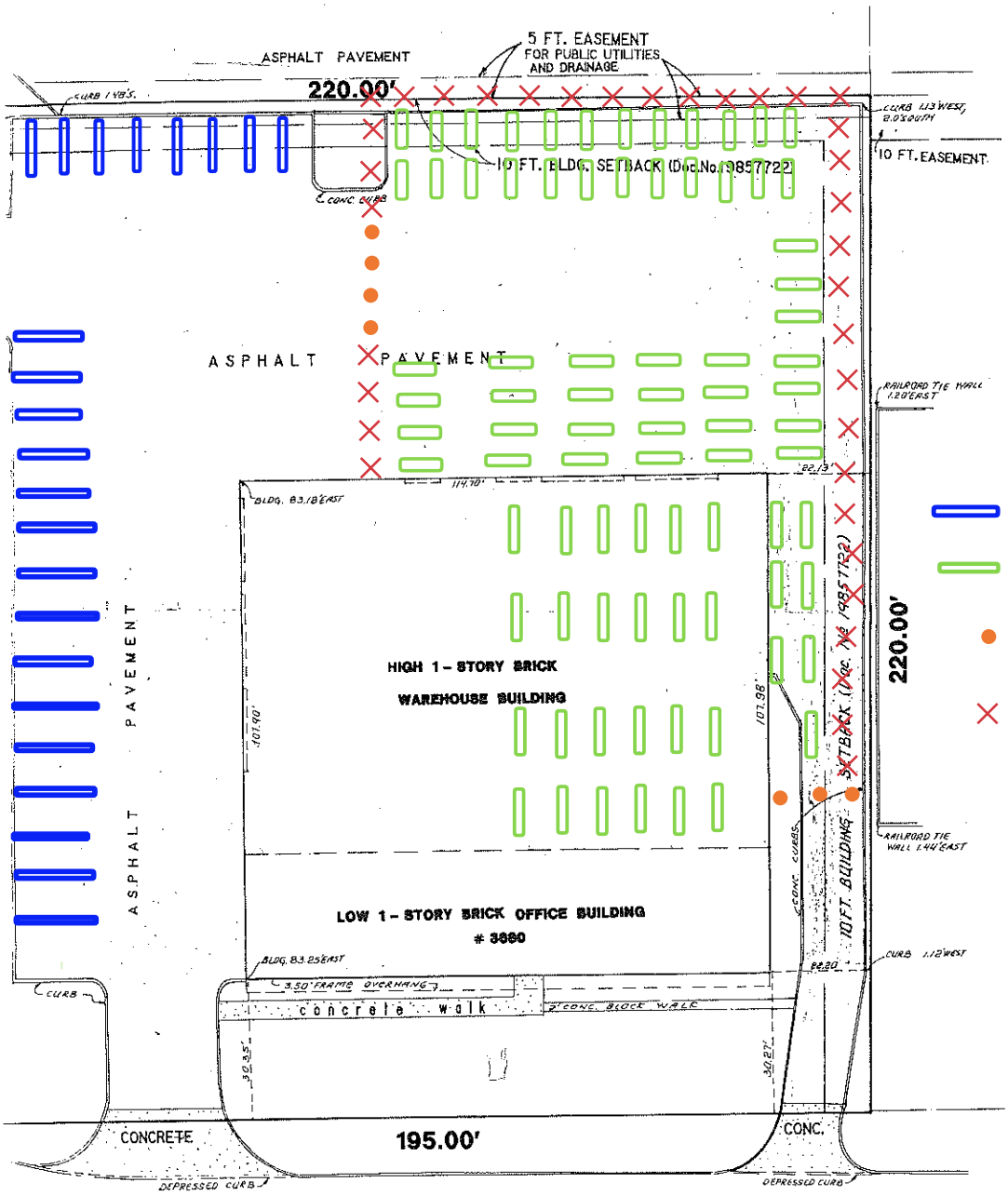


COMMERCIAL (37.10' CONCRETE PAVEMENT) **AVENUE**

(SHIP_ FOR _____

USTRIAL PARK SUBDIVISION UNIT NO.3 IN THE NORTHWEST QUARTER OF
QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF
COOK COUNTY, ILLINOIS.

) COMMERCIAL AVENUE, NORTHBROOK, ILLINOIS.

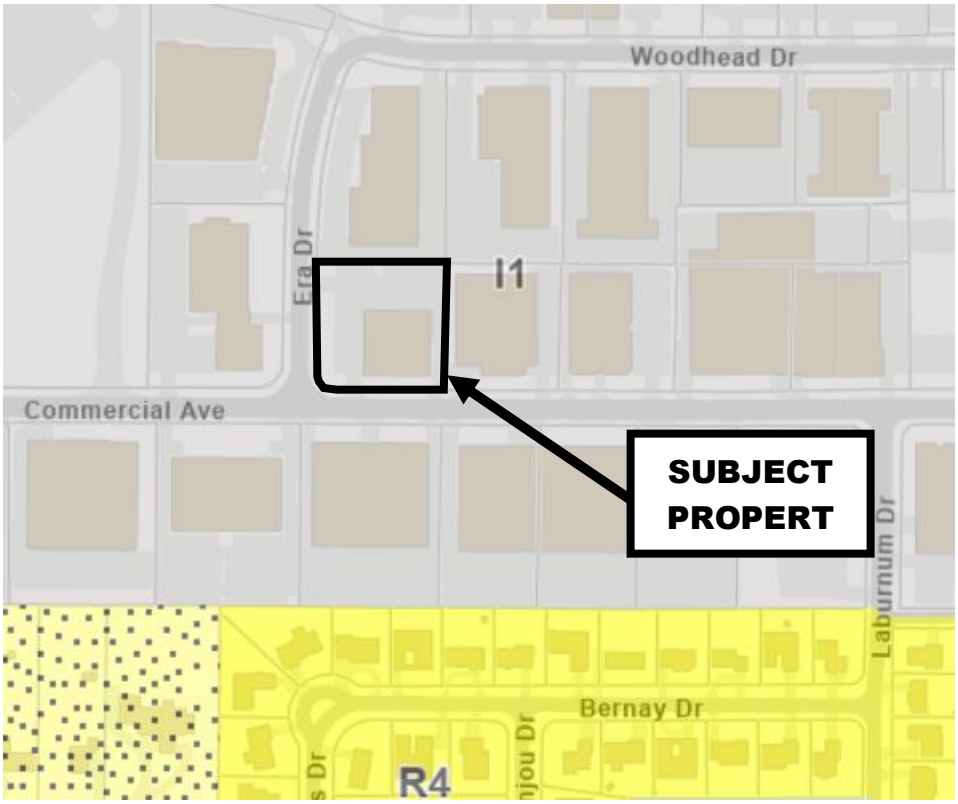


- 23 available parking spots
- 82 cars
- gate / fence
- chain link fence screen, if absolutely necessary

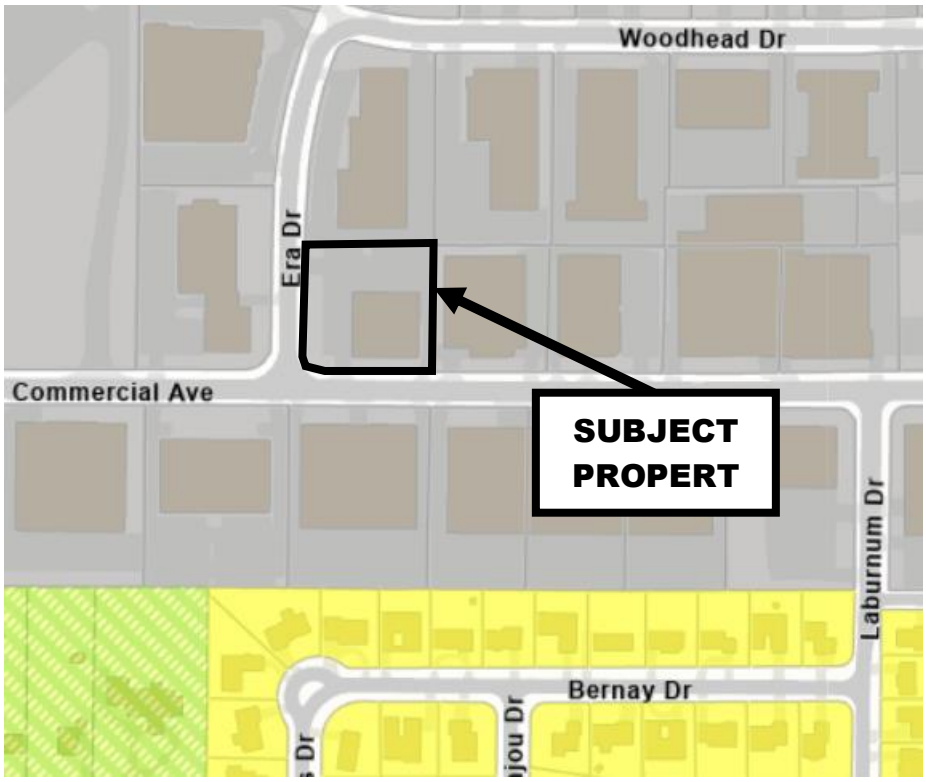
PRELIMINARY REVIEW
PRE-24-04: 3670 COMMERCIAL AVENUE
APPLICATION SUMMARY

Applicant:	Kredox Inc. d/b/a Chicago Car Loft
Site Location:	3670 Commercial Avenue
Requested Action:	Special Permit for Motor Vehicle Dealers (New & Used) With Open Sales Lots (SIC No. 5510.02)
Proposal:	Chicago Car Loft is requesting a special permit for a used car dealership with outdoor display for cars.
Existing Zoning & Land Use:	I-1 Restricted Industrial; warehouse & office
Surrounding Zoning & Land Use:	North: I-1 Restricted Industrial; industrial uses South: I-1 Restricted Industrial; industrial uses East: I-1 Restricted Industrial; industrial uses West: I-1 Restricted Industrial; industrial uses
Comprehensive Plan Designation:	General Industrial, Warehouse and Office

ZONING MAP



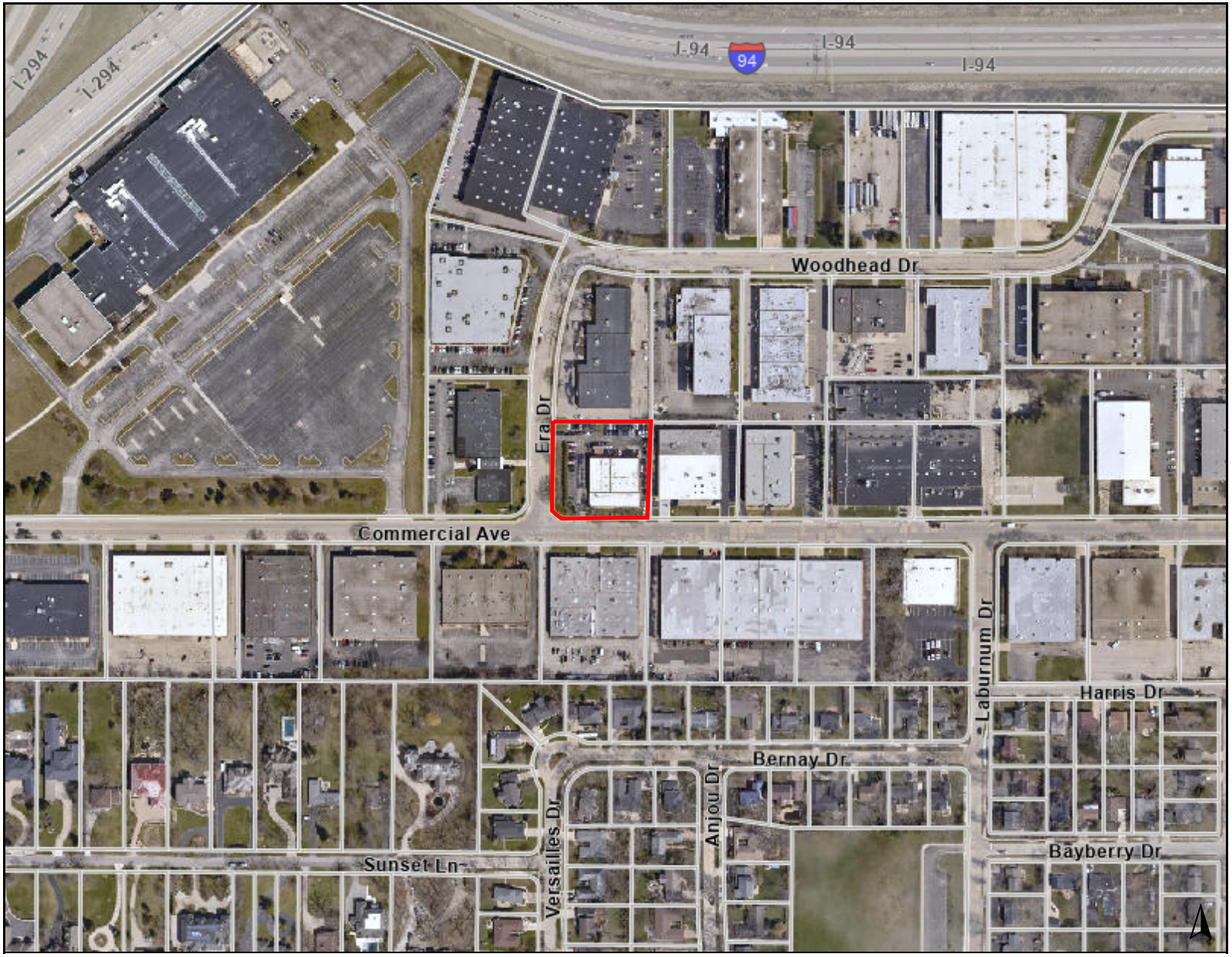
COMPREHENSIVE PLAN MAP



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
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area

GISConsortium | 3670 Commercial



Legend

0 500 1000 ft

Print Date: 3/27/2024

Notes

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GISConsortium | 3670 Commercial



Legend

0 100 200 ft

Print Date: 3/27/2024

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Commercial Avenue



Era Drive


03/28/2024 12:27


03/28/2024 12:28


03/28/2024 12:31


03/28/2024 12:30


Rear Parking Lot
From Era Drive looking east
04/19/2024 10:19

MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Kate Carney, Sustainability Coordinator
cc: Swati Pandey, Senior Planner
Date: March 28, 2024
Subject: PRE-24-04: 3670 Commercial – Car Dealership – Sustainability Addendum to Staff Report

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

TRANSPORTATION AND LAND USE
In the Transportation and Land Use section of the CAP, recommendations are made to enhance active mobility and fossil fuel-free transit:

TL 5-2 Consider including wiring capacity to charge electric vehicles.

BUILDING AND ENERGY
The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 5- 1 Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

BE 8- 1 Provide interior LED lighting development-wide if possible. Promote and distribute education and information to residents on advantages of and options for LED technology. In addition to energy cost savings, maintenance costs are greatly reduced.

WASTE MANAGEMENT
The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 2- 7 Consider recycling and compost collection services.

WATER AND WASTEWATER
In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

WW 2- 1 Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces or water containment mats, pretreatment unit and biodegradable detergents to reduce impact from car washing activities) as appropriate.

WW 3- 3 The Climate Action Plan states: Reduce or offset impervious surfaces where possible, and use lighter colored pavements and building materials to lessen the impact of urban heat island effect.

GREENSPACE AND ECOSYSTEM HEALTH
The Plan's Greenspace category includes the following for expansion of tree canopy coverage, transforming

beneficial lawns, and mitigation of heat island impacts:

GS 1- 12 Promote diversity of native tree cover and performance-based tree island within parking lots with goals on percentage of pavement shaded. Consider a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings in any new landscaping.

GS 2- 5 Consider including exterior lighting design a policy to protect native plants, species, biodiversity, and improve night sky quality.

May 14, 2024

3670 Commercial Avenue: Auto Dealer with Open Sales Lot – Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

Zoning Relief Process

1

- **Preliminary Review of Sketch Plan by Board of Trustees**
  - The Board reviews schematic plans of the proposal.
  - The Board of Trustees provides initial comments on a proposal, indicating whether or not they see major issues that need to be addressed by the Applicant before they submit detailed plans.
  - The Board of Trustees provides direction for a designated body to conduct the Public Hearing on the application if a formal application is filed.

2

- **Technical Review of Formal Application**
  - Applicant files Formal Application
  - Review of detailed plans, traffic study, financial impact analysis, etc. by Village Staff (Engineering, Police, Fire, Public Works, Zoning, Sustainability) and Village consultants
  - Once technical issues are addressed, a public hearing can be scheduled.

3

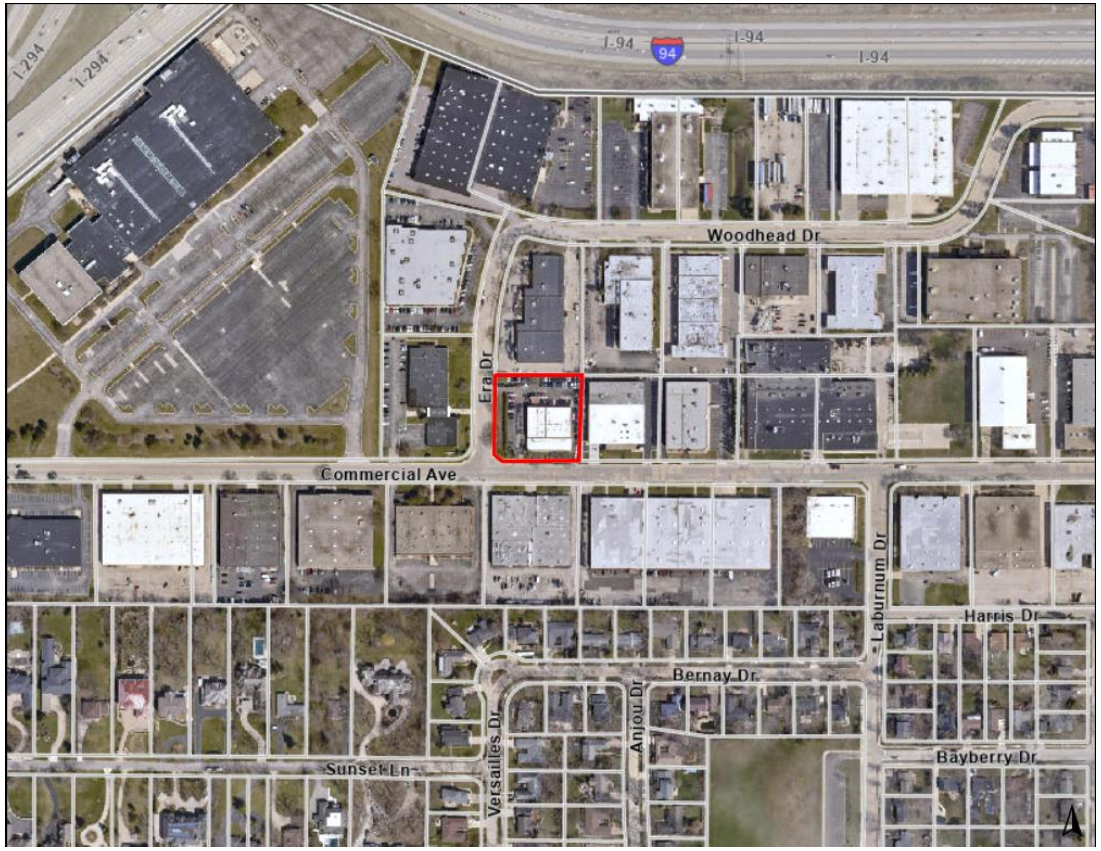
- **Public Hearing Held by Northbrook Plan Commission or Northbrook Board of Trustees**
  - Notice goes to neighbors by certified mail; a sign is posted on the property; and notice is published in the local newspaper.
  - The Applicant presents their proposal, the neighbors are able to speak and ask questions/voice concerns.
  - The body conducting the public hearing makes a recommendation on the request to approve or deny

4

- **Board of Trustees Review of Recommendations & Makes Decision (approve or deny)**
  - The Board of Trustees reviews the record of the public hearing, including all of the public testimony and makes a final decision – they may also ask for further changes before making a decision.
  - Board of Trustees adopts documents formally approving or denying the application.

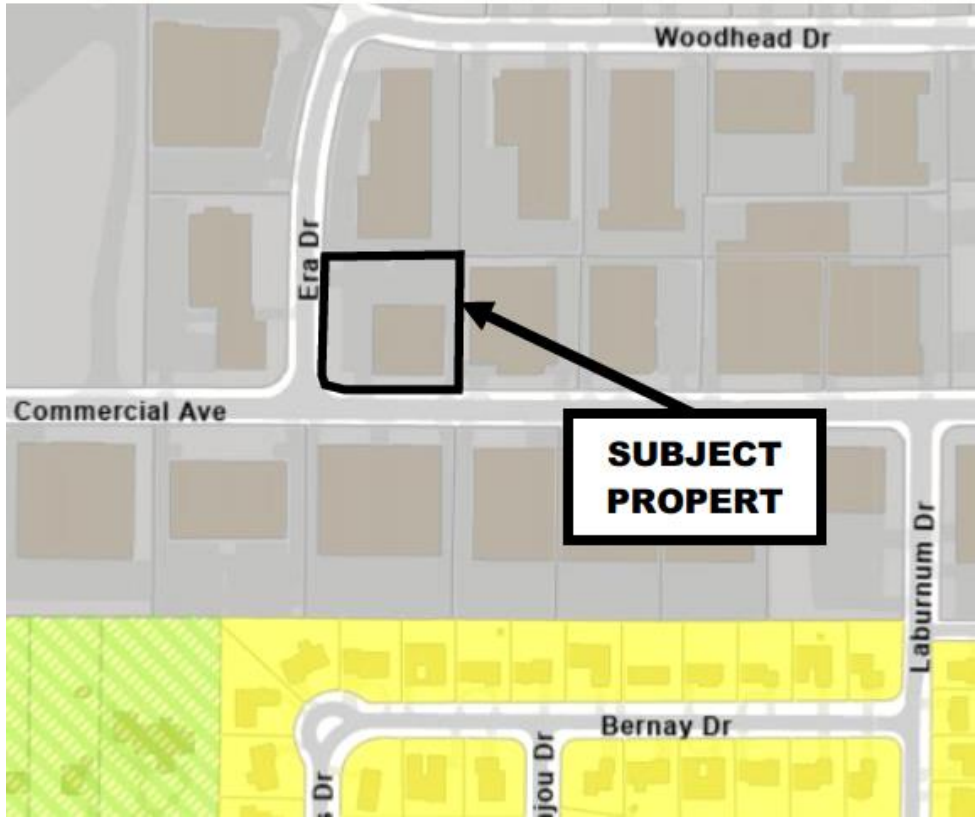
Existing Conditions

3670 Commercial Avenue

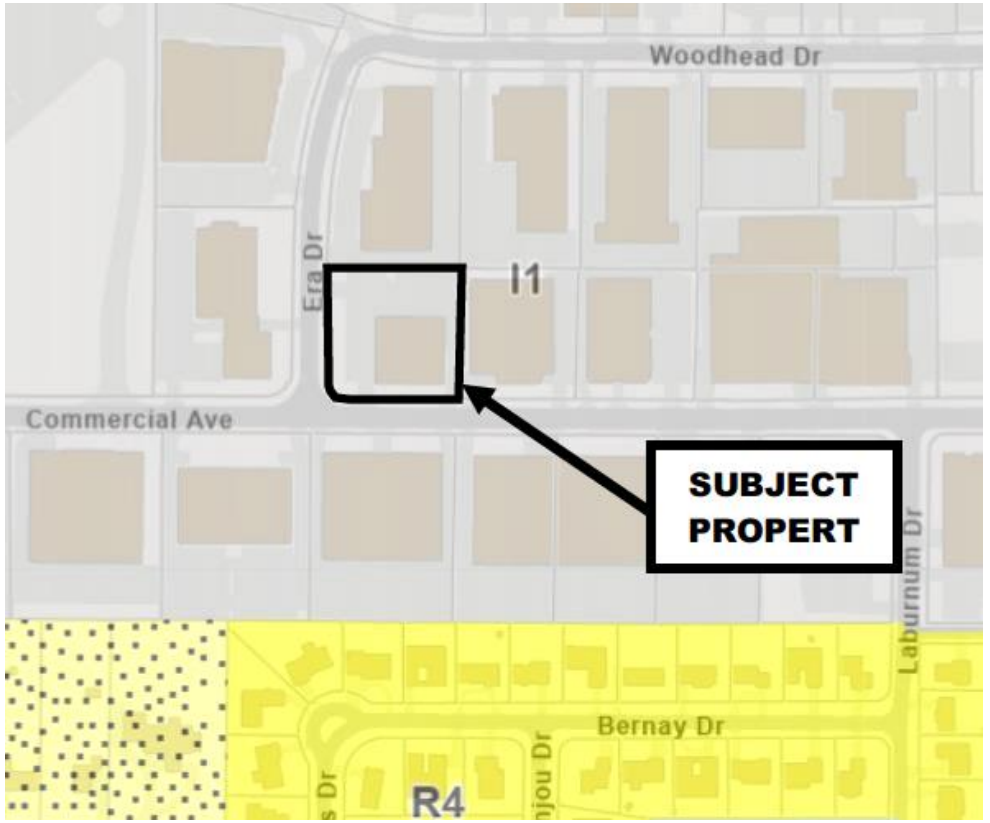




Comprehensive Plan Designation
General Industrial Warehouse & Office



Zoning Map
I-1 Restricted Industrial District





Commercial Avenue



Era Drive


03/28/2024 12:27


03/28/2024 12:28

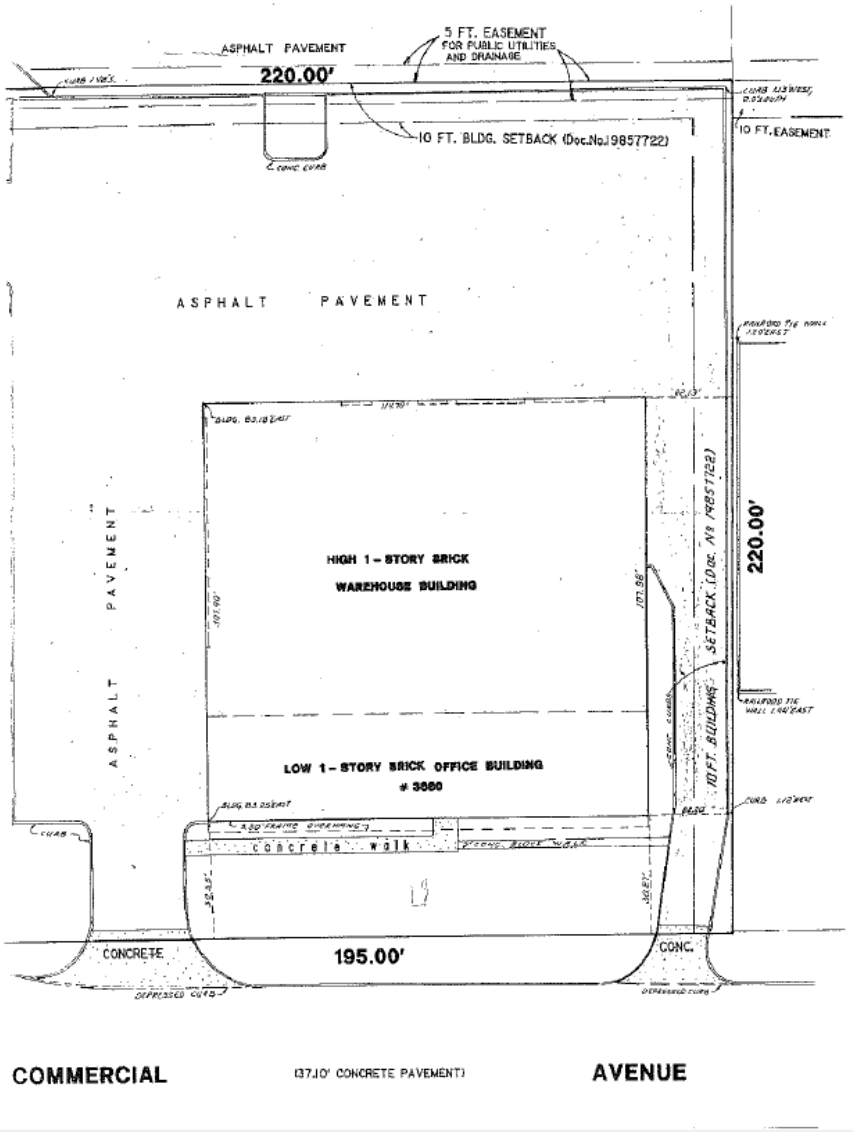

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Rear Parking Lot
From Era Drive looking east
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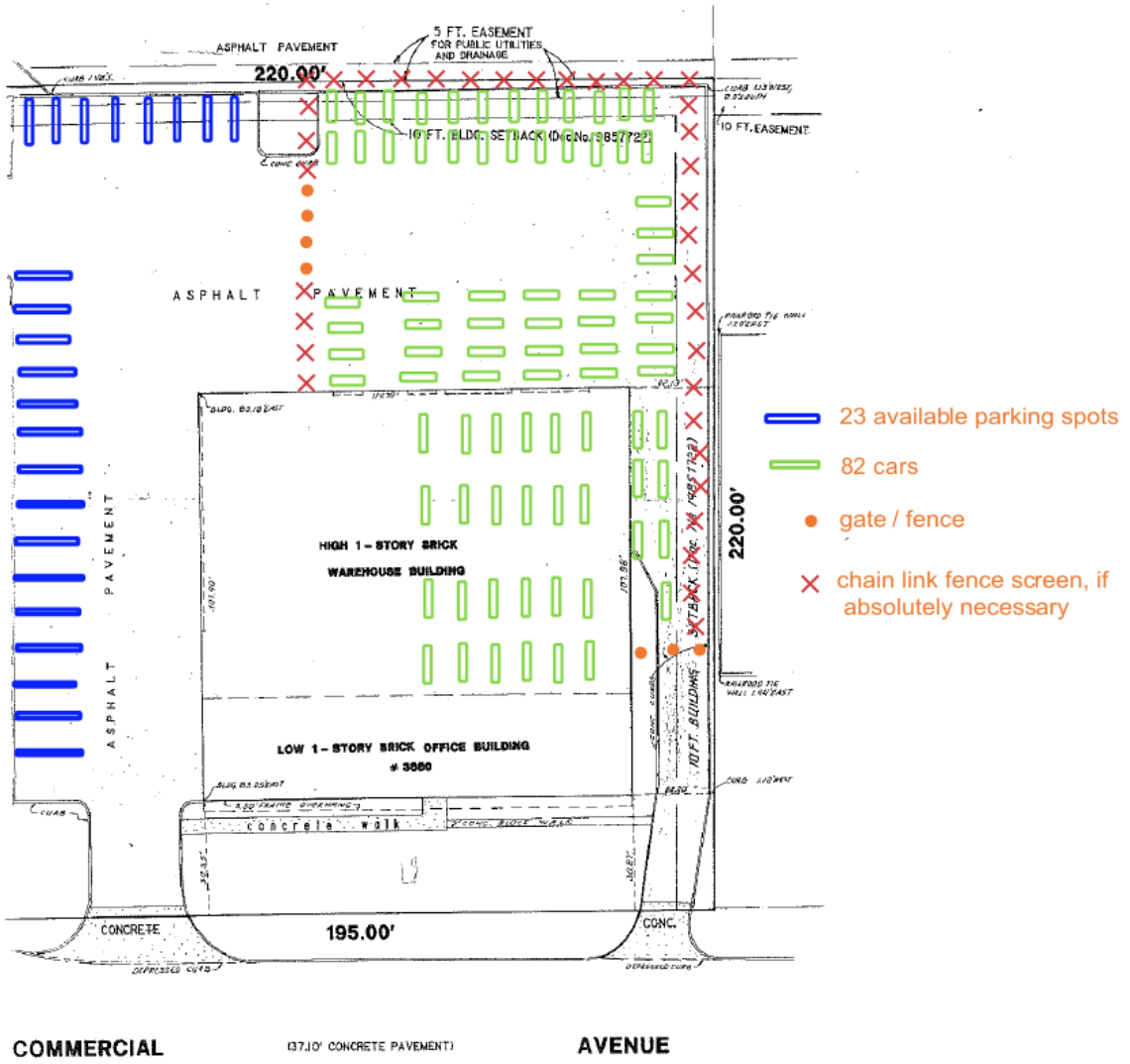
Proposed Plan

Plat of Survey



Proposed Plan

- Used Motor Vehicle Dealer with Open Sales Lot
  - Indoor car storage – 24 cars
  - Outdoor Car storage – 58 cars
- Total Building Area: 12,198 sf approx.
- Tenant Area – 5,874 sf approx.
- Hours of operation:
  - Mon-Fri: 9:00am – 8:00pm
  - Sat: 9:00am – 7:00pm
  - Sun closed
- No. of employees: 2
- Parking - 23 spaces
- Minor sitework – replace portion of sidewalk
- Outdoor Screening - Chainlink fence with slats



Zoning Relief

Zoning Relief

Special Permit for Motor Vehicle Dealers (New & Used) With Open Sales Lots in I-1 Restricted Industrial District (SIC No. 5510.02)

Items to Consider

Items to Consider

1) Is the use with outdoor display of motor vehicles appropriate on the Subject Property?
2) If the use is appropriate, should a special permit be granted for a motor vehicles dealer with open sales lot on the Subject Property?
    a) If so, should there be any operational limitations?
    b) Is the proposed location and configuration of cars outdoors adequate with screening provided via a chain link fence with slats?
3) Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

May 14, 2024

3670 Commercial Avenue: Auto Dealer with Open Sales Lot – Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Department Jonathan Mendel
Date: 2024-05-14
Subject: Preliminary Review of a Request for Zoning Relief for two new restaurant buildings at 333 Skokie Boulevard

Overview

The Applicant requests a comprehensive plan amendment, rezoning, special permit, site plan approval, and variations for a new commercial development with two restaurant buildings. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

Fiscal Impact

N/A.

Recommendation

The Board is asked to comment on the proposal and approve a motion that the public hearing is conducted by the Plan Commission.

Background

On May 14, 2024, the Board of Trustees will conduct a preliminary review of an application filed by Millco Investments Co (the "Applicant") as potential owner, of a property commonly known as 333 Skokie Boulevard (the "Subject Property"), which is owned by 333 Skokie Boulevard LLC (the "Owner"). The Applicant is proposing commercial site redevelopment with two new stand-alone restaurant buildings with a shared parking lot on the Subject Property.

The Subject Property:

- is located on the northeast corner of Skokie Boulevard and Henrici Drive;
- is approximately 110,250 square feet (2.53 acres) in size and improved with single story office building (26,295 square feet);
- is zoned O-3 General Office District;
- the Comprehensive Plan's Future Land Use designation is Professional Office;
- is surrounded by:

    - North: O-3 General Office; I-94 Edens Expy
    - South: C-5 Boulevard Commercial; office building
    - East: O-3 General Office; I-94 Edens Expy
    - West: O-4 Boulevard Office; office building
- is not located within the 100-year flood plain;
- is not located in proximity to any areas identified in the Master Stormwater Management Plan; and
- The Village's Bicycle and Pedestrian Plan does not designate Skokie Boulevard in front of the subject property appropriate for bicycle infrastructure. The 'Skokie Valley Trail Phase 2' runs to the west and almost parallel to Skokie Boulevard and shall be considered higher priority based on the overall implementation of the plan.

PROPOSED PLAN

- The Applicant is proposing to acquire the property, demolish existing buildings and parking lot, and construct two single-story restaurant buildings with a parking lot on the Subject Property. Details regarding the proposed request are outlined in the attached material submitted by the Applicant.
    - *Breakfast & Lunch*: The first restaurant building is proposed to be 3,700 square feet approximately, which will be open for breakfast and lunch. There will be 171 seats (including outdoor seating) with 20 employees operating at different times within the facility. The hours of operation are 7:00am – 2:30pm. An outdoor seating area is proposed on the north side of the building (facing parking lot). The Applicant states that the outdoor seating area will be occupied by approximately 40 seats.
    - *Lunch & Dinner*: The second restaurant is proposed to be 8,500 square feet approximately, which will be open for lunch and dinner. There will be 227 seats (including outdoor seating) with 30 employees operating at different times within the facility. The hours of operation are 11:00am – 10:30pm. An outdoor seating area is proposed wrapped around the building on the west and south side (facing Skokie Blvd & Henrici Dr). The Applicant states that the outdoor seating area will be occupied by approximately 53 seats.
- All access to the proposed development would utilize the existing curb-cuts with two-way drive on both Skokie Boulevard (Village street) and Henrici Drive (Village street). Street parking is restricted on Skokie Boulevard.
- The proposed parking on the Subject Property is 138 spaces in a shared parking lot. Additional parking detail is discussed later in the report.
- The trash enclosure is proposed between the two restaurant buildings, and it would serve the entire property.
- A loading area is proposed, near the east side of the buildings to be shared by both restaurants, adjacent to the Edens Expressway.
- The Applicant has not provided any information related to landscaping, building elevations, and signage at this time. These items will be reviewed at the time of formal application.
- The Applicant has stated that improvements would include underground stormwater management system. Stormwater detention requirements will be reviewed during the formal application review.

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal can be found in the attached Sustainability Addendum, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

ZONING RELIEF

- Amend the Comprehensive Plan from Office-Professional to Major Retail;
- Rezone from O-3 General Office District to C-5 Boulevard Commercial District;
- Special Permit for more than one principal structure on a zoning lot (SIC No. 9880.00);
- Front yard and setback variation along Henrici Drive; and
- Site Plan Approval.

Comprehensive Plan Amendment and Rezoning: The Applicant is requesting to amend the comprehensive plan from professional office to major retail and rezone the Subject Property from O-3 district to C-5 district. The property to the south of the Subject Property (across Henrici Drive) is also zoned C-5 district. Restaurants are a permitted use in both, O-3 and C-5 district. A new development on the property would have to comply with the bulk regulations and the front and corner side yard requirement (for parking lot) which is greater in the O-3 district than the C-5 district. The proposed site plan appears to comply with the requirements of the C-5 district, except front yard and setback requirements along Henrici Drive.

Parking: There are 138 parking spaces proposed in the shared parking lot for the Subject Property. The parking requirement for a restaurant (eating and drinking place) is 1 space per 2 employees, plus 1 per 3 seating capacity. Based on the information provided by the Applicant regarding indoor seating and number of employees (noted above), a total of 127 parking spaces would be required for both restaurants per requirements of the Zoning Code (outdoor seating is not included in calculating off-street parking requirements). Thus, the subject property appears to comply with Zoning Code requirements for off-street parking. A detailed review will be done at the time of formal application. The Applicant has also stated that the differing hours of operation will allow parking spaces to be shared between the two facilities without conflict.

A restaurant is a permitted use in the C-5 District but two buildings on one zoning lot requires a special permit approval. During the review of a formal application by the Applicant, additional relief maybe identified upon detailed review.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

- Is the proposed restaurant use appropriate on the Subject Property?
- Is it appropriate to amend the Comprehensive Plan and to rezone the property from O-3 General Office to C-5 Boulevard Commercial;
- Is it appropriate to grant a special permit for two buildings on one zoning lot in the C-5 District?
- Is it appropriate to grant variations for the front yard and front setback?
- Are there any specific concerns the Board has regarding the overall project design such as:
    1. the layout of the development;
    2. the buffers being provided along the periphery; and
    3. access to the site from the streets?
- Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

The Applicant and staff will attend the May 14, 2024 Board of Trustees meeting to answer any questions.

Exhibit A - 333 Skokie - Sustainability Addendum.pdf
Exhibit B - 333 Skokie - Application Summary, Aerials, Site Photos.pdf
Exhibit C - 333 Skokie - Applicant Submittal.pdf
Exhibit D - 333 Skokie - BOT 5-14-24.pdf

MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Kate Carney, Sustainability Coordinator
cc: Swati Pandey, Senior Planner
Date: April 17, 2024
Subject: PRE-24-06: 333 Skokie Blvd – New Restaurants – Sustainability Addendum to Staff Report

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

Transportation and Land Use
In the Transportation and Land Use section of the CAP, recommendations are made to enhance active mobility and fossil fuel-free transit:

TL 5- 8 Consider installing EV charging stations for patron use. If this will not be realized, consider including capabilities for future electric vehicle charging installation. This could include conduit, wiring, electrical service panels, and power capacity near parking areas, terminated in outlets or junction boxes to meet demand for at least 2 EV charging ports.

Buildings and Energy
The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 2- 1 Consider conducting a Solar PV Site Assessment. Assessment should include estimated installation cost, and projections for both energy generation potential and economic payback potential over a minimum 20-year timeframe. Based on the Solar PV Site Assessment, consider incorporating renewable energy installation to offset emissions generated from the development. Work with CPACE, Illinois Shines, or similar programs for incentives. If installation will not be realized, reserve space for solar-ready roof zone and plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker if possible.

BE 4- 1 Consider green power purchase options such as those provided by ComEd and Nicor.

BE 5- 2 Consider establishing a Green Building policy with clear energy efficiency goals.

BE 5- 4 Require purchase and installation of ENERGY STAR appliances when available.

BE 8- 3 Seek and utilize incentives for improving energy efficiency (e.g., insulation, energy efficient windows, electric heat pumps) where possible. Coordinate incentive offerings with Utility incentives and PACE financing information (currently available to commercial properties only) new construction incentives shall support measures for projects that exceed code requirements

Waste Management
The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 1- 1 Consider phasing out single-use products. This would apply to (but not limited to) bags (both paper and plastic), utensils, napkins, and take-out containers. Explore the feasibility of establishing a reusable

takeout container service. Consider allowing and encouraging customers to bring their own take-out containers.

WM 1- 2 Consider utilizing technology and software when determining purchasing product needs to reduce overhead waste, specifically for food waste in restaurants.

WM 2- 3 Reduce construction and demolition waste by ensuring that recycling and reuse requirements are met. Required compliance with Cook County's construction and demolition requirements including waste management plans.

WM 2- 5 Assure compliance with the Cook County Construction & Demolition Debris Diversion Ordinance, and encourage contractors to exceed minimum requirements.

WM 2- 7 Consider offering recycling and compost collection services.

WM 3- 2 Consider managing food waste with participation in existing programs to reduce food waste. Unused food should be funneled to composting or donation as much as possible.

Water and Wastewater
In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

WW 1- 1 Consider landscaping practices that reduce water consumption and chemical use on site.

WW 1- 2 Reduce landscaping water use by encouraging water-efficient irrigation systems, grass replacement, and planting native and drought-resistant trees and vegetation in landscaping plans.

WW 2- 1 Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces) where feasible.

WW 3- 3 Reduce or offset impervious surfaces where possible, and consider use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.

Greenspace and Ecosystem Health
The Plan's Greenspace category includes the following for expansion of tree canopy coverage, transforming beneficial lawns, and mitigation of heat island impacts:

GS 2- 7 Consider eliminating neonicotinoids and reduce use of long-lasting chemical pesticides for landscaping.

GS 3- 2 Consider "Carbon Gardening" and "landscaping for absorption" practices for landscaping plans. Strategies may include native moisture tolerant perennial plantings and shrubs, elimination of synthetic fertilizer and pesticide use, high mow deck settings, use of biochar amendments, and polyculture lawn mixture.

GS 4- 8 Consider utilizing shade and water absorbing trees and replacing turf landscaping with native prairie, wild flower, and savanna plantings.

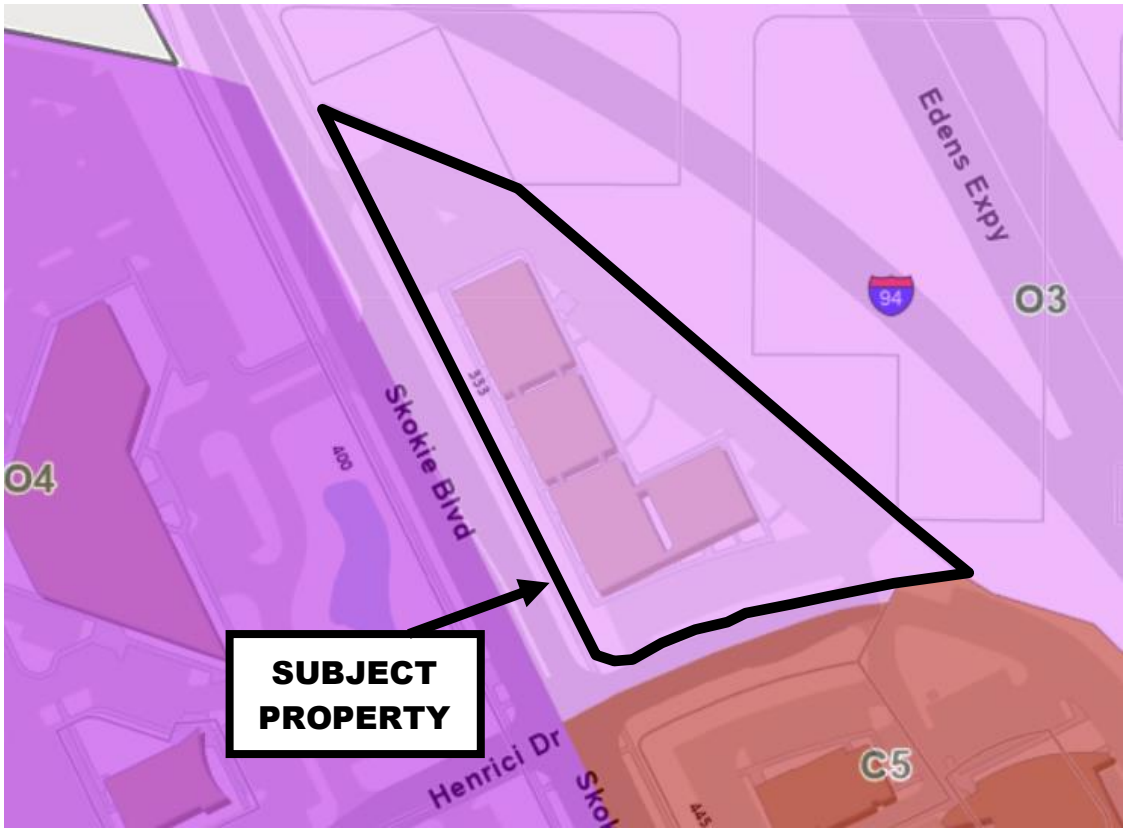
Climate Economy
The CAP's section on Climate Economy establishes how the economy is linked to the climate and climate change and outlines methods of resiliency in Northbrook's local economy:

CE 1- 2 Consider participation in the Village's Green Business Program.

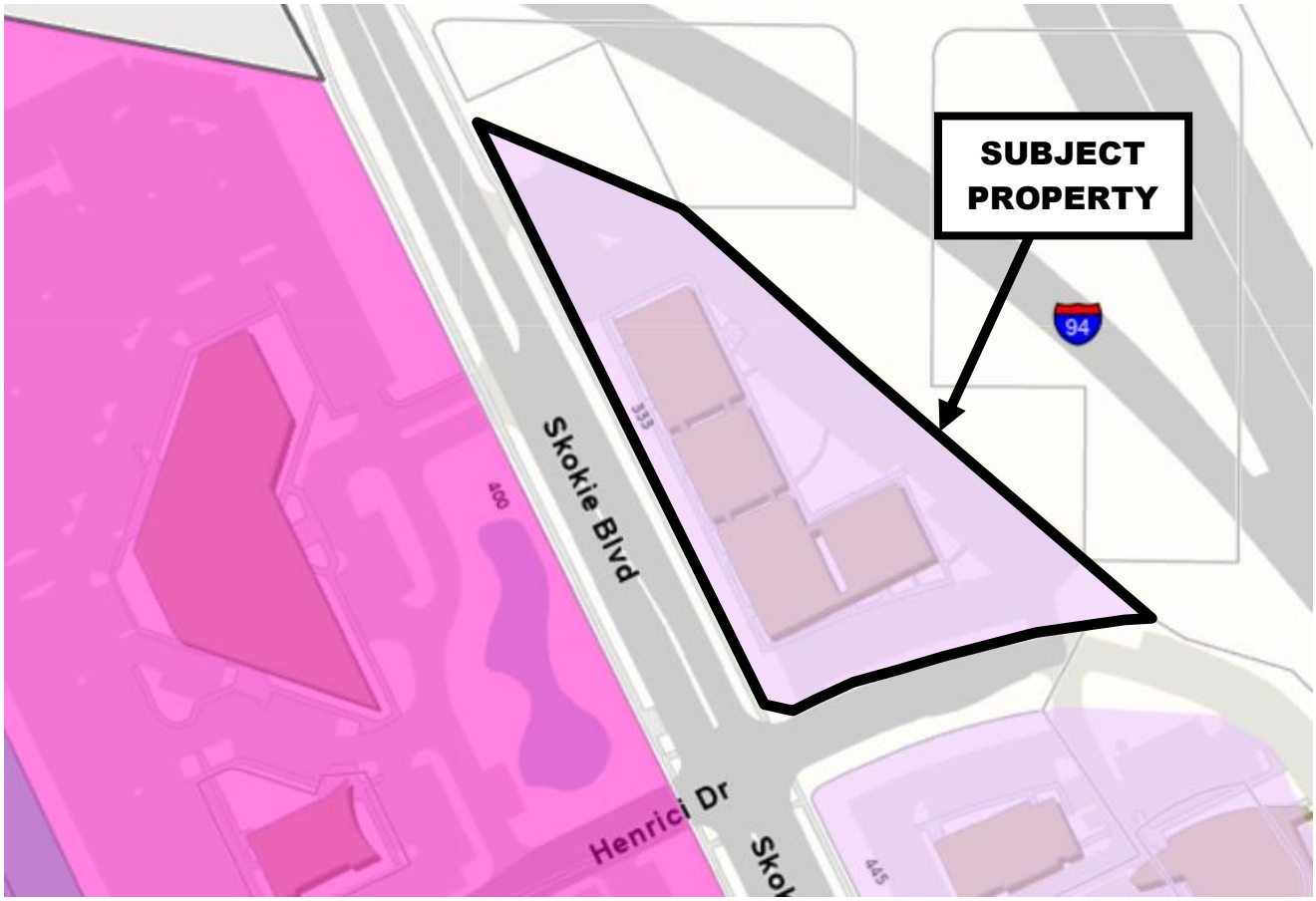
PRELIMINARY REVIEW
PRE-24-06: 333 SKOKIE BLVD
APPLICATION SUMMARY

Applicant:	Millco Investments Co
Site Location:	333 Skokie Boulevard
Requested Action:	Amend Comprehensive Plan from Office to Major Retail; Rezone from O-3 to C-5; Special Permit for two buildings on one lot (SIC No. 9880.00); Front Yard & Setback Variation; Site Plan Approval.
Proposal:	Two new restaurant buildings with parking lot
Existing Zoning & Land Use:	O-3 General Office District; Multi-tenant Office Building
Surrounding Zoning & Land Use:	North: O-3 General Office; I-94 Edens Expy South: C-5 Boulevard Commercial; office building East: O-3 General Office; I-94 Edens Expy West: O-4 Boulevard Office; office building
Comprehensive Plan Designation:	Office - Professional

ZONING MAP



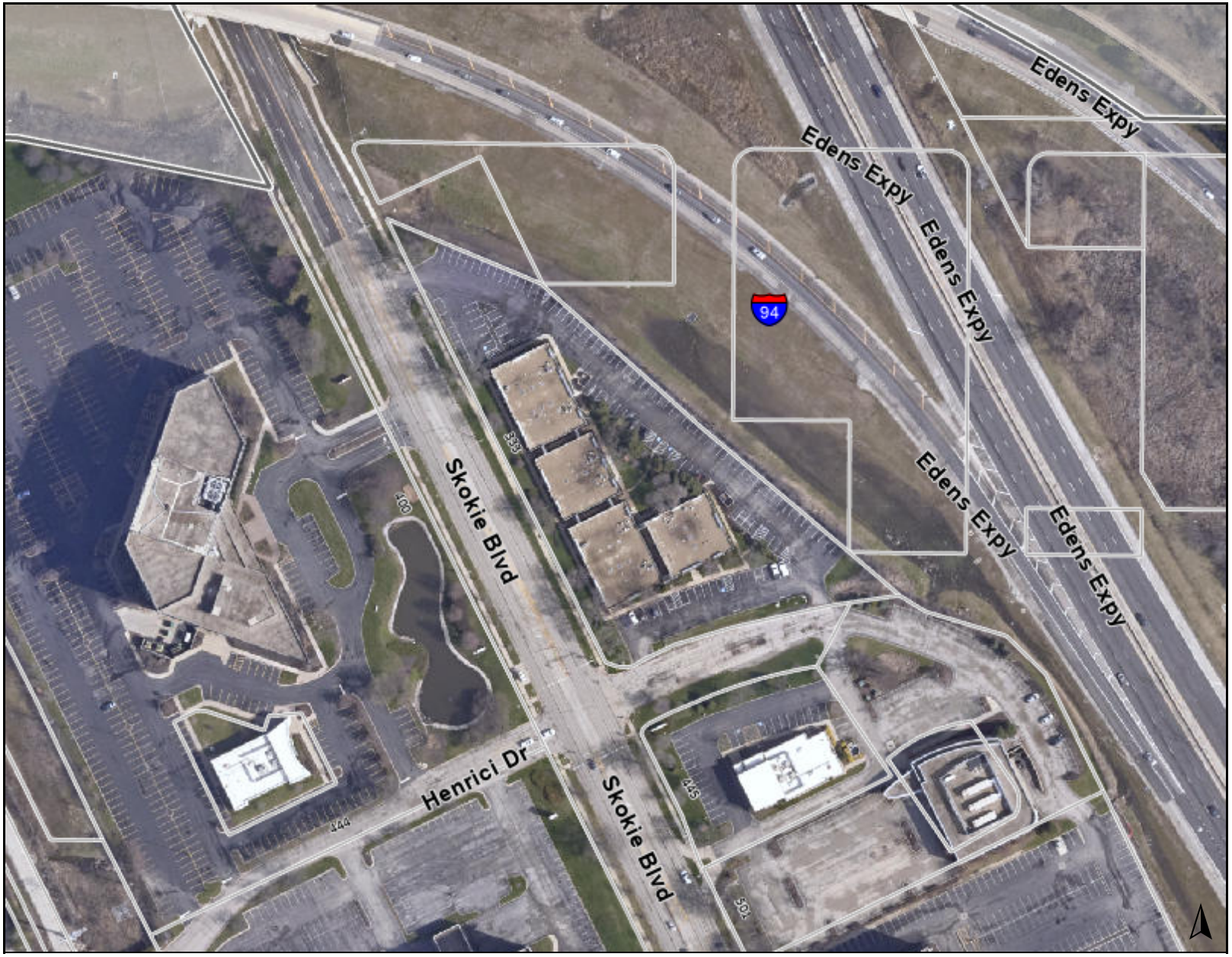
COMPREHENSIVE PLAN MAP



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
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- Senior or Special Residential
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- Neighborhood Office
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- Village Center Mixed Use
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- Techny Area

GISConsortium | 333 Skokie Blvd



Legend

0 300 600 ft

Print Date: 4/15/2024

Notes

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GISConsortium | 333 Skokie Blvd



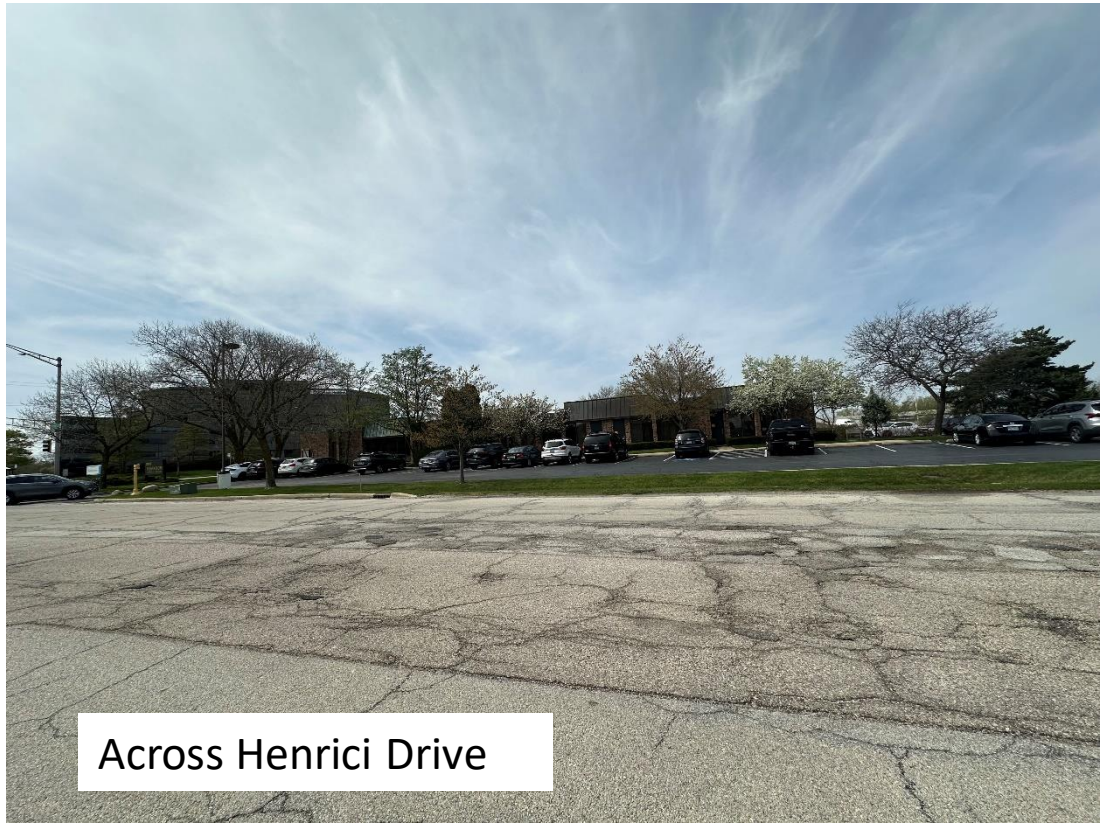
Legend

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Print Date: 4/15/2024

Notes

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



Across Henrici Drive



Across Skokie Blvd



North Parking Lot



East Parking Lot

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: 333 Skokie Boulevard LLC

Primary Contact: David Berkson

Address 333 Skokie Boulevard

City, State, Zip Northbrook, IL 60062

Phone No. 847-498-6000

Email david@berksonandsons.com

Applicant Information

Legal Name Millco Investments Co

Primary Contact: Robert Miller

Company Millco Investments

Address 5215 Old Orchard Road, Suite #130

City, State, Zip Skokie, IL 60077

Phone No. 312-377-7800 ext. 101

Email Bobby@MillcoInvestments.com

Property Information

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

Site Location/Address: 333 Skokie Boulevard

Size of Property: 110,250 square feet/ 2.5310 acres (square feet/acres)

Size of Building Space, if applicable: 26,295 building square feet (square feet)

Current Zoning[1]: O-3

Current Use of the Property: 26,295 square foot, single-story office building

[1] www.northbrook.il.us/zoningmap

OVER →

Berkson & Sons
Est. 1902

April 10, 2024

Village of Northbrook
Development & Planning Services
1225 Cedar Lane
Northbrook, IL 60062

RE: 333 Skokie Boulevard
Northbrook, IL

To Whom It May Concern:

Please accept this correspondence as my formal approval that Robert Miller et al. Millco Investments Co. has permission from the current Landlord of the aforementioned property, David B Berkson of Berkson & Sons, Ltd., as Managing Agent for 333 Skokie Boulevard LLC, to pursue site plan approval and a zoning change from the current zoning of O-5 to C-5 zoning for the property commonly known as 333 Skokie Boulevard, Northbrook, IL.

Should any additional information or clarification be required, please contact me at (847) 498-6000.

Regards,

David B Berkson
Principal
Berkson & Sons, LTD.
a Licensed Realtor in the State of Illinois
333 Skokie Blvd., Suite # 111
Northbrook, IL 60062
Office: 847-498-6000
Fax: 847-498-4529
Email: david@berksonandsons.com
Website: www.berksonandsons.com

MILLCO INVESTMENTS *Commercial Real Estate Investments & Development*
5215 Old Orchard Rd, Suite 130 | Skokie, IL 60077 | Telephone: (312) 377-7800

Applicant Narrative:

The existing property located at 333 Skokie Boulevard is currently comprised of a 26,295 square foot single-story multi-tenanted office building containing 123 parking spaces situated on an approximate 2.531-acre triangular site. The existing zoning is O-3, General Office Zoning District. The property is bordered by the Edens Expressway to the west, and fronts on Skokie Boulevard to the east, and Henrici Drive to the south

The applicant, Millco Investments plans to purchase the property for the purpose of redevelopment. The existing office building and parking lots will be demolished. The new development will consist of two single-story sit-down restaurants, one approximate 3,700 square foot building would cater towards breakfast, brunch, and lunch patrons, while the second approximate 8,500 square foot building would service lunch and dinner patrons. The differing hours of operation and clientele will allow the approximate 138 parking spaces to shared without conflict between the two tenants and provide an active hospitality environment from morning to night.

Physical improvements to the property will include underground stormwater management, new surface parking for 138 cars, site lighting, and landscaping. The two new-construction restaurant properties will each be free-standing with a shared service area for deliveries and trash. Each restaurant is anticipated to offer outdoor dining areas as well as indoor dining. The 3,700 square foot Breakfast Restaurant will seat approximately 131 people indoors and approximately 40 outdoors with typical hours of operation from 7AM to 2:30PM. The Dinner Restaurant will seat approximately 174 people indoors and approximately 53 outdoors with typical hours of operation from 11AM to 10:30PM. Each is expected to have 20 to 30 employees operating at different times of day.

The proposed sit-down restaurant uses are permitted in an O-3 district; however, the triangular shape of the site with extensive frontage on Skokie Boulevard makes the site difficult to redevelop under the O-3 district bulk regulations. The proposed uses are also permitted in a C-5 Boulevard Commercial district, so the applicant will request a zoning change to reduce the front yard requirement. The applicant will be requesting a zoning variance to reduce the corner front yard setback and yard requirements along Henrici Drive. A parking variance will also be required to allow the restaurants to share parking.

Archived: Thursday, April 25, 2024 3:32:06 PM
From: Jeffrey Miller
Sent: Thursday, April 25, 2024 3:21:31 PM
To: Pandey, Swati
Cc: Robert Miller; Robert Rowe; Jon Shatswell
Subject: FW: 333 Skokie Blvd- Preliminary Review Application
Importance: Normal
Attachments:
Survey 2024-04-02 2345-240031_Signed.pdf; 333 Skokie Blvd - Northbrook - Sketch Plan for Preliminary Review.pdf

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Swati:
As we discussed, the Sketch Plan has been revised for clarification. Please see the response to each of your questions below in RED. Attached is a Sketch Plan revision depicting the trash area, loading area, and revised area of the Breakfast Restaurant as clarified below. Please let me know if you have any other questions.
Thanks,
Jeff

Jeffrey D. Miller, AIA
Principal
O: 312.951.1106 | D: 312.548.6792
jmiller@archideas.com

ARCHIDEAS
ARCHITECTURE INTERIORS PLANNING
311 West Superior Street, Suite 410 | Chicago, IL 60654

From: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Sent: Wednesday, April 24, 2024 3:00 PM
To: Robert Miller <bobby@millcoinvestments.com>
Cc: Jeffrey Miller <jmiller@archideas.com>; Robert Rowe <rob@crdus.com>; Kohlstedt, Michaela <Michaela.Kohlstedt@northbrook.il.us>
Subject: 333 Skokie Blvd- Preliminary Review Application

Good Afternoon Bobby,

Please respond to the following questions regarding the proposed plan for 333 Skokie (by noon tomorrow):

1. The breakfast restaurant building on the site plan is noted to be 4,575sf while the narrative states 3,700sf – which is accurate? The building is 3,700 SF. The outdoor seating area is no longer included in the building area calculation and has been graphically corrected on the Sketch Plan.
2. Is the trash enclosure proposed to the north of the "breakfast" building? The trash enclosure is located within the 20' gap between the buildings. We have assumed one common trash enclosure for both tenants. See attached Sketch Plan.
3. Where is the loading space proposed on the site? One 10 X 25 loading area is planned in the 20' space between restaurants on the east side of the property. See attached Sketch Plan.
4. What is the occupancy levels of the existing office buildings on the property? What type of tenants occupy the property? Bobby provided information.

5. Do you have a plat of survey for the property? Attached.

Thank You!

Swati Pandey, AICP
Senior Planner | Village of Northbrook
Development & Planning Services
1225 Cedar Lane | Northbrook, IL 60062
847-664-4052



Beware External Email - Think Before You Act

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Beware External Email - Think Before You Act

Archived: Wednesday, April 24, 2024 3:25:34 PM
From: Robert Miller
Sent: Wednesday, April 24, 2024 3:22:40 PM
To: Pandey, Swati
Cc: Jeffrey Miller; Robert Rowe; Kohlstedt, Michaela
Subject: RE: 333 Skokie Blvd- Preliminary Review Application
Importance: Normal
Attachments:
333 Skokie Boulevard, Northbrook, IL Survey (JUNE 27, 2016).pdf

---

Jeff ??? let???s discus.
??
Swati ??? The building is currently approximately 30% vacant of the 25,744 sf.?? Having that said, and additional 43% of the tenant???s leases expire on or before next January 31, 2025, with the remainer month-to-month.?? I will confirm with Landlord, but I believe based on the information that has been presented us, that this information is accurate.
??
Please see the attached survey.
??
??
Swati ??? we will be back in touch.???? Bobby.
??
??
??
??
??
??
??
From the desk of:
??

Mr. Bobby Miller, President
Millco Investments
5215 Old Orchard Rd, Suite 130
Skokie, IL 60077
Phone:??(312) 377-7800 ext. 101
Mobile:??(312) 543-1008
E-mail:??bobby@millcoinvestments.com
??

For information on available Millco Properties
Please visit:??millcoinvestments.com
??

From: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Sent: Wednesday, April 24, 2024 3:00 PM
To: Robert Miller <bobby@millcoinvestments.com>
Cc: Jeffrey Miller <jmiller@archideas.com>; Robert Rowe <rob@crdus.com>; Kohlstedt, Michaela

EDWARD J. MOLLOY & ASSOCIATES

A DIVISION OF THOMAS A. MOLLOY, LTD. – PROFESSIONAL LAND SURVEYING

1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 Fax (630) 595-4700

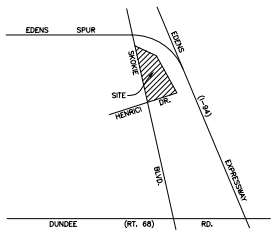
e-mail: tmolloy@ejmolloy.com

ALTA/NSPS LAND TITLE SURVEY

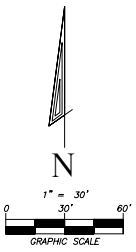
OF

LOT 1 OF NORTHWOOD EDENS, A SUBDIVISION OF PART OF HUGHES, BROWN, MOORE CORPORATION RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JAN 12, 1968 AS DOCUMENT NO. 20377823, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 333 SKOKIE BOULEVARD, NORTHBROOK, ILLINOIS



VICINITY MAP



SURVEYOR'S NOTES

TITLE COMMITMENT: THIS SURVEY REFLECTS CERTAIN MATTERS OF TITLE, AS REFERENCED IN SCHEDULE B OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NUMBER CCHI2400929LD WITH A COMMITMENT DATE OF MARCH 1, 2024:

M. EASEMENT IN, UPON AND UNDER AND ALONG THE NORTHEASTERLY 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE TOGETHER WITH RIGHT OF ACCESS THERETO, CREATED BY GRANT TO MAINE AND THE ILLINOIS BELL TELEPHONE COMPANY RECORDED SEPTEMBER 18, 1968 AS DOCUMENT NO. 20618616. [PLOTTED ON THE DRAWING]

TAX PARCEL PERMANENT INDEX NUMBER: 04-02-403-023-0000

ACCESS STATEMENT: THE PROPERTY HAS DIRECT PHYSICAL VEHICULAR ACCESS TO AND FROM SKOKIE BOULEVARD AND HENRICI DRIVE (NORTHWOOD DRIVE), BOTH LEGALLY OPENED AND PUBLICLY DEDICATED, USED AND MAINTAINED STREETS OR HIGHWAYS.

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM AND DO NOT REFLECT ANY RECORD DRAWINGS.

TABLE A – ITEM 2 STATEMENT AS TO ADDRESS: THE POSTED ADDRESS OF THE PROPERTY OBSERVED WHILE CONDUCTING THE FIELD WORK IS 333 SKOKIE BOULEVARD, NORTHBROOK, ILLINOIS.

TABLE A – ITEM 3 STATEMENT AS TO FLOOD ZONE CLASSIFICATION: BASED ON OUR REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NO. 17031C0093J WITH A MAP REVISED DATE OF AUGUST 19, 2008, THE PROPERTY LEGALLY DESCRIBED HEREON FALLS WITHIN ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

TABLE A – ITEM 4 STATEMENT AS TO GROSS LAND AREA: THE PROPERTY LEGALLY DESCRIBED HEREON CONTAINS 110,250 SQUARE FEET OR 2.531 ACRES, MORE OR LESS.

TABLE A – ITEM 6(A) & 6(B) STATEMENT REGARDING ZONING CLASSIFICATION AND RESTRICTIONS: SURVEYOR HAS NOT BEEN PROVIDED WITH ZONING CLASSIFICATION OR RESTRICTIONS BY THE INSURER. BASED ON OUR REVIEW OF THE OFFICIAL VILLAGE OF NORTHBROOK ZONING MAP, SURVEYOR FINDS THE PROPERTY TO BE ZONED "O-3".

TABLE A – ITEM 7(a) STATEMENT AS TO EXTERIOR DIMENSIONS OF BUILDINGS AT GROUND LEVEL: SEE DRAWING FOR EXTERIOR DIMENSIONS OF BUILDINGS AT GROUND LEVEL.

TABLE A – ITEM 7(b)(1) STATEMENT REGARDING SQUARE FOOTAGE OF BUILDING FOOTPRINT: SEE DRAWING FOR THE APPROXIMATE SQUARE FOOTAGE OF THE EXTERIOR FOOTPRINT OF BUILDINGS AT GROUND LEVEL.

TABLE A – ITEM 7(c) STATEMENT AS TO MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE: SEE DRAWING FOR REFERENCE FINISHED GRADE POINT AND THE MEASURED HEIGHT OF BUILDINGS ABOVE REFERENCE FINISHED GRADE POINT.

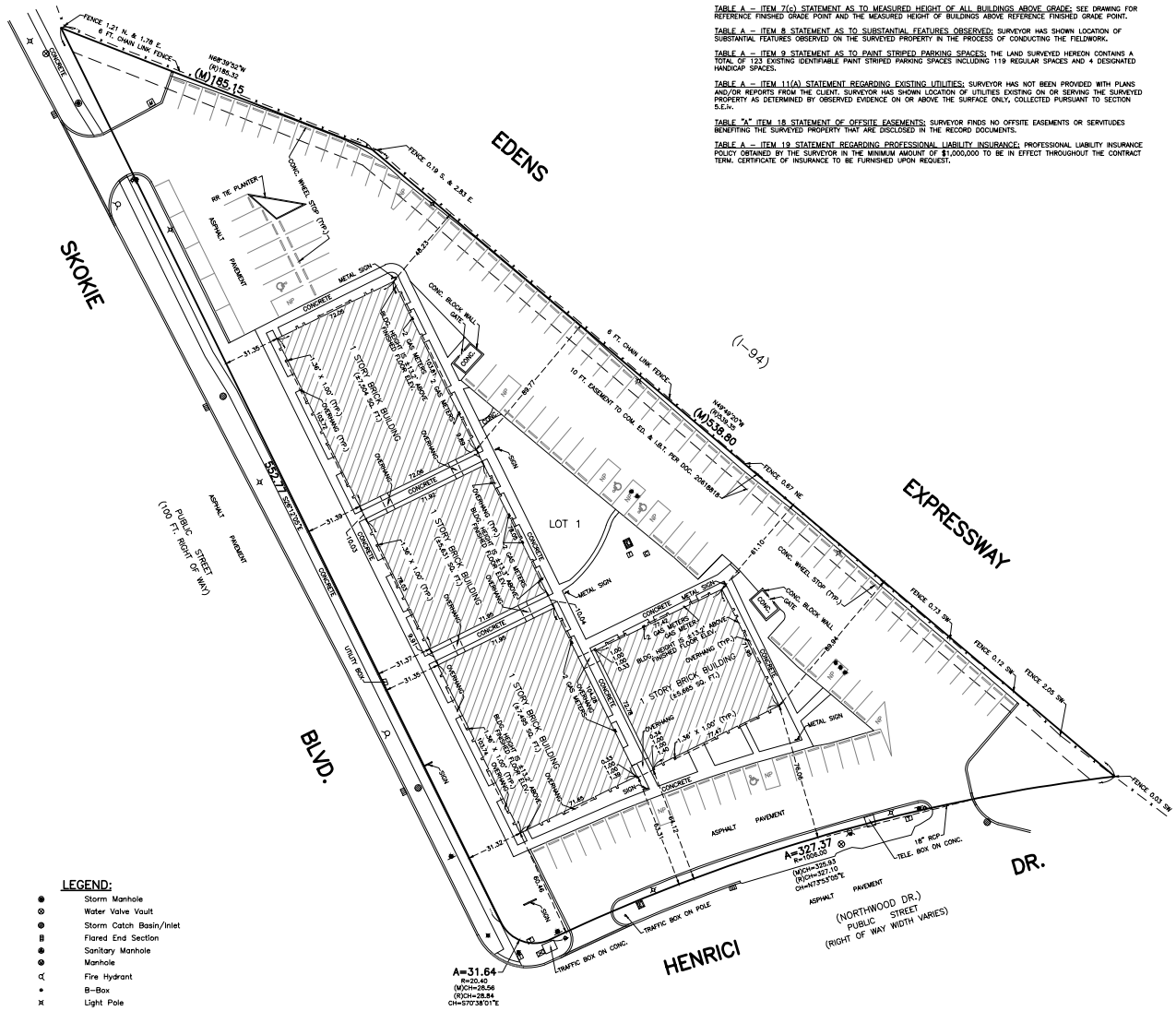
TABLE A – ITEM 8 STATEMENT AS TO SUBSTANTIAL FEATURES OBSERVED: SURVEYOR HAS SHOWN LOCATION OF SUBSTANTIAL FEATURES OBSERVED ON THE SURVEYED PROPERTY IN THE PROCESS OF CONDUCTING THE FIELDWORK.

TABLE A – ITEM 9 STATEMENT AS TO PAINT STRIPED PARKING SPACES: THE LAND SURVEYED HEREON CONTAINS A TOTAL OF 123 EXISTING IDENTIFIABLE PAINT STRIPED PARKING SPACES INCLUDING 119 REGULAR SPACES AND 4 DESIGNATED HANDICAP SPACES.

TABLE A – ITEM 11(A) STATEMENT REGARDING EXISTING UTILITIES: SURVEYOR HAS NOT BEEN PROVIDED WITH PLANS AND/OR REPORTS FROM THE CLIENT. SURVEYOR HAS SHOWN LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE ON OR ABOVE THE SURFACE ONLY, COLLECTED PURSUANT TO SECTION 5.E.iv.

TABLE "A" ITEM 18 STATEMENT OF OFFSITE EASEMENTS: SURVEYOR FINDS NO OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY THAT ARE DISCLOSED IN THE RECORD DOCUMENTS.

TABLE A – ITEM 19 STATEMENT REGARDING PROFESSIONAL LIABILITY INSURANCE: PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.



LEGEND:

- Storm Manhole
- Water Valve Vault
- Storm Catch Basin/Inlet
- Flared End Section
- Sanitary Manhole
- Manhole
- Fire Hydrant
- B-Box
- Light Pole
- Lamp or Spotlight
- Traffic Sign
- Concrete Filled Post
- Mail Box
- Electric Vault
- Electric Transformer
- Cable TV Pedestal
- Telephone Pedestal
- Telephone Vault
- Handicap Parking Space
- Depressed Curb
- (M) Measured
- (R) Record
- NP No Parking Area
- ADA ADA Tactile Dome

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY TO:

MILLCO ACQUISITION COMPANY, LLC;
CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a) (BY OBSERVED EVIDENCE ON OR ABOVE THE SURFACE ONLY, COLLECTED PURSUANT TO SECTION 5.E.iv.), 18 AND 19 OF TABLE "A" THEREOF. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THE FIELD WORK WAS COMPLETED ON MARCH 25, 2024.

SIGNED AT BENSENVILLE, ILLINOIS THIS 2ND DAY OF APRIL , A.D. 2024

EDWARD J. MOLLOY AND ASSOCIATES, A DIVISION OF THOMAS A. MOLLOY, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM – LICENSE NO. 184-004840

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409
EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THOMAS A. MOLLOY 35-3409 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS BENSENVILLE, ILLINOIS

VALID ONLY WITH EMBOSSED SEAL

DRAFTED BY: BJE			
PAGE: 1 OF 1			
ORDER NO.: 240031			
FILE: 2-42-12			
PROJECT NO.: 2345	APR. 2, 2024	240031	ALTA SURVEY
	REVISION DATE	ORDER NO.	REVISION

CLIENT: FIELD AND GOLDBERG, LLC

SITE DATA TABLE

SITE AREA: 110,250 SF = 2.531 ACRES
EXISTING ZONING DISTRICT: O-3, GENERAL OFFICE
PROPOSED ZONING DISTRICT: C-5 BOULEVARD COMMERCIAL

FRONT AND CORNER SETBACK: 80'
FRONT AND CORNER YARD: 30'

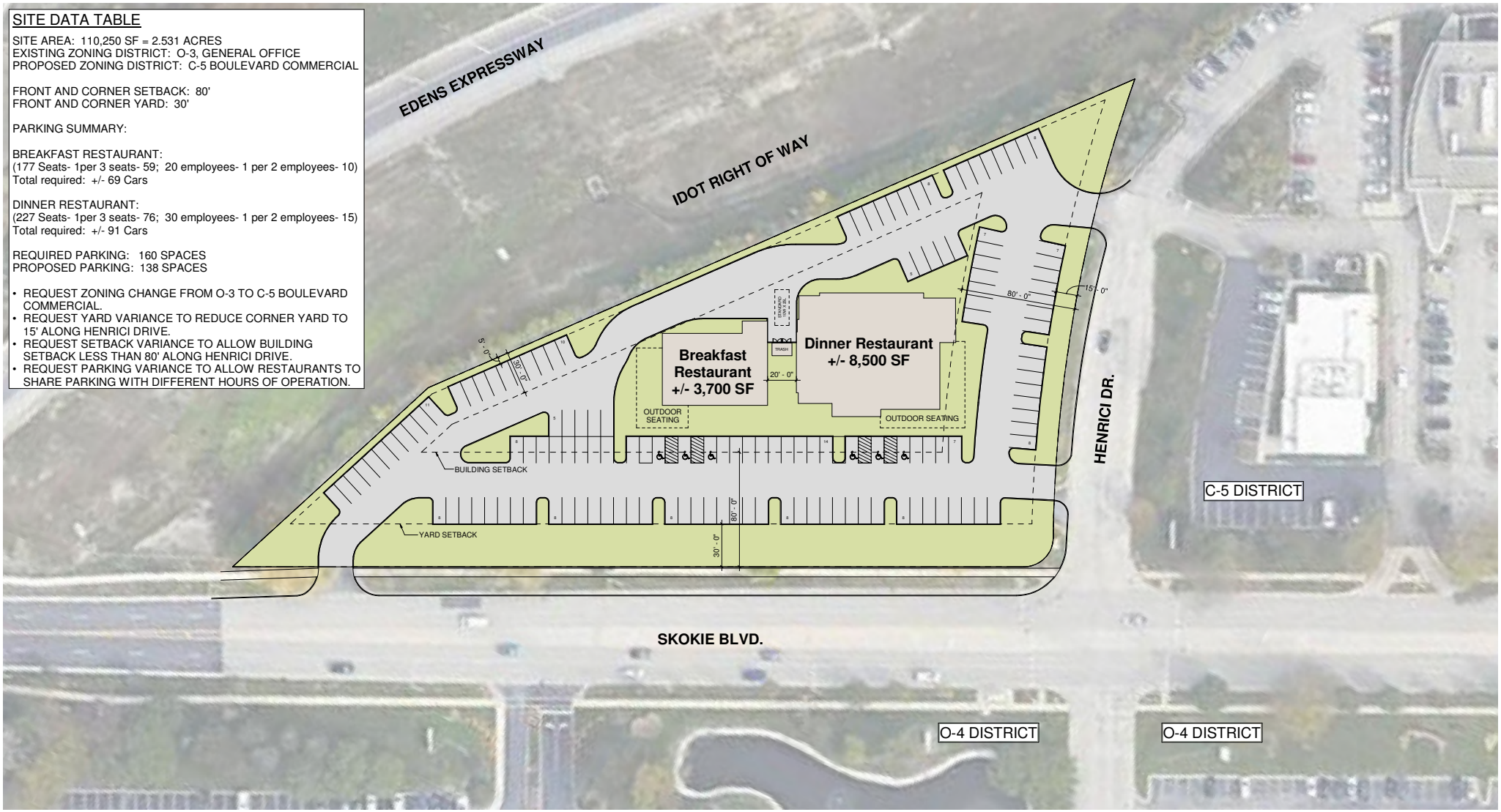
PARKING SUMMARY:

BREAKFAST RESTAURANT:
(177 Seats- 1per 3 seats- 59; 20 employees- 1 per 2 employees- 10)
Total required: +/- 69 Cars

DINNER RESTAURANT:
(227 Seats- 1per 3 seats- 76; 30 employees- 1 per 2 employees- 15)
Total required: +/- 91 Cars

REQUIRED PARKING: 160 SPACES
PROPOSED PARKING: 138 SPACES

- REQUEST ZONING CHANGE FROM O-3 TO C-5 BOULEVARD COMMERCIAL.
- REQUEST YARD VARIANCE TO REDUCE CORNER YARD TO 15' ALONG HENRICI DRIVE.
- REQUEST SETBACK VARIANCE TO ALLOW BUILDING SETBACK LESS THAN 80' ALONG HENRICI DRIVE.
- REQUEST PARKING VARIANCE TO ALLOW RESTAURANTS TO SHARE PARKING WITH DIFFERENT HOURS OF OPERATION.



TRUE NORTH

0' 30' 60'

2024003 04-25-2024

ARCHIDEAS

SK0.6 Author 4/25/2024 3:04:29 PM C:\Users\jshatswell\Documents\333 Skokie Blvd - Northbrook_jshatswell.rvt

SKETCH PLAN FOR PRELIMINARY REVIEW
MILLCO INVESTMENTS

333 SKOKIE BOULEVARD
NORTHBROOK, IL

May 14, 2024

333 Skokie Blvd: Restaurants – New Development Preliminary Review

Northbrook Board of Trustees Meeting

Zoning Relief Process

1

- **Preliminary Review of Sketch Plan by Board of Trustees**
  - The Board reviews schematic plans of the proposal.
  - The Board of Trustees provides initial comments on a proposal, indicating whether or not they see major issues that need to be addressed by the Applicant before they submit detailed plans.
  - The Board of Trustees provides direction for a designated body to conduct the Public Hearing on the application if a formal application is filed.

2

- **Technical Review of Formal Application**
  - Applicant files Formal Application
  - Review of detailed plans, traffic study, financial impact analysis, etc. by Village Staff (Engineering, Police, Fire, Public Works, Zoning, Sustainability) and Village consultants
  - Once technical issues are addressed, a public hearing can be scheduled.

3

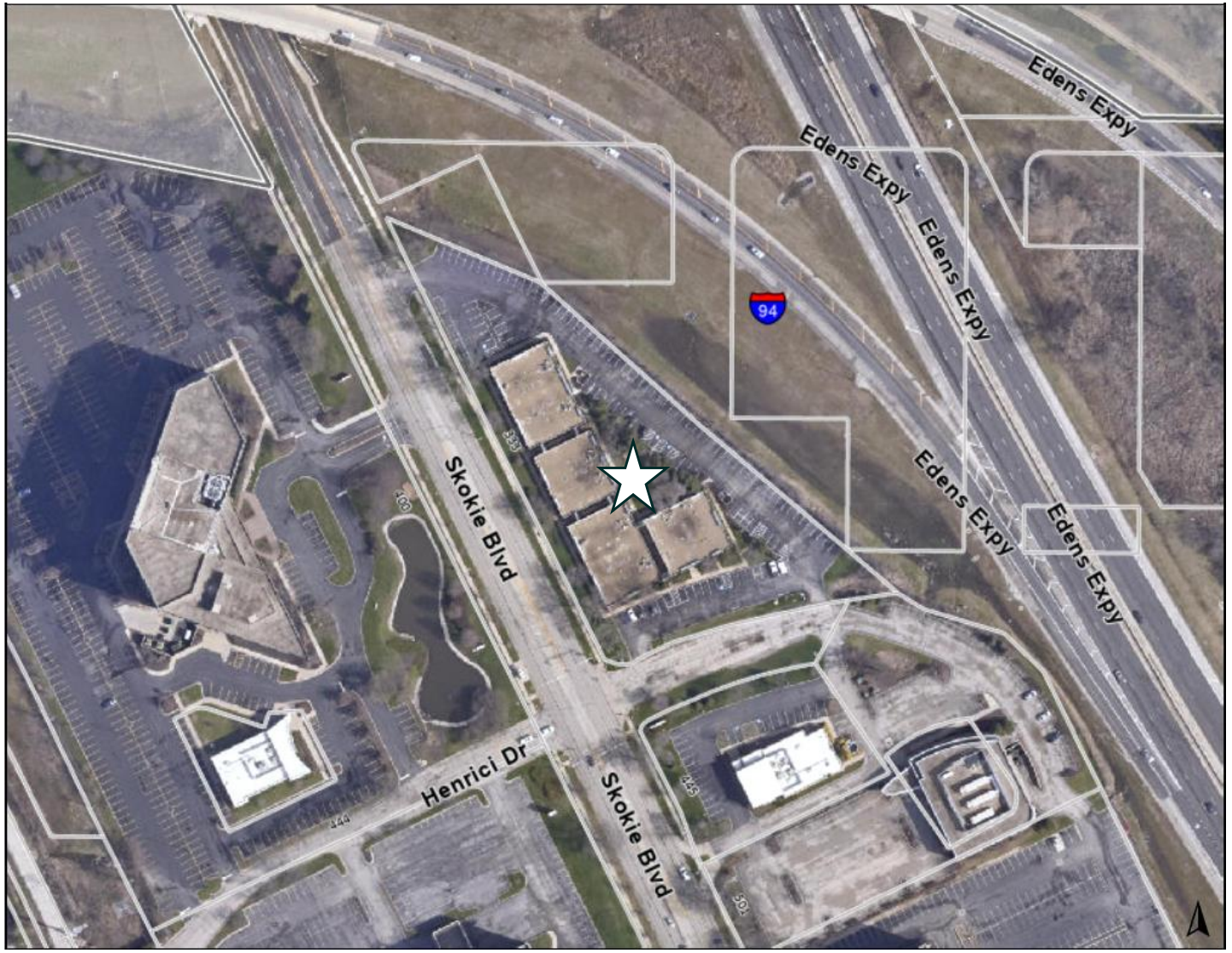
- **Public Hearing Held by Northbrook Plan Commission or Northbrook Board of Trustees**
  - Notice goes to neighbors by certified mail; a sign is posted on the property; and notice is published in the local newspaper.
  - The Applicant presents their proposal, the neighbors are able to speak and ask questions/voice concerns.
  - The body conducting the public hearing makes a recommendation on the request to approve or deny

4

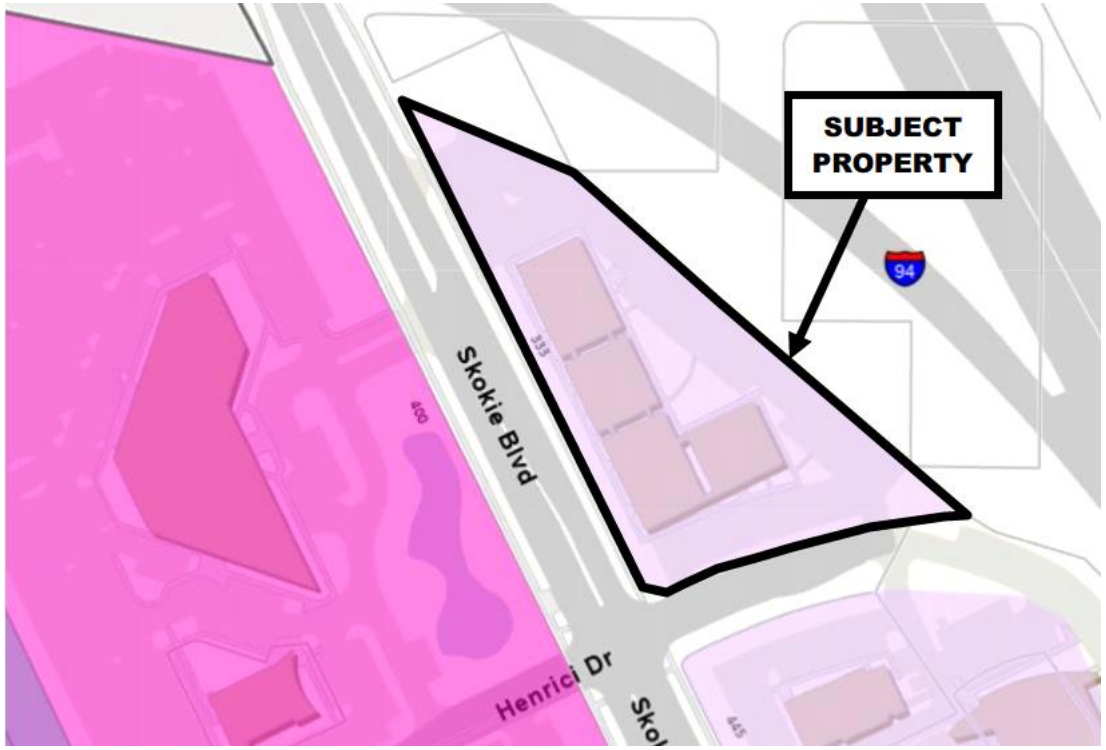
- **Board of Trustees Review of Recommendations & Makes Decision (approve or deny)**
  - The Board of Trustees reviews the record of the public hearing, including all of the public testimony and makes a final decision – they may also ask for further changes before making a decision.
  - Board of Trustees adopts documents formally approving or denying the application.

Existing Conditions

333 Skokie Boulevard



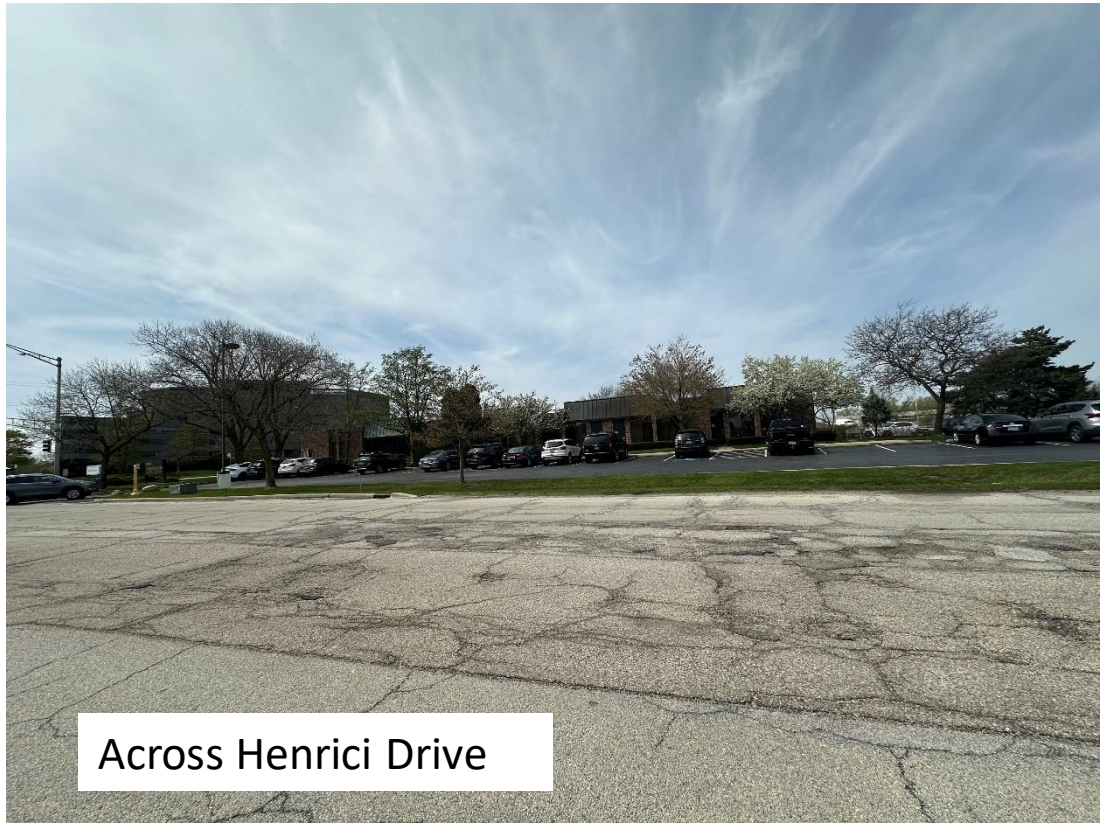
Comprehensive Plan Designation
Office - Professional



Zoning Map
O-3 General Office District



Site Photos



Across Henrici Drive



Across Skokie Blvd



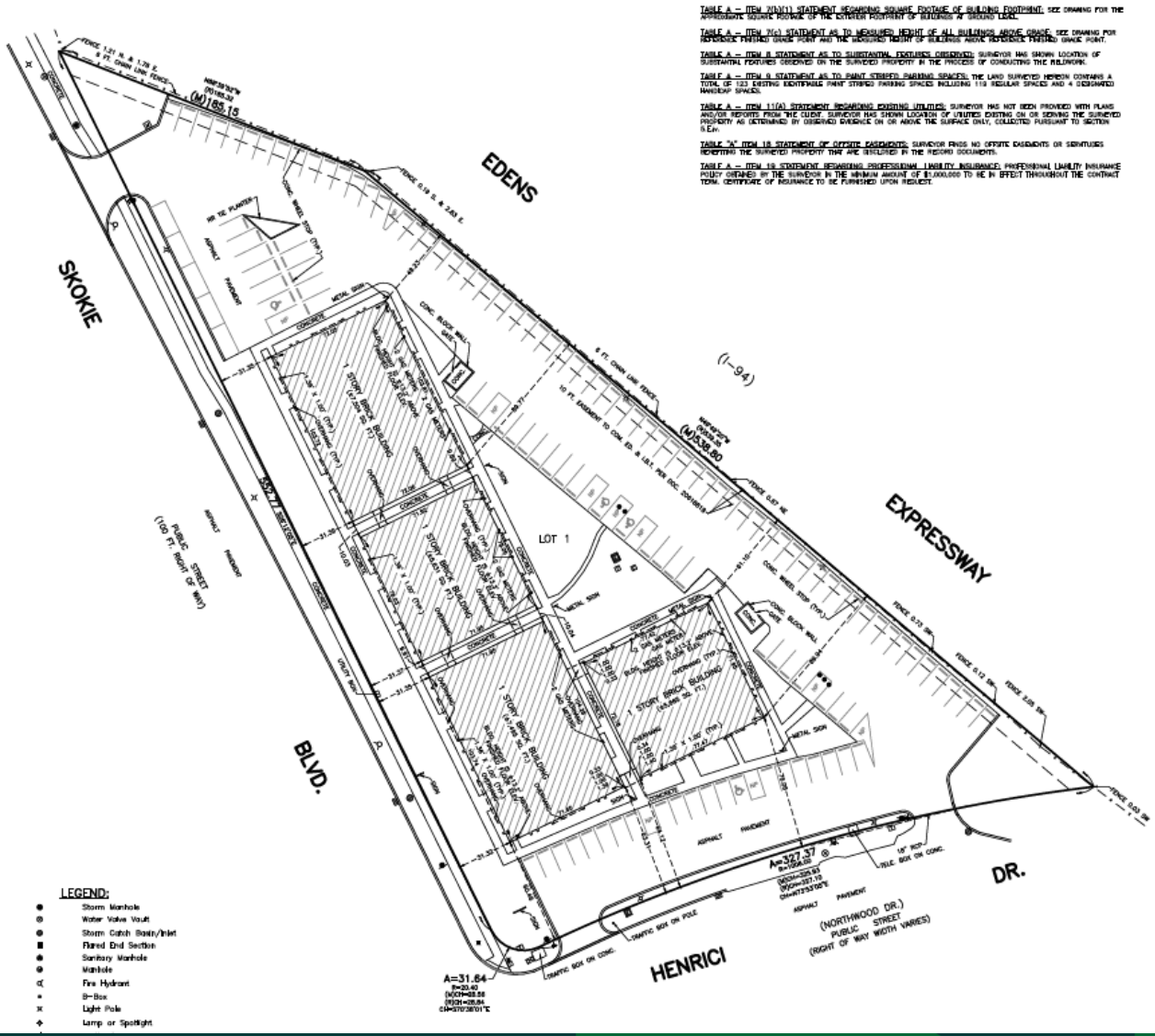
North Parking Lot



East Parking Lot

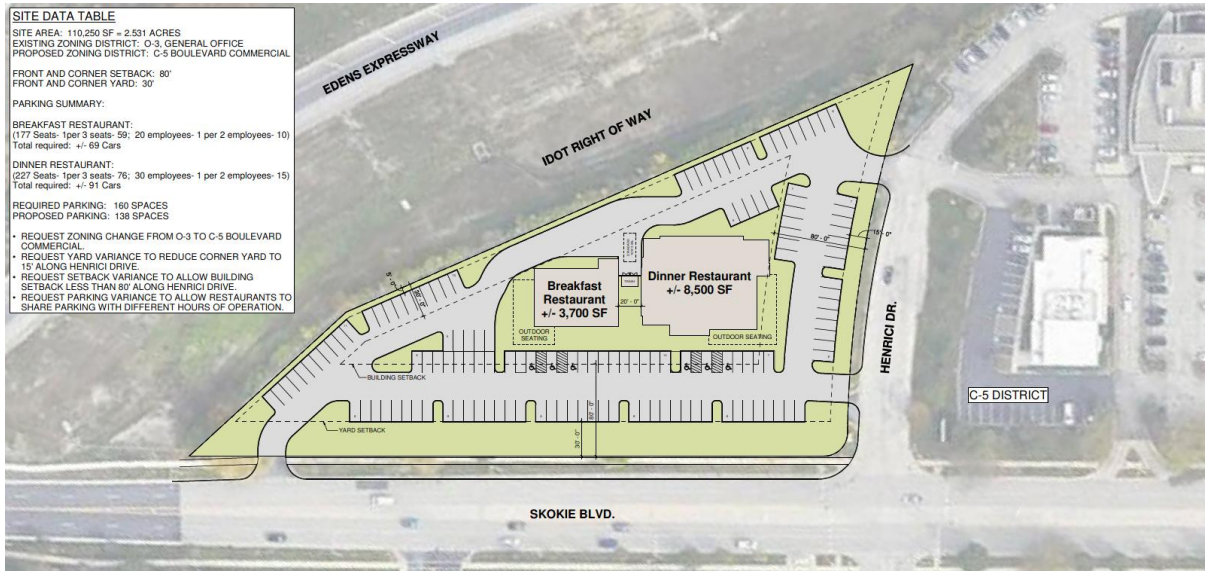
Proposed Plan

Plat of Survey



Proposed Plan

- Two Restaurant Buildings
  - Breakfast & Lunch
    - 3,700sf; 131+40 seats; 20 emp.
    - 7:00am – 2:30pm
  - Lunch & Dinner
    - 8,500sf; 174+53 seats; 30 emp.
    - 11:00am – 10:30pm
- Outdoor Seating Area for each
- Parking - 138 spaces
- Trash enclosure
- Loading Area



Zoning Relief

Zoning Relief

- Comprehensive Plan Amendment from Professional Office to C-5 District;
- Rezone from O-3 General Office District to C-5 Boulevard Commercial District;
- Special Permit for more than one principal structure on a zoning lot (SIC No. 9880.00);
- Front yard and setback variation along Henrici Drive; and
- Site Plan Approval.

Items to Consider

Items to Consider

1) Restaurant use appropriate on the Subject Property?
2) Comprehensive Plan amendment from Professional Office to C-5 District appropriate?
3) Rezoning appropriate for the property from O-3 General Office to C-5 Boulevard Commercial?
4) Appropriate to grant a special permit for two buildings on one zoning lot in the C-5 District?
5) Appropriate to grant variations for the front yard and front setback?
6) Are there any specific concerns the Board has regarding the overall project design such as:
    a) the layout of the development;
    b) the buffers being provided along the periphery; and
    c) access to the site from the streets?
7) Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

May 14, 2024

333 Skokie Blvd: Restaurants – New Development Preliminary Review

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Department Jonathan Mendel
Date: 2024-05-14
Subject: Preliminary Review of a Request for Zoning Relief for 15 Townhome Units at 820 Dundee Road

Overview
The Applicant requests a rezoning, tentative plat of subdivision, and site plan approval, for a 15-unit townhome development with three buildings. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

Fiscal Impact
N/A.

Recommendation
The Board is asked to comment on the proposal and approve a motion that the public hearing is conducted by the Plan Commission.

Background

On May 14, 2024 the Board of Trustees will conduct a preliminary review of an application filed by Ashraf Memon (the "Applicant"), for the property located at 820 Dundee Road (the "Subject Property"), which is owned by Carmelita T. Carriaga (the "Owner"). The Applicant requests the necessary zoning relief to allow a residential development with 15 townhome units.

PROPERTY DESCRIPTION

The Subject Property:

- is zoned R-2 Single Family Residential District;
- is located on the north side of Dundee Road and west of railroad right-of-way (east of Green Acres);
- is two acres (approx.) in size;
- is surrounded by:
    - North: OS Open Space District; former golf course

    - South: OS Open Space District; forest preserve
    - East: R-8 Multi-Family Residential District; condominiums
    - West: OS Open Space District; former golf course
- is designated as appropriate for Multi-Family 6-9 Dwelling Units per Acre in the Comprehensive Plan; the purpose of which includes to accommodate low-rise attached multi-family housing at a density between 6-9 units per acre;
- is not located within the 100-year flood plain;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan;
- The Master Bicycle and Pedestrian Plan does designate Dundee Road in front of the Subject Property as appropriate for a side path (shared use path located adjacent to a roadway).

PROJECT DESCRIPTION:

- The Applicant is proposing to demolish the existing vacant single family home and construct three two-story townhome buildings with a total of 15 for-sale units on an existing two acre Subject Property. Additional details regarding the proposed development are outlined in the attached material submitted by the Applicant.
- The site will be accessed off Dundee Road by a two-way shared driveway connected to the individual units. The property amenities would include a playground with play equipment, open space with benches, surrounded by a sidewalk which will connect to the sidewalk system along Dundee Road.
- There is a 33-foot wide right-of-way depicted as part of the Subject Property shown on the Plat of Survey. Staff will determine if the right-of-way has been dedicated at the time of formal application. If not, it will require dedication as part of this application.
- The Applicant is proposing underground stormwater detention system, located on the south and northeast side of the property as stated in the narrative. Detailed engineering will be reviewed at the time of formal application.
- The three townhome buildings will have five units each. Each townhome unit will have four bedrooms, three and half bathrooms, a private entrance, an attached two car garage, and a fenced private rear yard. The units would be approximately 3,525 square feet in size. The Applicant has submitted floor plans and an elevation rendering showing the design for the proposed buildings, which is attached. The Applicant has not specified the proposed unit pricing for market rate units.
- Based on the Village's Affordable Housing Plan, the Applicant is required to provide 15% or 2.25 affordable units on the property. The Applicant has stated that they would comply with the requirement, providing two (2) affordable units within the development for families qualifying for affordable housing, and pay the fee-in-lieu for the remaining 0.25 units. The affordable units would be mixed-in throughout the development.
- The proposed parking includes 70 parking spaces (4.66 spaces per unit) including the garage, driveway, and the 10 proposed guest parking spaces located on the Subject Property. Based on the Zoning Code, the proposed development requires a total of 68 parking spaces (4.5 spaces per unit). Based on the proposed plan, parking will be in compliance with the requirements of the Zoning Code.

ZONING RELIEF

The following is a brief discussion of the necessary zoning relief.

- Rezoning from R-2 District to R-8 District;
- Approval of Tentative Plat of Subdivision;
- Rear Yard and Setback variation;
- Site Plan Approval.

The Applicant is requesting to rezone the Subject Property from R-2 Single Family District to R-8 Multi-Family District. A townhome is a permitted use in the R-8 multi-family district. As proposed, the 15 units situated on two acres of land would result in a density of 7.5 units per acre. The R-8 district allows a maximum of 9 units per acre. A comparison of the bulk data for the proposed development with the R-8 district shows that the development will be in compliance with the requirements of the Zoning Code, except a rear yard and setback variation would be required for the building along the north property line.

As previously stated, parking will be in compliance with the Zoning Code; an approval of a tentative plat of subdivision and site plan approval would be required as well. During the formal application process, other relief may be identified as further details are provided regarding the project.

SUMMARY

As the Board considers this request, the Board will want to keep the following questions in mind.

- Are the 15 townhomes an appropriate use on the Subject Property?
- Is it appropriate to rezone the property from R-2 to R-8 district, and grant site plan approval for the townhome development?
    - If appropriate for rezoning, is it appropriate to rezone to the R-8 district?
- Is the proposed plan for a tentative plat of subdivision acceptable?
- Is it appropriate to grant a rear yard and setback variation to accommodate the building on the north side of the Subject Property?
- Are there any specific concerns the Board has regarding the overall project design, such as the overall layout of the development, building setbacks, number and layout of guest parking spaces, open space, amenities for the development, the buffers being provided along the periphery and between the buildings, access to the site, the architecture of the buildings, etc.?
- Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

The Applicant and staff will attend the May 14, 2024 Board of Trustees meeting to answer any questions.

Exhibit A - 820 Dundee - Applicant Submittal.pdf
Exhibit B - 820 Dundee - Application Summary, Aerials, Site Photo.pdf
Exhibit C - 820 Dundee - Sustainability Addendum.pdf

Exhibit D - 820 Dundee - BOT 5-14-24.pdf

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: Carmelita T. Carriaga

Primary Contact:

Address 173 E Delaware PL #6112

City, State, Zip Chicago, IL 60611

Phone No. 702-768-2263

Email Ctcarriaga@yahoo.com

Applicant Information

Legal Name Ashraf Memom

Primary Contact:

Company

Address 9125 W. Emerson St

City, State, Zip Des Plains, IL 60016

Phone No. 847-863-6169

Email memon.ashraf@yahoo.com

Property Information

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

Site Location/Address: 820 Dundee Rd, Northbrook, IL 60062

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

Size of Building Space, if applicable: 3057 SqFt (square feet)

Current Zoning[1]: R-2

Current Use of the Property: Vacant Single-Family Home

[1] www.northbrook.il.us/zoningmap

OVER →

ZONING CHANGE AUTHORIZATION

Dear Sir/Madam,

I CARMELITA T. CARRIAGA owner of 820 Dundee Rd, Northbrook, IL 60062 (04023010100000) authorize the prospective new owner Ashraf Memon, and his group to apply for a change of zoning classification.

Carmelita T. Carriaga, MD 4/27/2024

Carmelita T. Carriaga

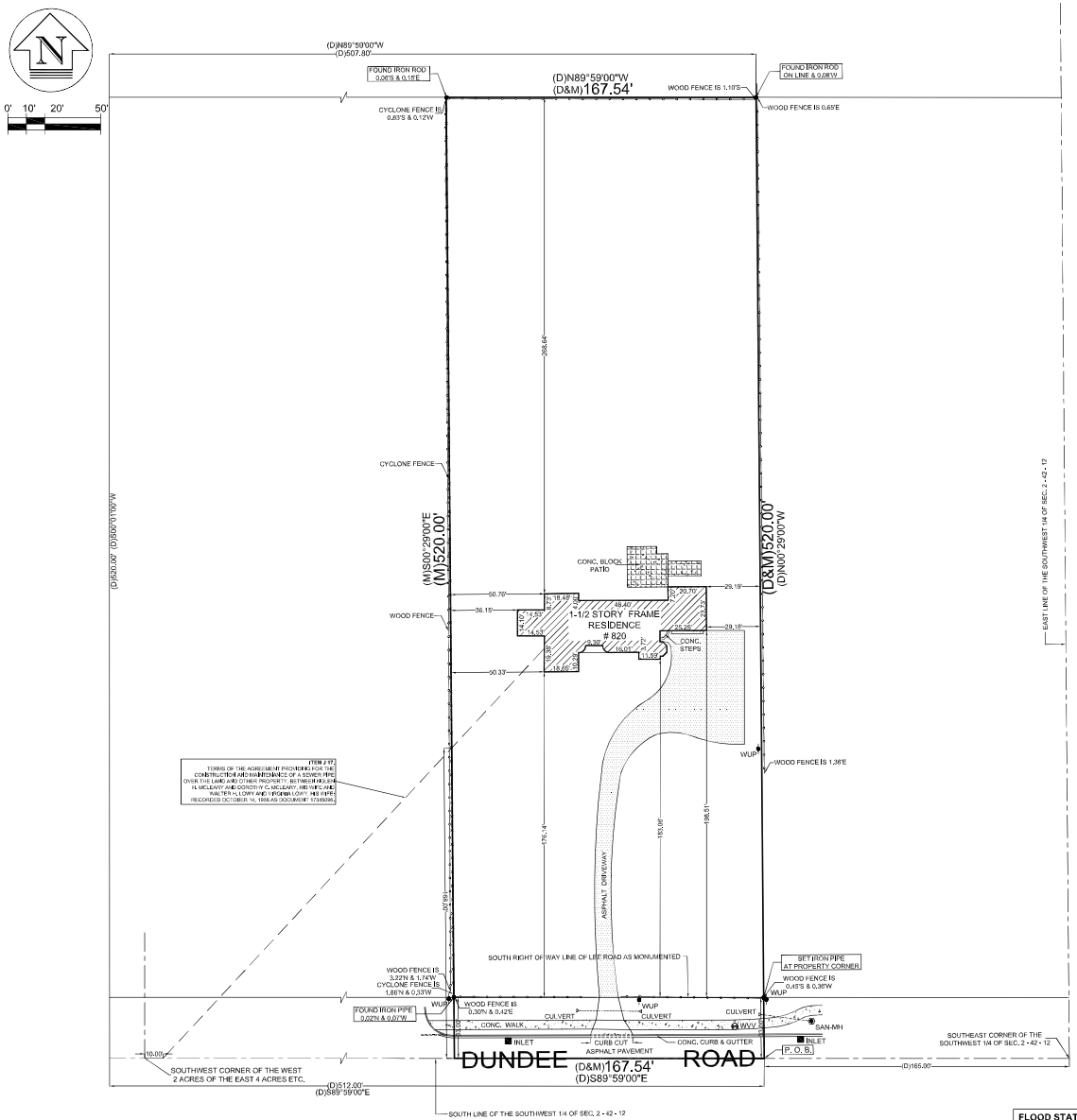
Vivid Design & Development

773-682-4456
VividArchitecture28@gmail.com

15 Unit Townhomes
820 Dundee Rd,
Northbrook, IL
60062

As it is now the property of 820 Dundee Rd consists of a vacant single family home on a two acre lot. The current owner of the residence has moved out of the house and it is currently vacant. The goal of the project at 820 Dundee Rd is to build 15 Luxury Executive Townhouses with Modern Finishes. All town homes will be for sale. Fifteen Town homes will be divided into three buildings with five units in each building. Each unit will also come with a fenced in Private Yard. Building will be 30’-2.5” tall. These units will have four bedrooms, three and half baths. With a basement, first & second floor, each unit will be approximately 3525 SF (including the garage). Each unit is provided with four parking spots. Two in the garage and two on the driveway. There will also be an additional ten parking spots provided on the street. Two out of the 15 units will be given for affordable housing and the fee will be paid for the remaining 0.25 units. Subdivision will be surrounded by greenery, and will have a playground along with sidewalks. Storm water detention along with all water detention will be led to two Cultec underground storage system. The storage systems are located on the south side of the property and the other on the north east. Spanning 70'Lx20'Wx5'D, it provides 7,000 Cubic Feet of storage.

Thank you,
Sebastian Tibu



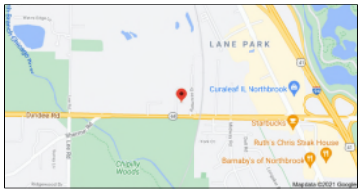
R.O.W. HERETOFORE DEDICATED
AS FOR PUBLIC STREET PURPOSES

ORDERED BY:
KEITH L. MOORE, ESQ.
SCALE : 1" = 30'
DATE :JULY 12, 2021
FILE No.:
2021 - 29041

DATE	REVISION

LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
INLET	INLET
WVV	WATER VALVE VAULT
WUP	WOOD UTILITY POLE
(D)	DEED DATA
(M)	MEASURED DATA

LOCATION MAP



UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 FAX : (244) 633 - 5048
E-MAIL: USURVEY@USANDCS.COM

ALTA / NSPS LAND TITLE SURVEY

OF

THE EAST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 165 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE NORTH 00 DEGREES 29 MINUTES WEST 520 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 59 MINUTES WEST 507.80 FEET; THENCE SOUTH 00 DEGREES 1 MINUTE WEST 520 FEET TO A POINT ON THE SOUTH LINE FROM THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 512 FEET TO THE PLACE OF BEGINNING IN VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS.

KNOWN AS: **820 DUNDEE ROAD, NORTHBROOK, ILLINOIS**

PERMANENT INDEX NUMBER: 04 - 02 - 301 - 010 - 0000

AREA = 87,118 SQ. FT. OR 2.00 ACRES

NOTE:
THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT OR ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.

VILLAGE OF NORTHBROOK, ILLINOIS

ZONING REQUIREMENTS:

R-8 - MULTY-FAMILY (UP TO 9 DUA)

NOTES:

-THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET **DUNDEE ROAD.**;

-THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;

-THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;

-THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS;

- ELECTRIC, GAS, TELEPHONE AND WATER UTILITY AND STORM AND SANITARY SEWER SYSTEMS ACCESS THE PROPERTY IN LEGALLY DEDICATED RIGHTS OF WAY THAT BENEFIT THE PROPERTY.

- THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES, GRAVE SITES OR BURIAL GROUNDS LOCATED ON THE PROPERTY.

- ITEM # 8 FROM TABLE A
ALL SUBSTANTIAL FEATURES OBSERVED ON THE PROPERTY HAVE BEEN PLOTTED.

- ITEM # 9 FROM TABLE A
THERE ARE NO STRIPED PARKING SPACES ON THE PROPERTY.

- ITEM # 10 FROM TABLE A
THERE ARE NO PARTY WALLS (ALL WALLS ARE INDEPENDENT).

- ITEM # 11 FROM TABLE A
ALL VISIBLE UTILITIES ARE PLOTTED.

- ITEM # 16 FROM TABLE A
AT THE TIME OF THIS SURVEY, NO VISIBLE RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS WERE NOTED.

- ITEM # 17 FROM TABLE A
AT THE TIME OF THIS SURVEY, THERE IS NO EVIDENCE OF CHANGES IN RIGHT OF WAY EITHER COMPLETED OR PROPOSED AND RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

- ITEM # 20 FROM TABLE A
RELATING TO PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $ 1,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

FLOOD STATEMENT:

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION **"X" -** AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP **17031 C 0093 J,** WITH A DATE OF IDENTIFICATION OF **AUGUST 19, 2008**, FOR COMMUNITY NUMBER **170132 0093 J**, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CHICAGO TITLE AND TRUST COMPANY
COMMITMENT NO.: **21SA6282083SK**
EFFECTIVE DATE: **JUNE 28, 2021**

ITEMS CORRESPONDING TO SCHEDULE B, PART II:

ITEMS 1 - F 13.
NOT SURVEY RELATED.

ITEM G 14.
RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

ITEM H 15.
RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

ITEM I 16.
EASEMENT TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS TO ERECT AND MAINTAIN POLES, CABLES AND OTHER EQUIPMENT IN, UPON AND ACROSS THE LAND AS CONTAINED IN A GRANT FROM CHARLES SCHNADT (NOT DATED) AND RECORDED DECEMBER 31, 1917 AS DOCUMENT 6254920.
(UNABLE TO BE PLOTTED - DOCUMENT DOES NOT GIVE EXACT LOCATION)

ITEM J 17.
TERMS OF THE AGREEMENT PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER PIPE OVER THE LAND AND OTHER PROPERTY, BETWEEN NOLEN H. MCLEARY AND DOROTHY C. MCLEARY, HIS WIFE AND WALTER H. LOWY AND VIRGINIA LOWY, HIS WIFE; RECORDED OCTOBER 14, 1958 AS DOCUMENT 17345096.
(PLOTTED ON THE DRAWING)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, **ROY G. LAWNICZAK**, A REGISTERED LAND SURVEYOR, **LICENSE NO. 35-2290**, IN AND FOR THE STATE OF ILLINOIS AND LEGALLY DOING BUSINESS IN COOK COUNTY, DO HEREBY CERTIFY TO:

- CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1995 AND KNOWN AS TRUST NUMBER 6951122

- CHICAGO TITLE INSURANCE COMPANY

AND TO THEIR SUCCESSORS AND ASSIGNS, THAT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH **2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS**, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1),7(c), 8, 9, 10(a), 11(a), 14, 16 17, AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JULY 12, 2021

DATE OF PLAT: JULY 29, 2021.

ROY G. LAWNICZAK
35-002290
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHICAGO, IL

BY: _____

ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2023

820 Dundee Rd

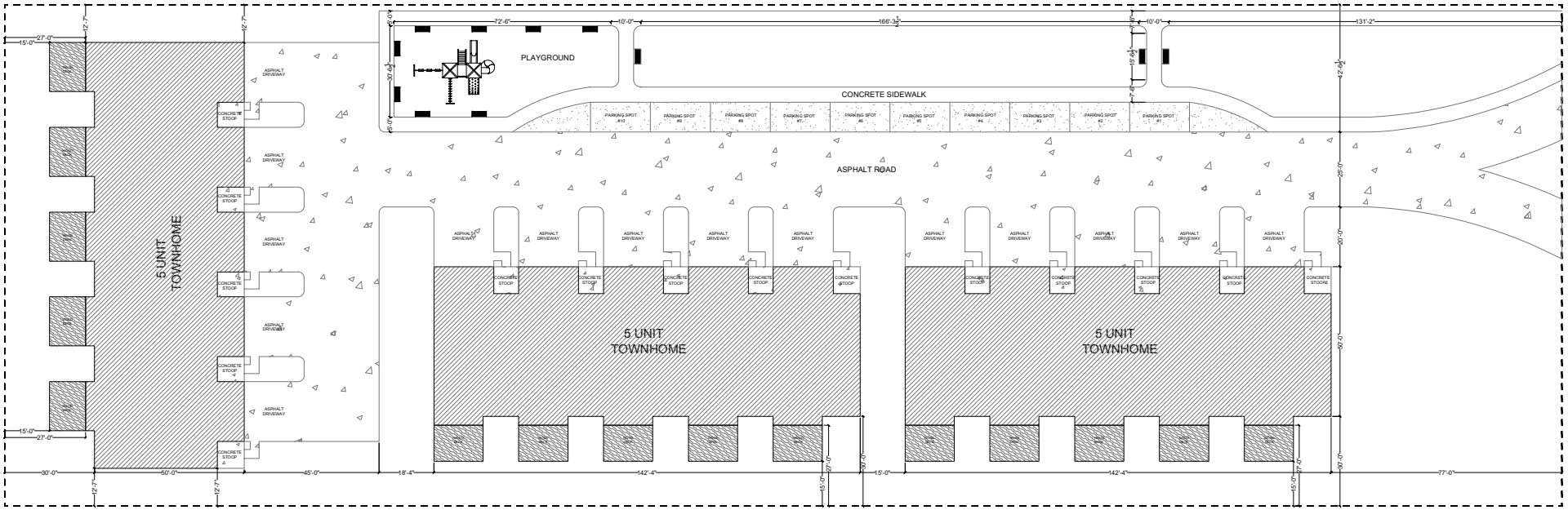
Three 5-unit Townhouses
Concept Site

PROPOSED CONCEPT SITE PLAN

ASPHALT

PARKING

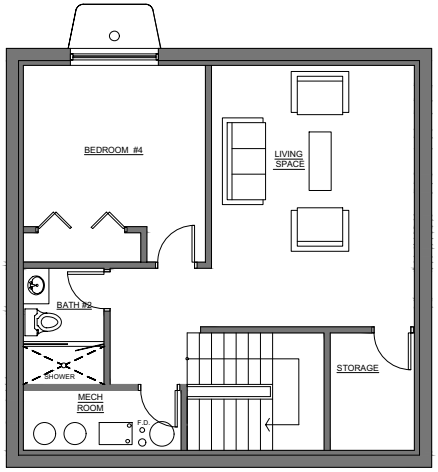
PLAYGROUND



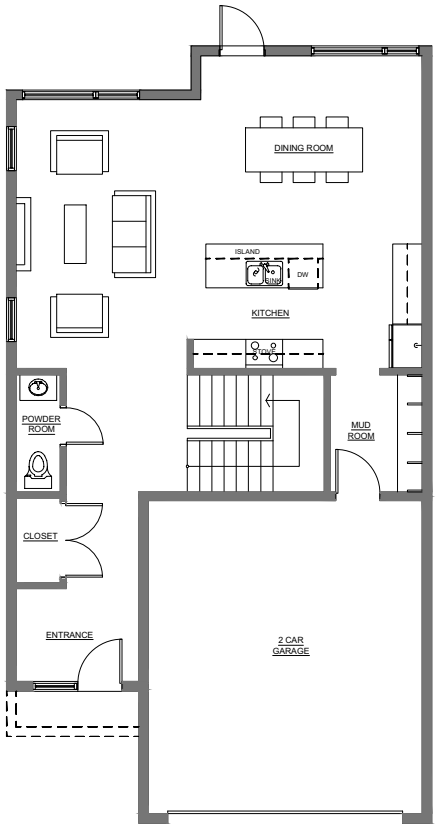
1 Site Plan
SCALE: 1/16" = 1'-0"

820 Dundee Rd

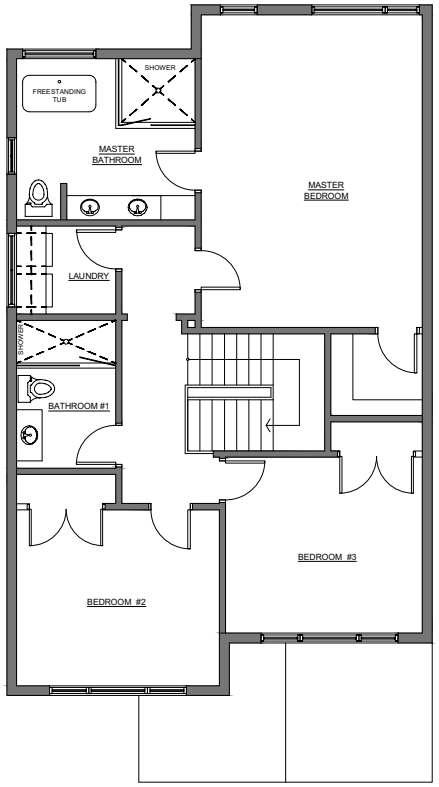
Three 5-unit Townhouses
Concept Floor Plans
3525 SF w/ Garage
3094 SF w/o Garage



1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"



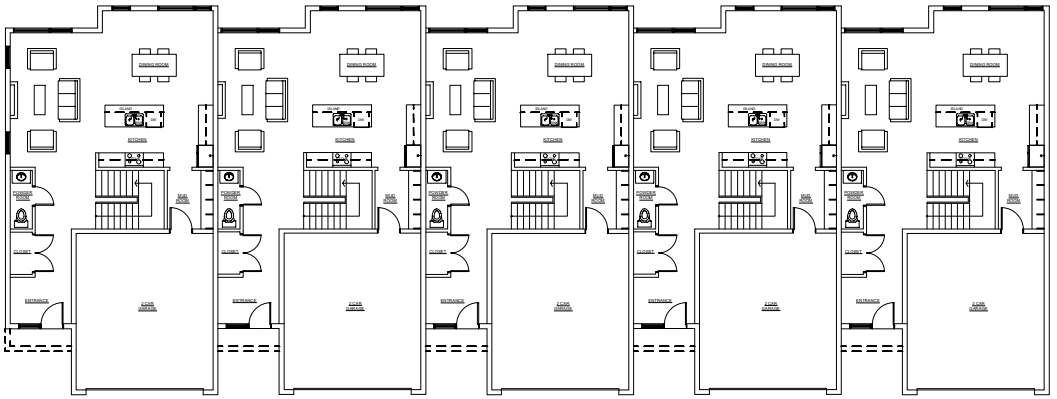
2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



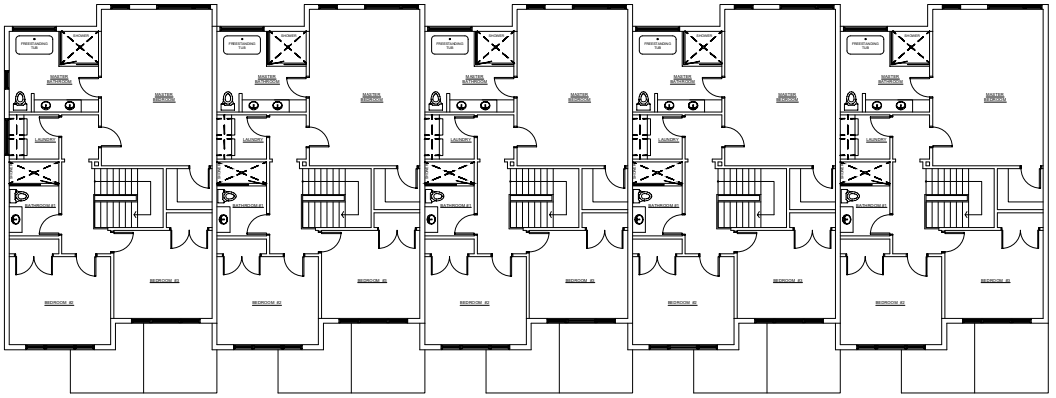
3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

820 Dundee Rd

Three 5-unit Townhouses
Concept Site



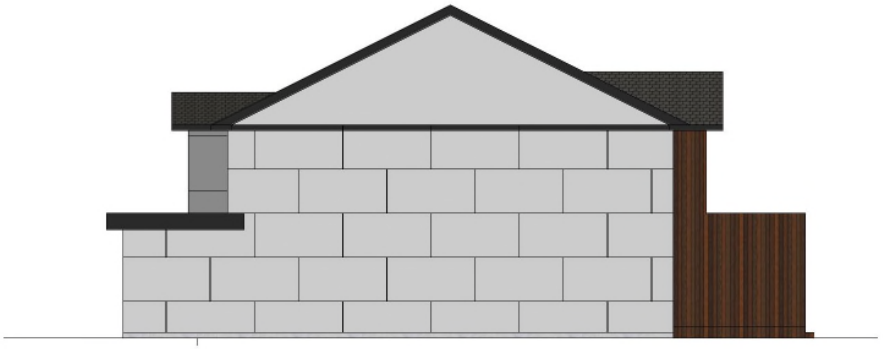
1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

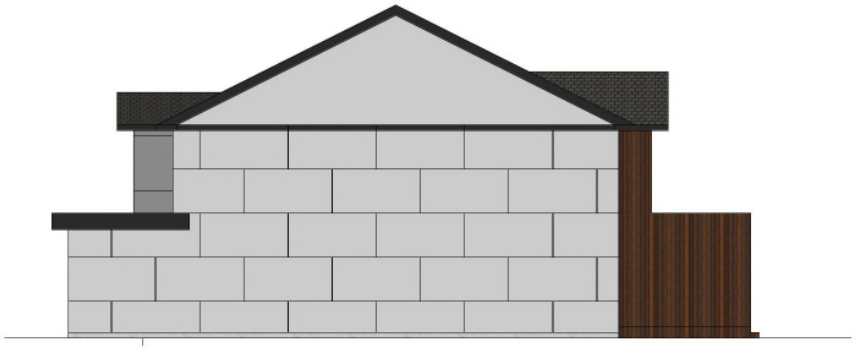


2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"









5 UNIT
TOWNHOME
5 UNIT
TOWNHOME
5 UNIT
TOWNHOME

GENERAL NOTES:

1. CALL JULIE 1-800-892-0123 BEFORE EXCAVATING.
2. GENERAL CONTRACTOR TO PROMPTLY REMOVE ANY EXCAVATED MATERIAL NOT REQUIRED FOR SITE BACKFILL.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR KEEPING ROADWAY FREE OF EXCESSIVE DEBRIS AT ALL TIMES. STREET SHOULD BE OPEN TO TRAFFIC AT ALL TIMES.
4. ALL UTILITY STRUCTURES, POWER POLE, FIRE HYDRANTS, TREES, & ETC. AFFECTED BY THE IMPROVEMENT ARE TO BE RELOCATED AT DEVELOPERS OR HOMEOWNER'S EXPENSE.
5. NO CONCENTRATED DISCHARGE OF STORM WATER TO ADJACENT PROPERTIES SHALL BE ALLOWED. ALL STORM DRAINAGE SHALL BE CONVEYED TOWARD FRONT OR REAR OF PROPERTY SO IT DOES NOT ADVERSELY AFFECT ADJACENT PROPERTIES.
6. PROPER TRAFFIC CONTROL (IDOT STANDARDS) SHALL BE USED FOR ALL OBSTRUCTIVE STREET WORK.
7. GENERAL CONTRACTOR SHALL NOTIFY CITY / VILLAGE PRIOR TO THE START OF CONSTRUCTION.
8. ALL SITE IMPROVEMENTS MUST CONFORM TO THE GOVERNING VILLAGE'S OR CITY'S ENGINEERING STANDARDS AND SPECIFICATIONS.
9. REFER TO THE APPROVED ZONING APPLICATION FOR ALL SETBACK DIMENSIONS.
10. ANY VILLAGE STREET THAT IS DISTURBED WILL BE RESTORED AS FOLLOWS:
    - 10.1. ASPHALT PAVEMENTS (2-INCH BITUMINOUS SURFACE COURSE AND 8-INCH BAM)
    - 10.2. CONCRETE PAVEMENTS (7" PCC CLASS PP WITH #6 BARS DOWELED 30"O.C. INTO THE ADJACENT PAVEMENT).
11. ANY EXISTING BROKEN OR CRACKED SIDEWALK SQUARES AND/OR DAMAGED SIDEWALK RESULTING FROM THE PROPOSED IMPROVEMENTS MUST BE REMOVED AND REPLACED TO THE SATISFACTION OF THE VILLAGE PUBLIC IMPROVEMENT INSPECTOR. THE SIDEWALK SHALL BE COMPRISED OF FIVE-INCHES OF CLASS SI CONCRETE, SIX-INCHES THROUGH DRIVEWAYS, OVER A THREE-INCH COMPACTED CA-6 STONE BASE. THE SIDEWALK SHOULD DRAIN AT ¼" PER FOOT TOWARD THE ROADWAY.
12. AGGREGATE BASE COURSE FOR DRIVEWAY & SIDEWALKS SHALL CONSIST OF MINIMUM 4" CA-6 COMPACTED TO 95% STANDARD PROCTOR DENSITY.
13. THE CONTRACTOR MUST CONTACT THE PERMIT COORDINATORS AT LEAST 48 HOURS IN ADVANCE TO SCHEDULE INSPECTIONS FOR ALL PROPOSED SANITARY SEWER, WATER SERVICE, STORM SEWER AND RELATED DRAINAGE STRUCTURES, FINAL GRADING AND DRIVEWAY/PATIOS/WALKS INSTALLATION.
14. ALL VEHICLES ASSOCIATED WITH ANY CONSTRUCTION PROJECT IN RESIDENTIAL AREAS SHALL BE REQUIRED TO PARK ON THE SITE UNLESS OTHERWISE ALLOWED BY CITY / VILLAGE.
15. ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED DEMOLITION / DEVELOPMENT / TREE PRESERVATION PLAN.
16. AN APPROVED DEMOLITION / DEVELOPMENT / TREE PRESERVATION PLAN MUST BE AVAILABLE ON THE BUILDING SITE.
17. STAY WITHIN DESIGNATED WORK ACCESS AREAS SHOWN ON THE PLAN.
18. ALL UTILITY STRUCTURES, POWER POLES, FIRE HYDRANTS, TREES, ETC. AFFECTED BY THE IMPROVEMENT ARE TO BE RELOCATED AT DEVELOPERS OR HOMEOWNERS EXPENSE.
19. ALL WORK SHALL BE COMPLETED SAFELY AND IN COMPLIANCE WITH OSHA, IDOT, ADA, AND LOCAL GOVERNING VILLAGE/TOWNSHIP/CITY STANDARDS.
20. RECORD DRAWINGS SHALL BE PROVIDED FOLLOWING CONSTRUCTION.
21. ALL WORK SHALL BE IN COMPLIANCE WITH THE CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.

SOIL EROSION / SEDIMENT CONTROL NOTES:

1. INSPECT SILT FENCE AFTER EACH RAINFALL AS INCREASED SEDIMENT AND OTHER MATERIALS TEND TO ACCUMULATE DURING STORMS. LOOK FOR GAPS AND TEARS ALONG THE FENCE. IF ANY ARE FOUND, REPLACE AND/OR REPAIR THE FABRIC TO ENSURE THE FENCE REMAINS IN GOOD WORKING CONDITION.
2. PERFORM ROUTINE DAILY INSPECTIONS OF SILT FENCE BEFORE THE START OF WORK. REPLACE/REPAIR ANY TORN OR DAMAGED AREAS OF FENCE.
3. THE EXPECTED LIFE OF SILT FENCE FABRIC IS USUALLY 6-8 MONTHS. INSPECT SILT FENCE OFTEN AS THE FABRIC WEATHERS AND DETERIORATES. INSTALL NEW SILT FENCE AS NEEDED TO ENSURE PROPER EROSION CONTROL.

LEGEND & ABBREVIATIONS:

BENCHMARK (BM)
ELEVATION POINT
FENCE
FLOW LINE
RIGHT OF WAY (ROW)
CONTOUR
ADJ — CONTOURS TO BE ADJUSTED
AEU — AVERAGE EXISTING GRADE
R — STRUCTURE TO BE REMOVED
R&R — STRUCTURE TO BE REM. & REP.
ASPH — ASPHALT
CONC, PCC — CONCRETE
FC — FRAME & COVER
AR — ADJUSTING RINGS
AR&FC — ADJUSTING RINGS & FRAME & COVER
FV — FIELD VERIFY
CGC — CONCRETE DR. GOOD CONDITION
CFC — CONCRETE DR. FAIR CONDITION
CPC — CONCRETE DR. POOR CONDITION
BGC — BITUMINOUS DR. GOOD CONDITION
BFC — BITUMINOUS DR. FAIR CONDITION
BPC — BITUMINOUS DR. POOR CONDITION
BRP — BRICK PAVER
NW — NO WORK
EOP — EDGE OF PAVEMENT
B-B — BACK OF CURB TO BACK OF CURB
E-E — EDGE OF PAVEMENT TO EDGE OF PAV

= CONCRETE
= BUILDING

Tree
Wood Fence
Wire Fence
Iron Fence
Fire Hydrant
Water Valve
B-Box
Water Manhole
Storm Manhole
Catch Basin
Inlet
Sanitary/Combined Manhole
Wood Power Pole
Down Spout
Downspout Spout
Culvert
Sanitary Sewer
Water Main
Overhead Wires

N = North
S = South
W = West
E = East
T/F = Top of Foundation
B/S = Bottom of Siding
F/G = Finish Floor
G/S = Garage Slab
T/C = Top of Curb
B/C = Back of Curb
T/W = Top of Wall
T/P = Top of Pipe
Conc. = Concrete

SITE PROTECTION NOTES:

1. PROVIDE A 6-FOOT HIGH LINK FENCE & SILT FENCE AROUND WORK AREA BEFORE STARTING CONSTRUCTION (ORANGE SNOW FENCE IS NOT PERMITTED). FENCING MUST REMAIN IN PLACE THROUGHOUT ENTIRE DURATION OF CONSTRUCTION UNTIL VILLAGE ALLOWS REMOVAL.
2. PRIOR TO COMMENCEMENT OF ANY WORK ON SITE, THE PROTECTIVE FENCING SHALL BE REVIEWED BY THE VILLAGE OF INSPECTIONAL SERVICES DEPARTMENT.
3. TREE PROTECTION FENCE AND SILT FENCE FOR ALL PROTECTED TREES MUST BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION. TREE FENCE FOR PROTECTED TREES SHOULD REMAIN IN PLACE THROUGHOUT CONSTRUCTION, EXCEPT WHEN DIRECT ACCESS IS NECESSARY. BEFORE ENTERING TREE PROTECTION AREA, CHECK WITH THE SITE SUPERVISOR.
4. ALL REQUIRED TREE AND SILT FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISHED GRADING AND LANDSCAPING AND CAN ONLY BE REMOVED UPON REVIEW AND APPROVAL BY A VILLAGE INSPECTIONAL SERVICES INSPECTOR.
5. ATTACHMENTS (WIRES, FENCES, ETC.) OTHER THAN THOSE APPROVED FOR GUYING, BRACING, OR WRAPPING MUST NOT BE ATTACHED TO LANDMARK/PROTECTED TREES.
6. ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTORS EMPLOYEES AND GENERAL PUBLIC SAFETY.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE VILLAGE AND THE OWNER, OR REPLACED.

DEMOLITION NOTES:

1. AN APPROVED DEMOLITION PLAN/PERMIT MUST BE AVAILABLE ON THE BUILDING SITE.
2. EXISTING UTILITY SERVICES (WATER, SANITARY, STORM, ETC.) SHALL BE REMOVED AND PLUGGED AT THEIR RESPECTIVE MAIN PRIOR TO DEMOLITION.
3. MATERIALS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES.

FOUNDATION NOTES:

1. AN APPROVED DEVELOPMENT PLAN MUST BE AVAILABLE ON THE BUILDING SITE.
2. FOUNDATION STAKEOUT MUST BE COMPLETED BY LICENSED SURVEYOR PRIOR TO ANY EXCAVATION WORK.
3. A SPOT SURVEY IS REQUIRED TO BE COMPLETED BY LICENSED SURVEYOR (AND REVIEWED / APPROVED BY VILLAGE SERVICES) PRIOR TO COMMENCEMENT OF FRAMING WORK.
4. CONTRACTOR TO PROMPTLY REMOVE ANY EXCAVATED MATERIAL NOT REQUIRED FOR SITE BACKFILL.
5. CONTRACTOR SHALL VERIFY ADEQUATE SOIL BEARING PRESSURE AT ELEVATION OF PROPOSED FOUNDATION FOOTINGS PRIOR TO PLACING CONCRETE. CONSULTATION WITH SOIL SCIENTIST IS STRONGLY RECOMMENDED.

LEGAL DESCRIPTION:

THE EAST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 165 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST ¼, THENCE NORTH 00 DEGREES 29 MINUTES WEST, 520 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ¼, THENCE NORTH 89 DEGREES 59 MINUTES WEST, 507.80 FEET, THENCE SOUTH 00 DEGREES 1 MINUTE WEST, 520 FEET TO A POINT ON THE SOUTH LINE FROM THE PLACE OF BEGINNING, THENCE SOUTH 89 DEGREES 59 MINUTES EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼, 512 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS.

GROSS LAND AREA – 87,117 sq. ft. – 2.000 acres, more or less
NET LAND AREA – 81,598 sq. ft. – 1.873 acres, more or less
COMMONLY KNOWN AS: 820 DUNDEE RD, NORTHBROOK, IL 60062

UTILITY NOTES:

1. ALL BASEMENTS MUST HAVE A SEWER EJECTOR AND OVERHEAD SEWER SYSTEM.
2. FOOTING DRAINS CONNECT TO SUMP THAT DISCHARGES TO STORM SEWER.
3. DOWNSPOUTS TO SPLASH TO GRADE, BE DIRECTED TOWARD THE FRONT OR REAR OF THE HOME, NOT DISCHARGE WITHIN 10' OF THE PROPERTY LINES AND NOT CONNECT TO THE STORM SEWER.
4. INSTALL TIE-INS TO SATISFACTION OF VILLAGE. ALL PROPOSED CONNECTIONS TO HAVE A SECTION OF THE MAIN REPLACED WITH A WYE SECTION.
5. ALL SEWER, WATER, AND GAS UTILITIES TO BE FIFTEEN (15) FEET FROM MATURE TREES AND FIVE (5) FEET FROM SMALL TREES. UTILITIES CLOSER THAN THESE LIMITS MUST BE AUGERED.
6. WATER SERVICE, SANITARY SERVICE, AND STORM SEWER SHALL BE AUGURED UNDER THE STREET.
7. MINIMUM 10 DISTANCE BETWEEN NEW SANITARY AND WATER SERVICES.
8. INSTALL FIRST SANITARY CLEANOUT WITHIN 10 FEET OF HOUSE.
9. PLUMBER TO VERIFY TIE-IN INVERTS FOR STORM AND SANITARY BEFORE PLACING SEWER PIPE.
10. ALL SEWER LINES SHALL UTILIZE 22-DEGREE, 45-DEGREE, OR LONG-SWEEP 90-DEGREE FITTINGS TO ACCOMMODATE CHANGES IN DIRECTION.
11. ALL NEW PLUMBING MUST MEET ILLINOIS PLUMBING CODE.
12. NEW WATER SERVICE SHALL BE INSTALLED W/ MIN 6'-0" SERVICE DEPTH.
13. CONTACT PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO REQUEST A MAIN TAP.
14. FOR NEW UTILITIES LOCATED IN PARKWAY AND NON-PAVED AREAS, REFER TO DETAIL U-24. FOR PAVED AREAS, REFER TO DETAIL U-25.
15. WATER & SANITARY SERVICES MUST BE INSTALLED BY A LICENSED PLUMBER.
16. THE OWNER MUST PROVIDE WRITTEN NOTICE (WITH CONTACT PERSON'S NAME, ADDRESS & PHONE NUMBER) AT LEAST ONE WEEK IN ADVANCE TO ALL AFFECTED RESIDENTS WHOSE FRONTAGE WILL BE DISTURBED TO PERFORM ANY REQUIRED OFF-SITE UTILITY SERVICE CONNECTION WORK ASSOCIATED WITH THE SUBJECT PROPERTY. SITE UTILITY SERVICE CONNECTION WORK ASSOCIATED WITH THE SUBJECT PROPERTY. IN ADDITION, THE NOTIFICATION MUST STATE THE STATE THAT THE FINAL SURFACE RESTORATION WILL BE COMPLETED WITHIN FIVE CALENDAR DAYS FOLLOWING COMPLETION OF THE WORK IN SAID AREAS, WEATHER PERMITTING. A COPY OF SAID CORRESPONDENCE MUST ALSO BE PROVIDED TO THE ENGINEERING DEPARTMENT, ATTN: PUBLIC IMPROVEMENTS INSPECTOR, ONE WEEK BEFORE THE WORK IS TO BE PERFORMED.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE VILLAGE AND THE OWNER, OR REPLACED AT THE CONTRACTOR'S OWN EXPENSE..
18. UTILITY SERVICES SHALL BE AS FOLLOWS:
    - 18.1. WATER - TYPE "K" COPPER
    - 18.2. SANITARY - PVC SDR 26 PIPE CONFORMING TO ASTM D-3034 WITH GASKET JOINTS CONFORMING TO ASTM D-3212. DUCTILE IRON PIPE PAST FOUNDATION OVERDIG.
    - 18.3. STORM – PVC SDR 26 PIPE CONFORMING TO ASTM D-3034 WITH GASKET JOINTS CONFORMING TO ASTM D-3212.
19. THE PROPOSED STORM/SANITARY SERVICE CONNECTION TO THE EXISTING SEWER LINE SHALL BE MADE WITH A SEWER TAP MACHINE WITH HUB AND STAINLESS STEEL SADDLE.
20. SUMP PUMP IS TO BE CONNECTED TO THE PROPOSED STORM SEWER SERVICE UTILIZING 4-INCH PVC SDR 26 PIPE.
21. THE CONTRACTOR SHALL COORDINATE WITH THE PUBLIC WORKS DEPARTMENT TO INSTALL AN EXTERIOR REMOTE READING DEVICE.
22. TO PREVENT "FLOATING" OF PVC PIPING, ONLY USE SELECT EARTH BACKFILL AND BEDDING WITH THE EXCEPTION OF ALL DRIVEWAY LOCATIONS WHERE FULL DEPTH CA-6 IS REQUIRED.
23. PROTECT ALL EXISTING AND NEW DRAINS USING ABOVE-GRADE INLET FILTERS (SEE DETAIL ER-5)
24. TO AVOID TRENCHING ACROSS ROADS AND/OR SIDEWALKS, NEW SERVICES SHALL BE EITHER AUJERED OR DIRECTIONALLY DRILLED UP UNTIL THE CONNECTION POINT. PAVEMENT PATCH SHALL MATCH EXISTING PAVEMENT CROSS SECTION.

GRADING & DRAINAGE NOTES:

1. CALL J.U.L.I.E. FOR UTILITY LOCATIONS BEFORE DIGGING OR TREE PLANTING.
2. PROPOSED GROUND ELEVATION AT FOUNDATIONS AS NOTED ON PLANS. PROPOSED ELEVATIONS ARE TOP OF SOD OR DRIVEWAY. FINISHED DIRT GRADE IN LAWN AREAS SHALL BE 2" BELOW TOP OF SOD.
3. RUNOFF FROM ROOF OF NEW STRUCTURE TO BE COLLECTED BY GUTTERS, AND DOWNSPOUTS ARE TO DISCHARGE A MINIMUM OF 10 FEET FROM ANY PROPERTY LINE.
4. ALL NEW PLANTINGS SHALL CONFORM TO THE MOST RECENTLY ADOPTED AMERICAN STANDARD FOR NURSERY STOCK.
5. NO WOOD CHIPS OR MULCH IN SIDEYARD DRAINAGE SWALE AREAS.
6. ALL STORM DRAINAGE SHALL BE CONVEYED TOWARD FRONT OR REAR OF PROPERTY SO IT DOES NOT ADVERSELY AFFECT ADJACENT PROPERTIES.
7. RUNOFF FROM ROOF OF NEW STRUCTURE TO BE COLLECTED BY GUTTERS, AND DOWNSPOUTS ARE TO DISCHARGE IN THE FRONT AND REAR DIRECTIONS ONLY. THE LOCATIONS OF PROPOSED DOWNSPOUTS ARE SHOWN ON THE PLANS.
8. CONTRACTOR MUST CONTACT THE CITY / VILLAGE TO SCHEDULE INSPECTIONS FOR PROPOSED GRADING WORK.
9. EXCEPT AS NOTED ON THE PLAN, THERE IS TO BE NO ALTERATION OF EXISTING GROUND ELEVATION ANYWHERE ON THE SUBJECT PROPERTY IN ORDER TO MAINTAIN THE EXISTING DRAINAGE PATTERN AND NOT OBSTRUCT ANY TRIBUTARY DRAINAGE FROM THE SURROUNDING PROPERTIES.
10. ALL TRIBUTARY AREAS FROM ADJACENT PROPERTIES WILL CONTINUE TO DRAIN INTO THE SUBJECT PROPERTY AND THE CONTRACTOR WILL MAKE ANY FIELD ADJUSTMENTS NECESSARY TO ADHERE TO THIS REQUIREMENT.
11. INSTALL SILT CONTROL FENCING AROUND ALL AREAS THAT WILL BE DISTURBED BY CONSTRUCTION PRIOR TO COMMENCING WORK. REFER TO THE DETAIL SHEET FOR SILT CONTROL FENCING INSTALLATION. VILLAGE INSPECTION OF INSTALLED SILT CONTROL FENCING WILL BE REQUIRED PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.
12. ALL DISTURBED PARKWAY LAWN AREAS WILL BE RESTORED WITH SIX-INCHES OF TOPSOIL & SOD WITHIN FIVE DAYS OF COMPLETION OF PERTINENT WORK, WEATHER PERMITTING. ALL SOD MUST BE WATERED TO SUSTAIN GROWTH.
13. GRADE SHALL BE MATCHED AT ALL NEIGHBORING PROPERTY LINES.
14. NO PLANTINGS SHALL OBSTRUCT DRAINAGE NOR UTILITY EASEMENTS.
15. NO BALLED AND BURLAPPED PLANTS SHALL BE INSTALLED IN THE CRITICAL ROOT ZONES (CRZ) OF PROTECTED TREES.
16. NO EQUIPMENT SHALL BE DRIVEN OVER MATERIAL STORED ON THE CRITICAL ROOT ZONES (CRZ) OF PROTECTED TREES.
17. ATTACHMENTS (WIRES, FENCES, ETC) OTHER THAN THOSE APPROVED FOR GUYING, BRACING, OR WRAPPING SHALL NOT BE ATTACHED TO LANDMARK / PROTECTED TREES.

SITE COVERAGE SUMMARY:

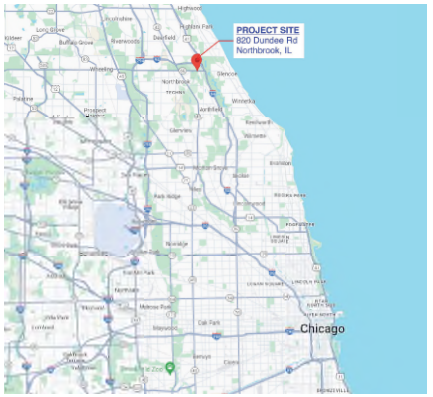
	EXISTING IMP. AREA	PROPOSED IMP. AREA	NET CHANGE
STRUCTURES	2,941 SF	20,946 SF	+ 18,105 SF
DRIVEWAYS/PARKING	4,461 SF	22,108 SF	+ 17,645 SF
CONC WALKS & PATIOS	741 SF	1,560 SF	+ 819 SF
TOTAL	8,043 SF	44,612 SF	+ 36,569 SF
% OF LOT	9.2 %	51.2 %	+ 42.0 %

DRAINAGE STATEMENT:

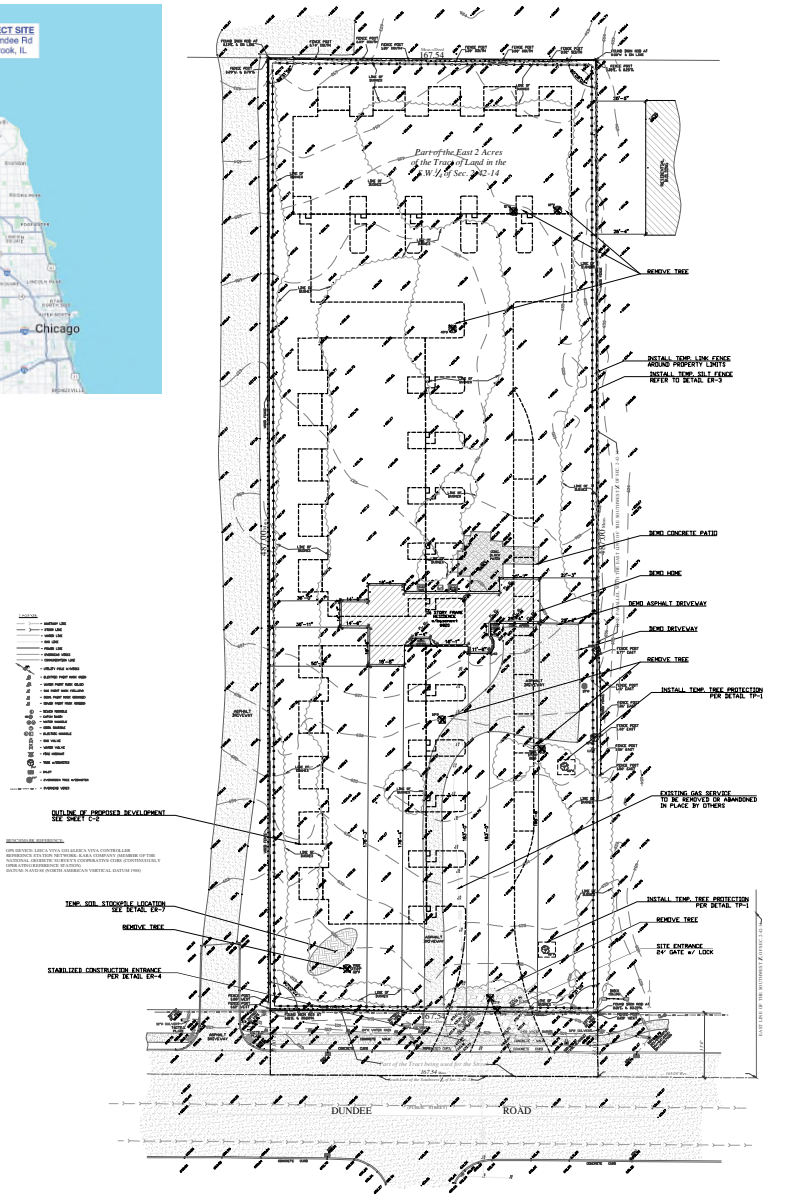
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THESE LOT IMPROVEMENTS.

ENGINEER: _____

PROJECT LOCATION MAP
NOT TO SCALE



EXISTING SITE PLAN
SCALE: 1" = 30'
GRAPHIC SCALE (1 inch = 20 feet)



ISSUE	DESCRIPTION	DATE
1	ISSUED FOR PRELIMINARY REVIEW	03/28/2024

EXISTING CONDITIONS, DEMOLITION, & SITE PROTECTION

NEW TOWNHOME DEVELOPMENT PROJECT
820 DUNDEE RD.
NORTHBROOK, IL 60062

PE STAMP

LICENSED PROFESSIONAL ENGINEER
PATRICK S. SIENKIEWICZ
062-070863
OF ILLINOIS

EXP. 11/30/2025

FIRM
LUKAVEN ENGINEERING LLC
ENGINEER
PATRICK S. SIENKIEWICZ, PE
PHONE
(847) 533 - 1601
EMAIL
ENGINEERING@LUKAVEN.COM

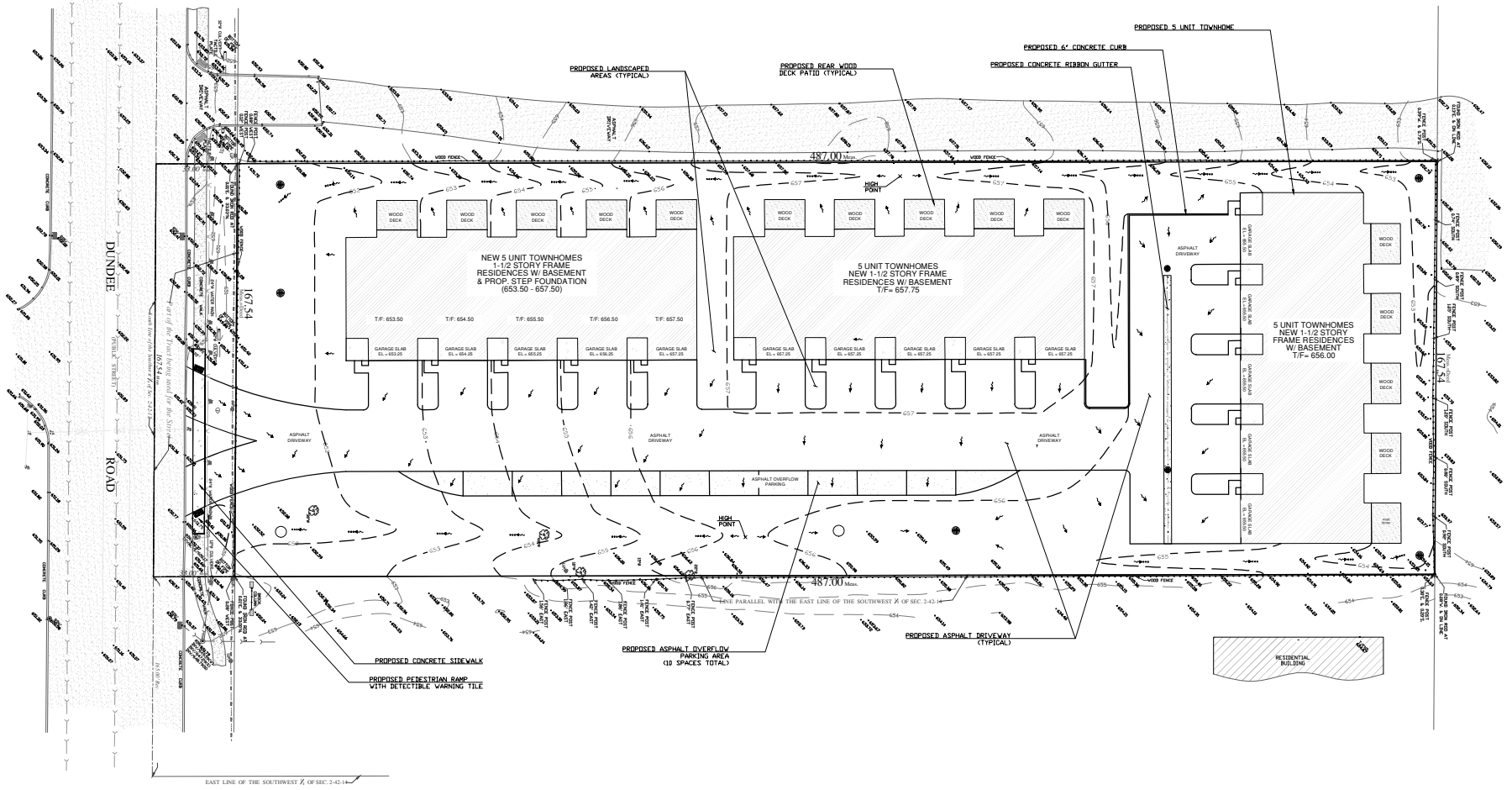
SHEET NO
C-1

862

PROPOSED SITE PLAN

SCALE: 1" = 20'

GRAPHIC SCALE (1 inch = 20 feet)



ISSUE	DESCRIPTION	DATE
1	ISSUED FOR PRELIMINARY REVIEW	03/28/2024

PROPOSED LAYOUT, GRADING AND DRAINAGE PLAN [PRELIMINARY]

NEW TOWNHOME DEVELOPMENT PROJECT
820 DUNDEE RD.
NORTHBROOK, IL 60062

PE STAMP

LICENSED PROFESSIONAL ENGINEER
PATRICK S. SIENKIEWICZ
062-070863
OF ILLINOIS

EXP. 11/30/2025

FIRM
LUKAVEN ENGINEERING LLC

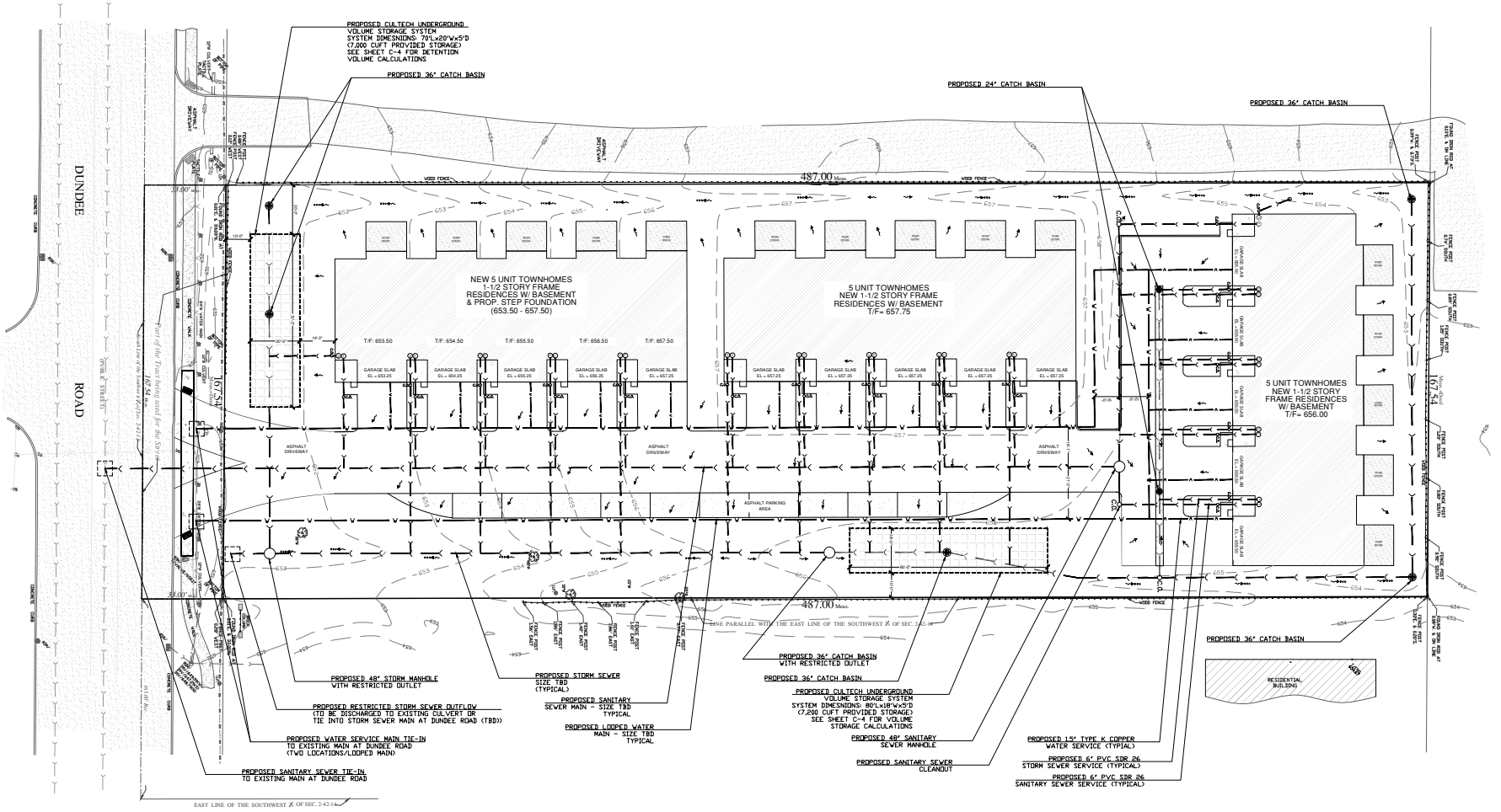
ENGINEER
PATRICK S. SIENKIEWICZ, PE

PHONE
(847) 533 - 1601

EMAIL
ENGINEERING@LUKAVEN.COM

SHEET NO
C-2

PROPOSED SITE PLAN
SCALE: 1" = 20'



ISSUE	DESCRIPTION	DATE
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PROPOSED UTILITY PLAN [PRELIMINARY]

NEW TOWNHOME DEVELOPMENT PROJECT
820 DUNDEE RD.
NORTHBROOK, IL 60062

PE STAMP

LICENSED PROFESSIONAL ENGINEER
PATRICK S. SIENKIEWICZ
062-070863
OF ILLINOIS

EXP. 11/30/2025

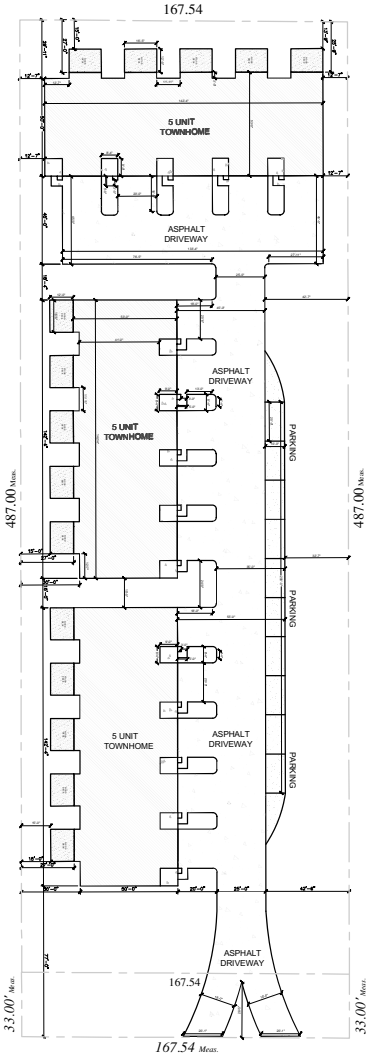
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ENGINEERING@LUKAVEN.COM

SHEET NO
C-3

GEOMETRIC PLAN

SCALE: 1" = 30'

GRAPHIC SCALE (1 inch = 30 feet)



DUNDEE RD

SITE DATA:

AREA =	1.873	ACRES
"C" FACTOR IMPERVIOUS =	0.95	
"C" FACTOR PERVIOUS =	0.50	
"C" FACTOR WATER =	1.00	
IMPERVIOUS DRAINAGE AREA =	0.840	ACRES
PERVIOUS DRAINAGE AREA =		ACRES
POND AREA =	0.000	ACRES
"C" ave. =	0.426	
RELEASE RATE =	**0.281**	**CFS**
"C" ave. X AREA =	0.798	

ILLINOIS BULLETIN 75 100 YEAR ROUTING TABLE:

TIME (HR.)	INTENSITY (IN/HR)	RUNOFF (CFS)	STORED (CFS)	VOLUME (AC-FT)
0.08	12.36	9.857	9.576	0.064
0.17	10.80	8.613	8.332	0.118
0.25	9.28	7.401	7.120	0.148
0.33	8.04	6.412	6.131	0.169
0.50	6.34	5.056	4.775	0.199
0.67	5.28	4.211	3.930	0.219
0.83	4.55	3.629	3.348	0.232
1.00	4.03	3.214	2.933	0.244
1.50	3.03	2.417	2.136	0.267
2.00	2.49	1.986	1.705	0.284
3.00	1.83	1.459	1.179	0.295
4.00	1.48	1.180	0.899	0.300
5.00	1.25	0.997	0.716	0.298
6.00	1.07	0.853	0.572	0.286
7.00	0.96	0.766	0.485	0.283
8.00	0.86	0.686	0.405	0.270
9.00	0.79	0.630	0.349	0.262
10.00	0.72	0.574	0.293	0.244
11.00	0.67	0.534	0.253	0.232
12.00	0.62	0.494	0.214	0.214
18.00	0.45	0.359	0.078	0.117
24.00	0.36	0.287	0.006	0.012

ACTUAL	0.300	AC-FT
	13,059.10	CF

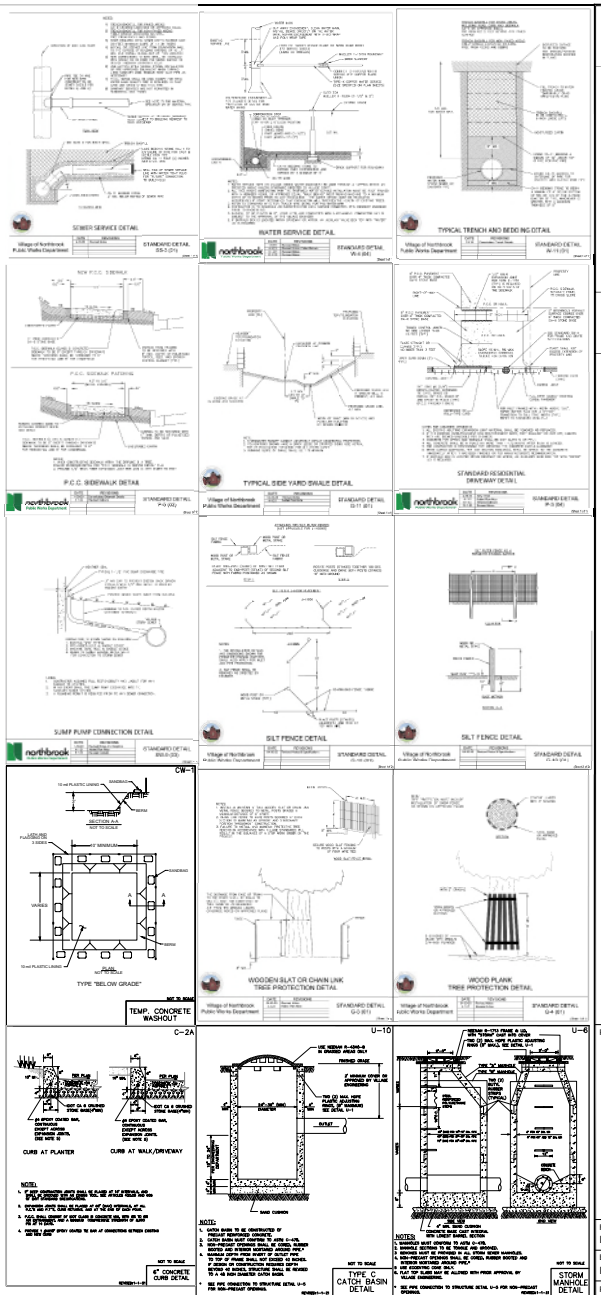
CULTEC SYSTEM DETENTION SIZING:

UNDERGROUND DETENTION SYSTEM #1
DIMENIONS: 70'L x 20'W x 5'D = 7,000 CF STORAGE

UNDERGROUND DETENTION SYSTEM #2
DIMENIONS: 80'L x 18'W x 5'D = 7,200 CF STORAGE

TOTAL STORAGE = 7,000 CF + 7,200 CF = 14,200 CF (13,059.10 CF MIN REQUIRED)

DETENTION INVERT (LOWEST ELEVATION): TBD
DETENTION HWL (FULLY CHARGED ELEVATION): TBD
DETENTION OVERFLOW (SE YARD DRAIN RIM): TBD



ISSUE	DESCRIPTION	DATE
1	ISSUED FOR PRELIMINARY REVIEW	03/28/2024

GEOMETRIC PLAN, EXHIBITS, & DETAILS

NEW TOWNHOME DEVELOPMENT PROJECT
420 DUNDEE RD.
NORTHBROOK, IL 60062

PE STAMP

LICENSED PROFESSIONAL ENGINEER
PATRICK S. SIENKIEWICZ
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EXP. 11/30/2025

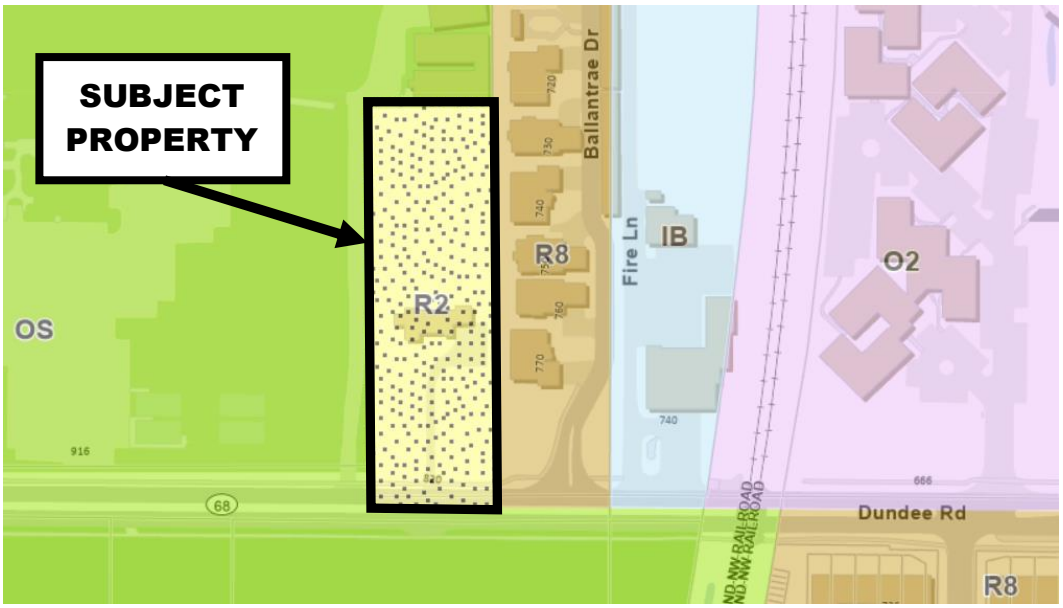
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SHEET NO
C-4

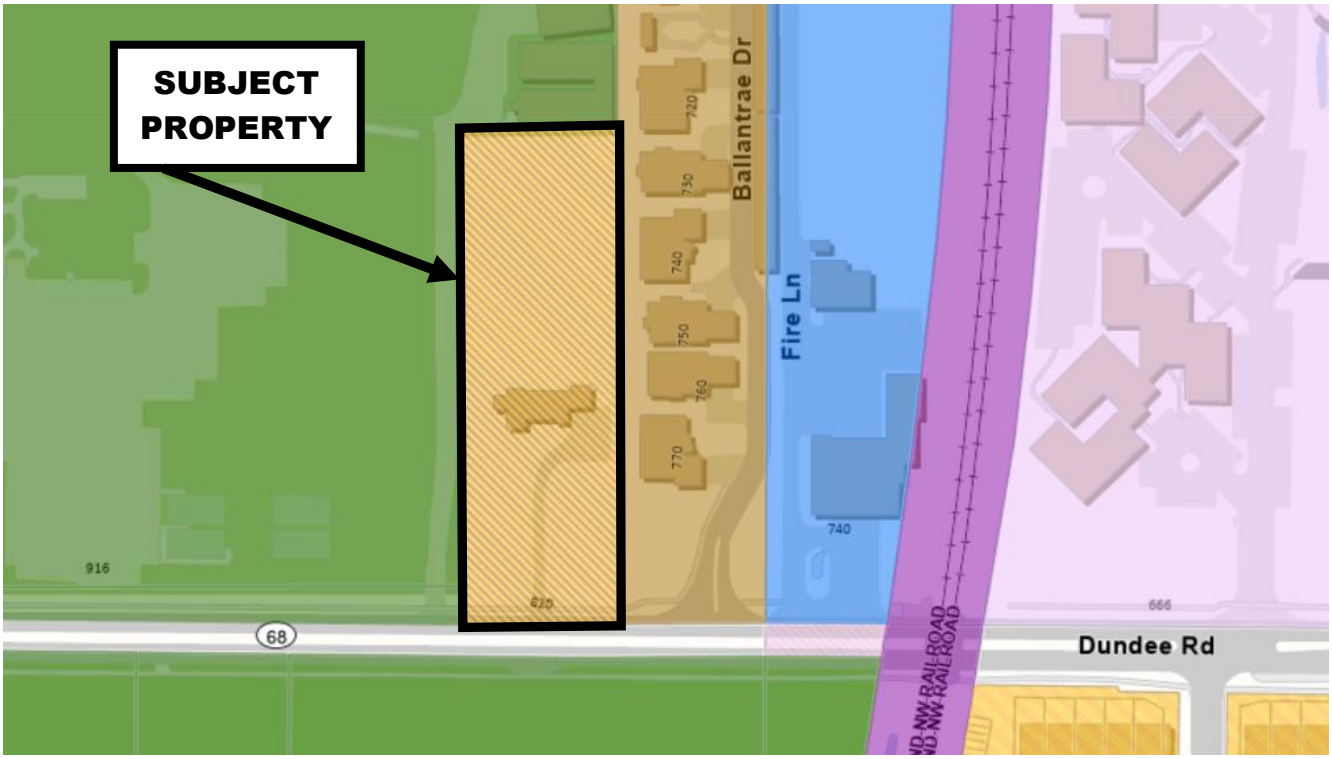
PRELIMINARY REVIEW
PRE-24-08: 820 DUNDEE ROAD
APPLICATION SUMMARY

Applicant:	Ashraf Memon
Site Location:	820 Dundee Road
Requested Action:	• Rezoning from R-2 District to R-8 District; • Approval of Tentative Plat of Subdivision; • Rear Yard and Setback variation; • Site Plan Approval.
Proposal:	To construct a three-story townhome development with 15 units in three buildings on a two acre lot approximately.
Existing Zoning & Land Use:	R-2 Single Family Residential District; Vacant home
Surrounding Zoning & Land Use:	North: OS Open Space District; former golf course South: OS Open Space District; forest preserve East: R-8 Multi-Family Residential District; condominiums West: OS Open Space District; former golf course
Comprehensive Plan Designation:	Multi-Family 6-9 DUA

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
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area

GISConsortium | 820 Dundee Road



Legend

0 1000 2000 ft

Print Date: 4/30/2024

Notes

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

GISConsortium | 820 Dundee Road



Legend

0 300 600 ft

Print Date: 4/30/2024

Notes

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820 Dundee Road

MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Kate Carney, Sustainability Coordinator
cc: Swati Pandey, Senior Planner
Date: May 2, 2024
Subject: PRE-24-08: 820 Dundee – Townhomes – Sustainability Addendum to Staff Report

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

Transportation and Land Use
In the Transportation and Land Use section of the CAP, recommendations are made to enhance active mobility and fossil fuel-free transit:

TL 3- 1 Consider identifying locations where bike parking facilities could be installed on site.

TL 5- 8 Consider installing EV charging stations in garages. If this will not be realized, consider including capabilities for future electric vehicle charging installation. This could include conduit, wiring, electrical service panels, and power capacity near parking areas, terminated in outlets or junction boxes to meet demand for an EV charging port.

TL 7- 1 The Village has enacted a ban on gas powered leaf blowers – ensure compliance on site.

Buildings and Energy
The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 2- 1 Consider conducting a Solar PV Site Assessment including estimated installation cost and projections for both energy generation potential and economic payback potential over a minimum 20-year timeframe. Based on the Solar PV Site Assessment, consider incorporating renewable energy installation to offset emissions generated from the development. Work with Illinois Shines or similar programs for incentives. If installation will not be realized, reserve space for solar-ready roof zone and plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker if possible.

BE 4- 1 Promote green power purchase options for future residents.

BE 5- 1 Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

BE 5- 4 Provide ENERGY STAR appliances for all residences if possible.

BE 7- 2 Consider the benefits of replacing fossil fuel burning heating equipment and with air-source heat-pumps or other efficient electric heating options in development. Strive for zero on-site fossil fuel combustion with air-source heat-pumps, geo-thermal systems, solar thermal, electric cooktops, etc if possible.

Waste Management
The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 2- 5 Assure compliance with the Cook County Construction & Demolition Debris Diversion Ordinance, and encourage contractors to exceed minimum requirements.

WM 2- 7 Consider planning accommodations for recycling and compost collection services.

Water and Wastewater
In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

WW 1- 1 Consider landscaping practices that reduce water consumption and chemical use on site.

WW 1- 2 Reduce landscaping water use by encouraging water-efficient irrigation systems, grass replacement, and planting native and drought-resistant trees and vegetation in landscaping plans.

WW 1- 4 Consider utilizing water conservation programs that focus on outdoor irrigation, which may also support better identification of water-related carbon sequestering opportunities such as using soil amendments, native grasses and proper tree watering.

WW 2- 1 Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces) where feasible.

WW 2- 3 Consider revegetation, tree preservation planting and maintenance, de-paving and porous pavement, green infrastructure like bioswales and Eco-roofs in site development.

WW 3- 3 Reduce or offset impervious surfaces where possible, and consider use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.

Greenspace and Ecosystem Health
The Plan's Greenspace category includes the following for expansion of tree canopy coverage, transforming beneficial lawns, and mitigation of heat island impacts:

GS 1- 12 Plan for diversity of native tree cover and performance-based tree island within landscaping plan and parking lots with goals on percentage of pavement shaded. Consider a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings in any new landscaping where possible.

GS 2- 1 Encourage invasive species control programs including Integrated Pest Management, Protect the Best, Early Detection and Rapid Response and invasive species identification and control for future residents.

GS 2- 5 Consider including exterior lighting design a policy to protect native plants, species, biodiversity, and improve night sky quality.

GS 2- 7 Consider eliminating neonicotinoids and reduce use of long-lasting chemical pesticides for landscaping.

GS 3- 2 Consider "Carbon Gardening" and "landscaping for absorption" practices for landscaping plans. Strategies may include native moisture tolerant perennial plantings and shrubs, elimination of synthetic fertilizer and pesticide use, high mow deck settings, use of biochar amendments, and polyculture lawn mixture.

GS 4- 8 Consider utilizing shade and water absorbing trees and replacing turf landscaping with native prairie, wild flower, and savanna plantings.

May 14, 2024

820 Dundee Road: Townhomes Preliminary Review

Northbrook Board of Trustees Meeting

Zoning Relief Process

1

- **Preliminary Review of Sketch Plan by Board of Trustees**
  - The Board reviews schematic plans of the proposal.
  - The Board of Trustees provides initial comments on a proposal, indicating whether or not they see major issues that need to be addressed by the Applicant before they submit detailed plans.
  - The Board of Trustees provides direction for a designated body to conduct the Public Hearing on the application if a formal application is filed.

2

- **Technical Review of Formal Application**
  - Applicant files Formal Application
  - Review of detailed plans, traffic study, financial impact analysis, etc. by Village Staff (Engineering, Police, Fire, Public Works, Zoning, Sustainability) and Village consultants
  - Once technical issues are addressed, a public hearing can be scheduled.

3

- **Public Hearing Held by Northbrook Plan Commission or Northbrook Board of Trustees**
  - Notice goes to neighbors by certified mail; a sign is posted on the property; and notice is published in the local newspaper.
  - The Applicant presents their proposal, the neighbors are able to speak and ask questions/voice concerns.
  - The body conducting the public hearing makes a recommendation on the request to approve or deny

4

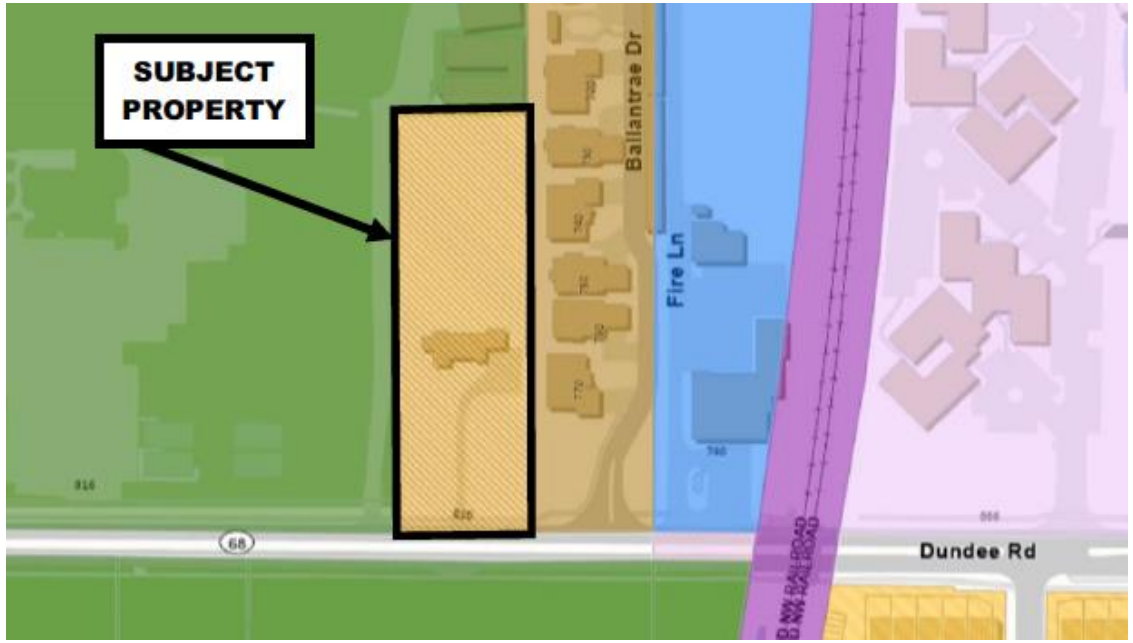
- **Board of Trustees Review of Recommendations & Makes Decision (approve or deny)**
  - The Board of Trustees reviews the record of the public hearing, including all of the public testimony and makes a final decision – they may also ask for further changes before making a decision.
  - Board of Trustees adopts documents formally approving or denying the application.

Existing Conditions

820 Dundee Road



Comprehensive Plan Designation
Multi-Family 6-9 DUA



Zoning Map
R-2 Single Family Residential District

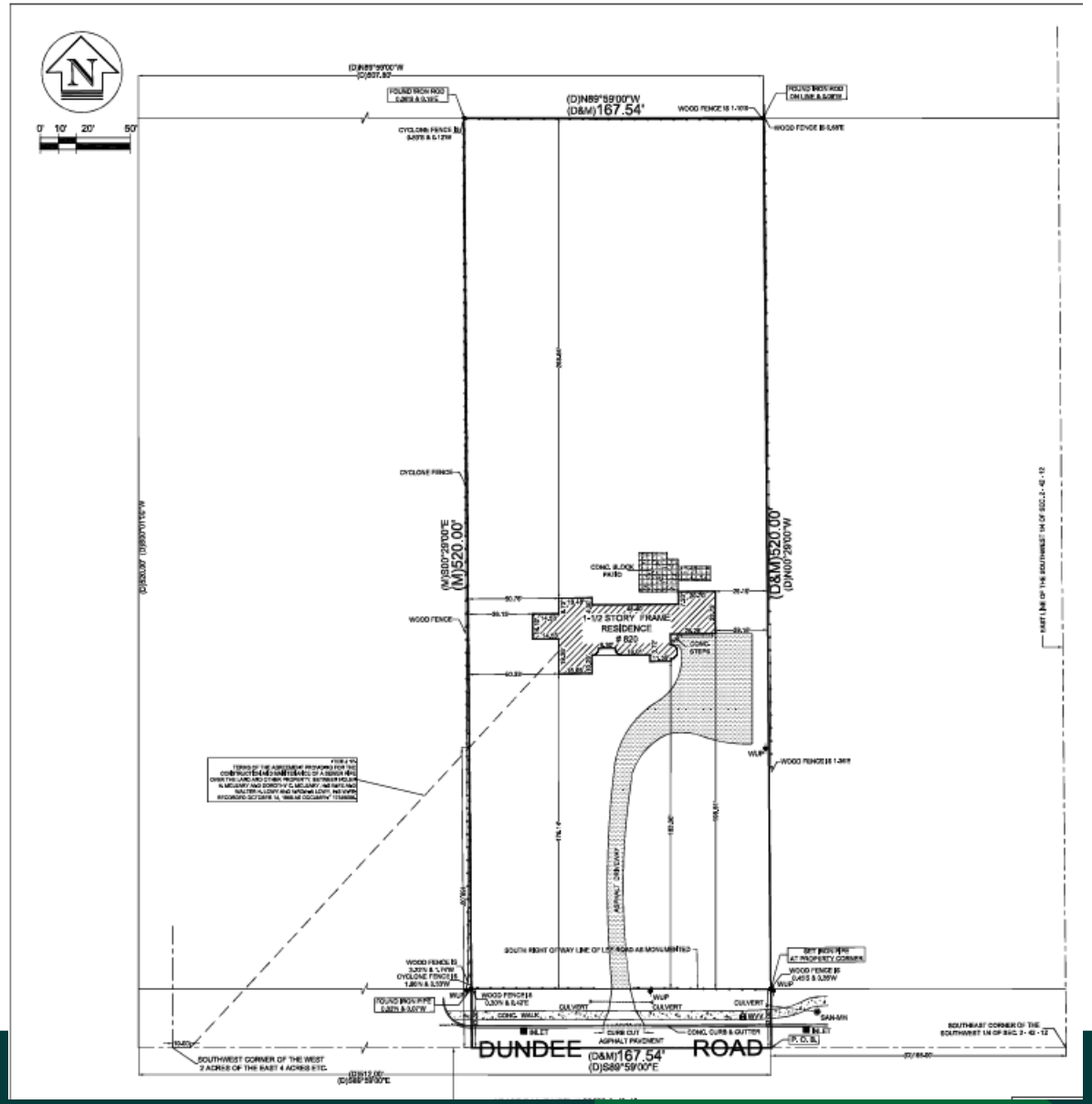


Site Photo

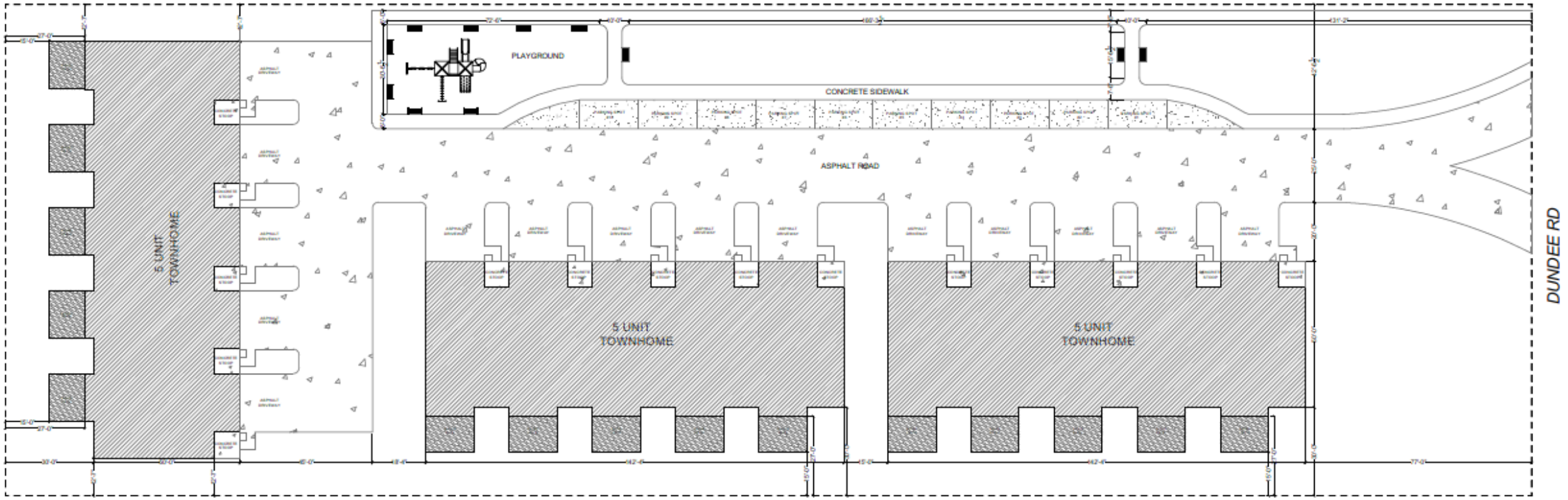


Proposed Plan

Plat of Survey



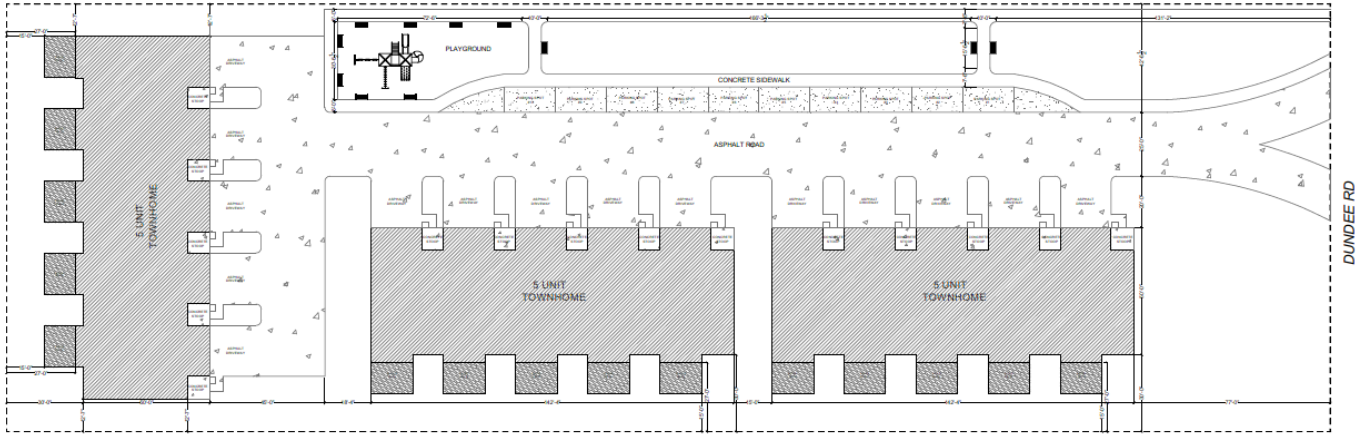
Proposed Site Plan

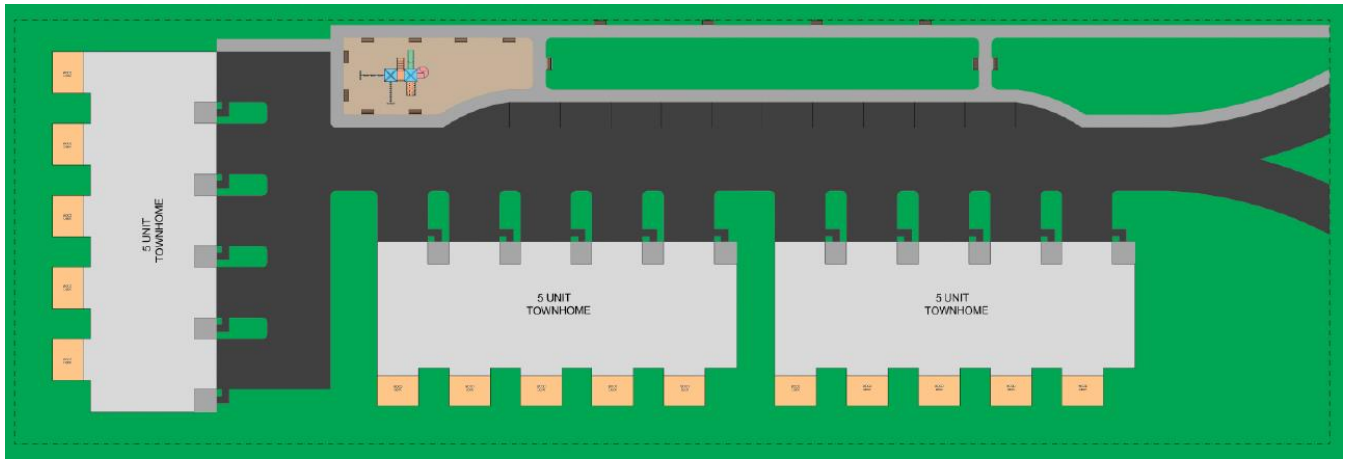


Proposed Plan

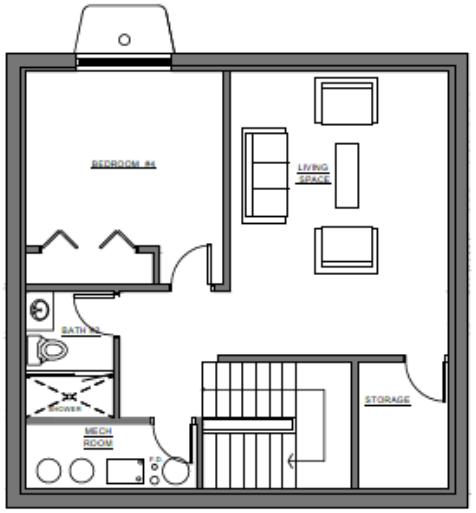
15-unit For-Sale Townhomes

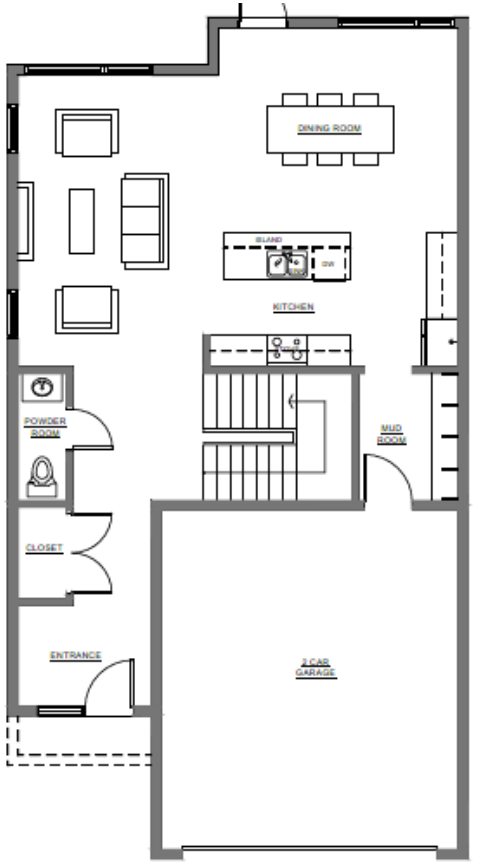
- Two acre site
- Shared Driveway
- Two stories
- 70 parking spaces (10 guest spaces)
- 4 bedroom TH units with garage: 3,525 sf
- Fenced private rear yard
- Affordable units – 2-units + 0.25 fee-in-lieu
- common areas
  - sidewalk
  - Playground with play equipment & benches
- Underground Stormwater Detention

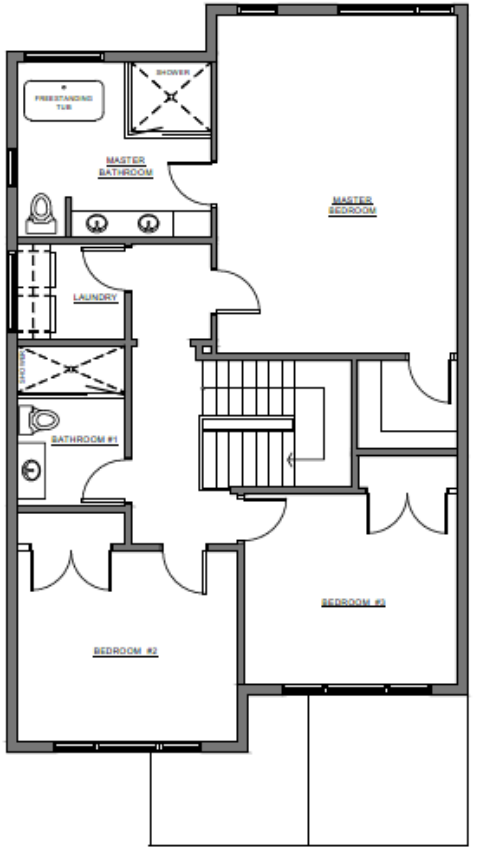




Floor Plan


BEDROOM #4
LIVING SPACE
BATH #3
SHOWER
STORAGE
MECH ROOM


DINING ROOM
ISLAND
KITCHEN
POWDER ROOM
MUD ROOM
CLOSET
ENTRANCE
2 CAR GARAGE


SHOWER
FREESTANDING TUB
MASTER BATHROOM
MASTER BEDROOM
LAUNDRY
LINEN CLOSET
BATHROOM #1
BEDROOM #3
BEDROOM #2

Elevations



Zoning Relief

Zoning Relief

- Rezoning from R-2 District to R-8 District;
- Approval of Tentative Plat of Subdivision;
- Rear Yard and Setback Variation;
- Site Plan Approval.

Items to Consider

Items to Consider

1) 15 townhomes an appropriate use on the Subject Property?
2) Rezoning from R-2 to R-8 district, and site plan approval appropriate?
3) Appropriate to rezone to the R-8 district?
4) Tentative plat of subdivision acceptable?
5) Rear yard and setback variation on the north side appropriate?
6) Any specific concerns the Board has regarding the overall project design:
    - overall layout of the development;
    - buffers being provided along the periphery and between the buildings;
    - access to the site; number and layout of guest parking spaces,
    - open space; amenities for the development,
    - building setbacks; architecture of the buildings, etc.?
7) Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

May 14, 2024

820 Dundee Road: Townhomes Preliminary Review

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Jonathan Mendel
Date: 2024-05-14
Subject: Preliminary Review of a Request for Zoning Relief for Life Church of Des Plaines at 1925 Cherry Lane

Overview

The Applicant requests a special permit for a religious organization with gross floor area over 2,500 sq. ft. in the C-2 Neighborhood Commercial District. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

Fiscal Impact

N/A.

Recommendation

The Board is asked to comment on the proposal and approve a motion that the public hearing is conducted by the Plan Commission.

Background

On May 14, 2024 the Board of Trustees will conduct a preliminary review of an application filed by Heitman Insurance & Realty and Charles Li (collectively the “Applicant”) as owner and lessee, respectively requesting special permit approval for a religious organization on the property commonly known as 1925 Cherry Lane (the “Subject Property”), which is owned by Heitman Insurance & Realty (the “Owner”). The Applicant requests a special permit approval for a religious organization with gross floor area over 2,500 sq. ft.

The Subject Property:

- is zoned C-2 Neighborhood Commercial District;
- is located within a larger shopping center at the southeasterly corner of Meadow Rd and Cherry Lane;
- contains a large multi-tenant shopping center;
- is surrounded by:

    - North: R-8 Multi-Family District; multi-family buildings
    - South & West: C-3 Central Business District; office buildings and multi-tenant mixed use buildings
    - East: C-2 Neighborhood Commercial District & IB Institutional Buildings District; multi-tenant shopping center and existing religious organization.
- is designated Village Center Mixed Use in the Comprehensive Plan;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan;
- is surrounded by active bikeway paths in the Village's Bicycle and Pedestrian Plan.

BACKGROUND INFORMATION

- The Applicant occupied the subject tenant space in late March 2024 without obtaining occupancy permits. As part of the enforcement process, they propose this Special Permit.
- The Subject Property is a large 99,000 sq. ft. one story multi-tenant shopping center with access to Meadow Road and Cherry Lane.
- There are approximately 465 parking spaces on the Subject Property.
- The Applicant did not submit a list of tenants for the shopping center but it is known there is a mix retail, service and restaurant uses currently in the property.
- The Comprehensive Plan identifies the property for mixed uses appropriate for downtown area.

PROPOSED PLAN

Religious Organization with gross floor area over 2,500 sq. ft.

- The Applicant has leased a 7,400 sq. ft. tenant space in the southeasterly corner of the Subject Property. The use requires special permit approval in the C-2 Neighborhood Commercial District. The Applicant's attached narrative provides a detailed description of the proposed use for the Subject Property.
- There will be modifications made to the interior tenant space to accommodate the use and a building permit will be required. The interior space will consist of classrooms, offices, kitchen, staff, storage, and an indoor play area. A proposed floor plan is attached to this report.
- Since the proposed use is located in a large shopping center, the parking requirement is calculated on the basis of the entire shopping center and the percentage mix of the various uses within the Subject Property. The proposed use plus the existing tenants in the Subject property appear to require 519 parking spaces and the Subject Property's existing supply is approximately 465 parking spaces.
- No signage has been submitted at this time, but if there is any it will be reviewed at the time of formal application. Since the Subject Property is located in the Village Green Overlay any signage associated with this use will require Architectural Control Commission review and approval.

ZONING RELIEF

- Special Permit for Religious Organizations with gross floor area over 2,500 sq. ft. (SIC

No. 8660.00) in the C-2 Neighborhood Commercial District; and
- Parking variation of approximately 10.4%.

Parking: There are approximately 465 parking spaces throughout the Subject Property. The parking requirement for the Subject Property is 1 per 250 square feet for the shopping center area not including restaurants occupying 10% or more of the Subject Property, in which case the parking requirement adds 1 per 70 sq. ft. for the restaurant uses. Based on parking calculations for all existing tenants and the proposed use, the required parking will be 519 parking spaces, while the supply is 465 spaces. This is a deficit of 54 parking spaces (or 10.4%) on the Subject Property. This may require a parking variation where a maximum of 25% can be requested per Code. Parking will be reviewed in greater detail during formal application.

During the review of the Applicant's formal application, staff will evaluate the details to determine if any additional relief is necessary including any bulk standards related variations for the building.

OTHER MUNICIPAL CODE IMPLICATIONS – LIQUOUR LICENSING

Under Municipal Code Section 4-50 (Alcoholic Beverage Enforcement), the existence of a legally permitted new religious use in this shopping center would not necessarily affect an existing restaurant's liquor license within 100 feet, but could impact the request of a new liquor license within 100 feet.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

- Is the proposed Religious Organization with gross floor area over 2,500 sq. ft. use appropriate at the Subject Property and grant a special permit?
    1. If so, should there be any operational limitations?
- Is it appropriate to grant an approximately 10.4% parking variation?
- Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

The Applicant and staff will attend the May 14, 2024 Board of Trustees meeting to answer any questions.

Exhibit A - 1925 Cherry Ln - Applicant Submittal.pdf
Exhibit B - 1925 Cherry Ln - Application Summary, Aerials, Site Photo.pdf
Exhibit C - 1925 Cherry Ln_ppt - BOT 5-14-24.pdf

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

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: Heitman Insurance & Realty

Primary Contact: Jessy Williamson

Address 540 W Frontage rd Ste 1020

City, State, Zip Northfield IL 60093

Phone No. 847-998-1790 (office) 312-672-2012 (cell)

Email heitmanrealty@gmail.com

Applicant Information

Legal Name Life Church of Des Plaines

Primary Contact: Charles Li

Company

Address 347 W. Bires Lane

City, State, Zip Round Lake, IL 60073

Phone No. (847) 293-5415

Email TheLife church7@icloud.com

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

Site Location/Address: 1925 Cherry Lane

Size of Property: 7,400 Sq Ft for the unit (square feet/acres)

Size of Building Space, if applicable: About 8 Acres (square feet)

Current Zoning[1]: Commercial/Retail

Current Use of the Property: Retail Shopping Center

[1] www.northbrook.il.us/zoningmap

OVER →

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:

- A description of the property as it exists today, including the use(s) on the property.
- A description of the proposed use of the property.
- A description of the proposed physical changes to the property, including site improvements and building improvements (if none are proposed, please state so).
- 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.

HEITMAN INSURANCE AND REALTY
540 W FRONTAGE RD STE 1020
NORTHFIELD, IL 60093
847-998-1790

April 2, 2024

TO WHOM IT MAY CONCERN:

We give permission for The Life Church to occupy the space at 1925 Cherry Lane Northbrook, IL.

Please contact me with any additional questions.

Sincerely,

Charles Heitman
847-858-8011 (cell)

Dear Northbrook Development & Planning Services Department:

As requested in the preliminary review to broadly acquaint the Village Board with our proposed use of the space at 1925 Cherry Lane in the Shopping Center on the corner of Cherry Lane and Meadow Lane Downtown Northbrook; we are providing you with the following details.

- The space is not sectioned off correctly to allow The Life Church to operate in a less than 2,500 sqft area. Therefore the purpose of this request is to pursue the full use of the 7,400 sqft space in the corner unit of the shopping center.
- The current use of the space on the property is office space, corporate meetings and some storage.

- The proposed use of the space (full use of the entire 7,400 sqft) is for religious educational services, youth programs and children services available for both current members and also available for members of the Northbrook community. The space will be used exclusively by The Life Church.

- There will not be any physical changes made to the property. Only cosmetic changes would be made if any to the interior space. No walls will need to be built or removed or any other space changes will be made.
- The office hours of operation would M-F 8:00am – 5:00pm

  Office = **3 employees** currently

  Friday 7:00pm – 10:00pm Youth night
  Youth Night = **15 people currently in attendance**

  Sunday 10:00am – 3:00pm (open to the entire congregation)
  Sunday service = **about 50 people in attendance**

- The maximum number of employees in the office during office hours of M-F 8:00am – 5:00pm would be 3.
- Church services will be from 11:00am – 1:00pm on Sunday (50-60 people currently in attendance on average)
- Wednesday night Bible Study from 7:00pm – 8:30pm (30 people currently in attendance on average)

- The parking is sufficient as there are about 10 spaces available in the back and plenty (over 30+) available on Sunday when the doors would be open to the entire congregation.

- There would be no other tenants occupying the space. The shopping center has other tenants including Dollar Tree, Subway, Marcello's Restaurant and others (list can be made available upon request).

- There are no planned outdoor activities or uses for this space.

Feel free to contact us for any other information or clarity on the above. Thank you for your consideration.

The Life Church

Pastor Anthony LoCascio

4

Kids
class room
Sunday School

SANCTUARY

Open seating

50 - 60
People
on Sunday
and Wed only

5

Lounge
Cafe
Area

Nursery

Office

Classroom
Sunday School

Youth Classroom

Office

Office

Storage

Storage

6

BATH RM

BATH RM

BREAK RM

closet

storage
Closet

Office

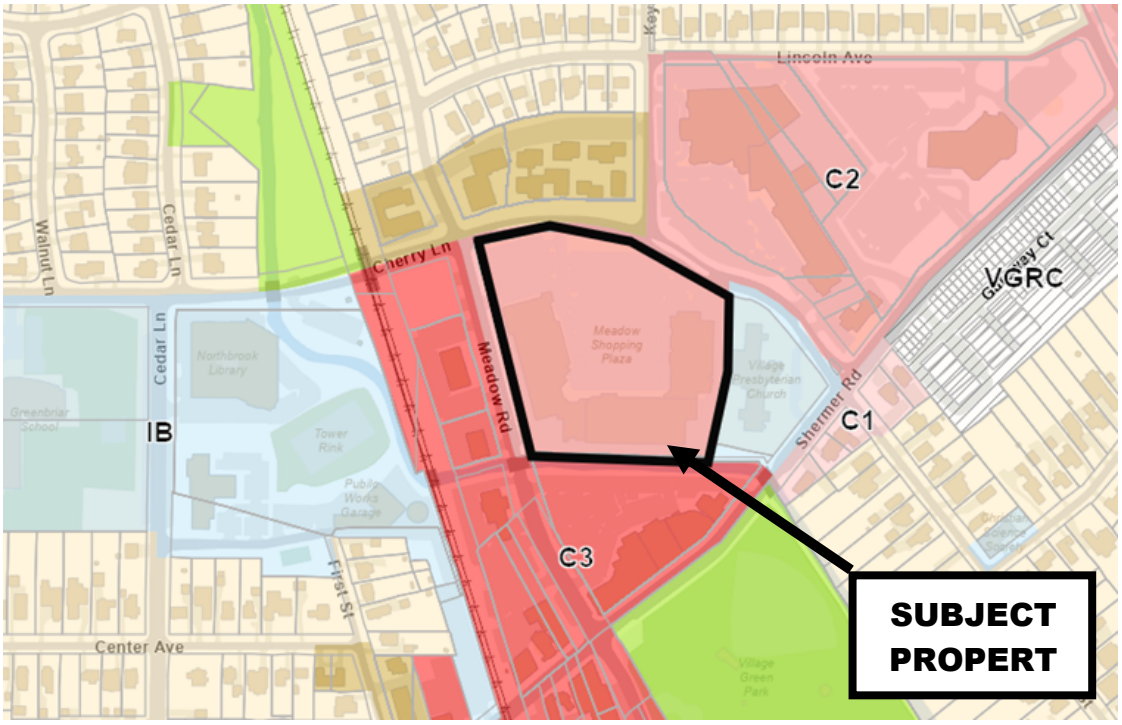
Electrical
R.M.

MECH. R.M.
Sprinkler
Room

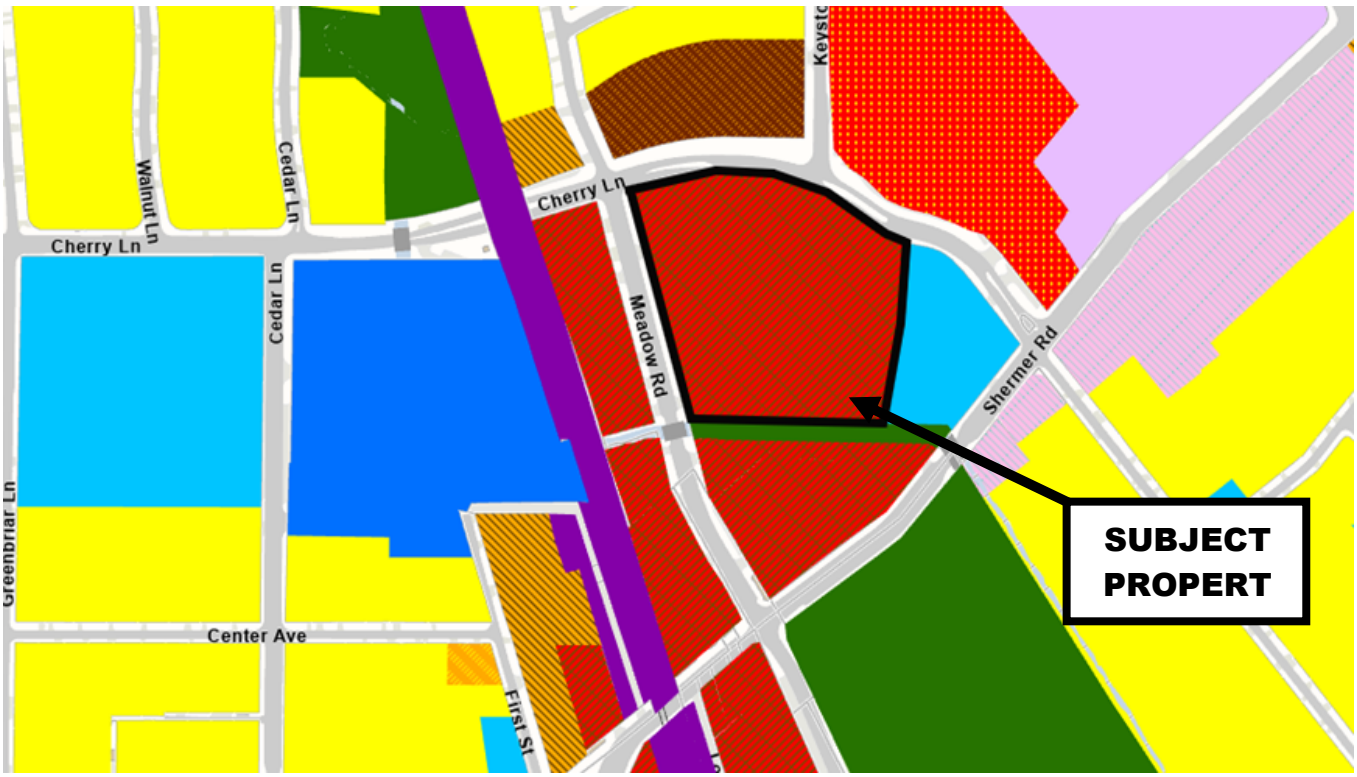
PRELIMINARY REVIEW
PRE-24-05: 1925 CHERRY LANE
APPLICATION SUMMARY

Applicant:	Heitman Insurance & Realty and Charles Li
Site Location:	1925 Cherry Lane
Requested Action:	Special Permit for Religious Organization with gross floor area over 2,500 sqft (SIC No. 8660.00) in the C-2 Neighborhood Commercial District
Proposal:	Life Church of Des Plaines requests a approval of a small storefront church within a tenant space at Meadows Shopping Center
Existing Zoning & Land Use:	C-2 Neighborhood Commercial; multi-tenant shopping center
Surrounding Zoning & Land Use:	o North: R-8 Multi-Family District; multi-family buildings o South & West: C-3 Central Business District; office buildings and multi-tenant mixed use buildings o East: C-2 Neighborhood Commercial District & IB Institutional Buildings District; multi-tenant shopping center and existing religious organization;
Comprehensive Plan Designation:	Village Center Mixed Use, multi-tenant shopping center

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
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area

SITE AERIAL


Kiest Ave
Angle Ave
Lincoln Ave
Keystone Ave
MILWAUKEE DISTRICT NORTH METRA MD-N
Cherry Ln
Walnut Ln
Cedar Ln
Cedar Ln
Meadow Rd
Gateway Ct
Shermer Rd
Church St
Center Ave
First St
Lorenz Dr
Spruce St
Ave

SITE PHOTO


RCELLO'S
er and Son Restaurant
1911
COLDWELL BANKER
LEONARD'S
STARBUCKS COFFEE
Ryder

May 14, 2024

1925 Cherry Lane: Religious Organization Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

Zoning Relief Process

1

- **Preliminary Review of Sketch Plan by Board of Trustees**
- The Board reviews schematic plans of the proposal.
- The Board of Trustees provides initial comments on a proposal, indicating whether or not they see major issues that need to be addressed by the Applicant before they submit detailed plans.
- The Board of Trustees provides direction for a designated body to conduct the Public Hearing on the application if a formal application is filed.

2

- **Technical Review of Formal Application**
- Applicant files Formal Application
- Review of detailed plans, traffic study, financial impact analysis, etc. by Village Staff (Engineering, Police, Fire, Public Works, Zoning, Sustainability) and Village consultants
- Once technical issues are addressed, a public hearing can be scheduled.

3

- **Public Hearing Held by Northbrook Plan Commission or Northbrook Board of Trustees**
- Notice goes to neighbors by certified mail; a sign is posted on the property; and notice is published in the local newspaper.
- The Applicant presents their proposal, the neighbors are able to speak and ask questions/voice concerns.
- The body conducting the public hearing makes a recommendation on the request to approve or deny

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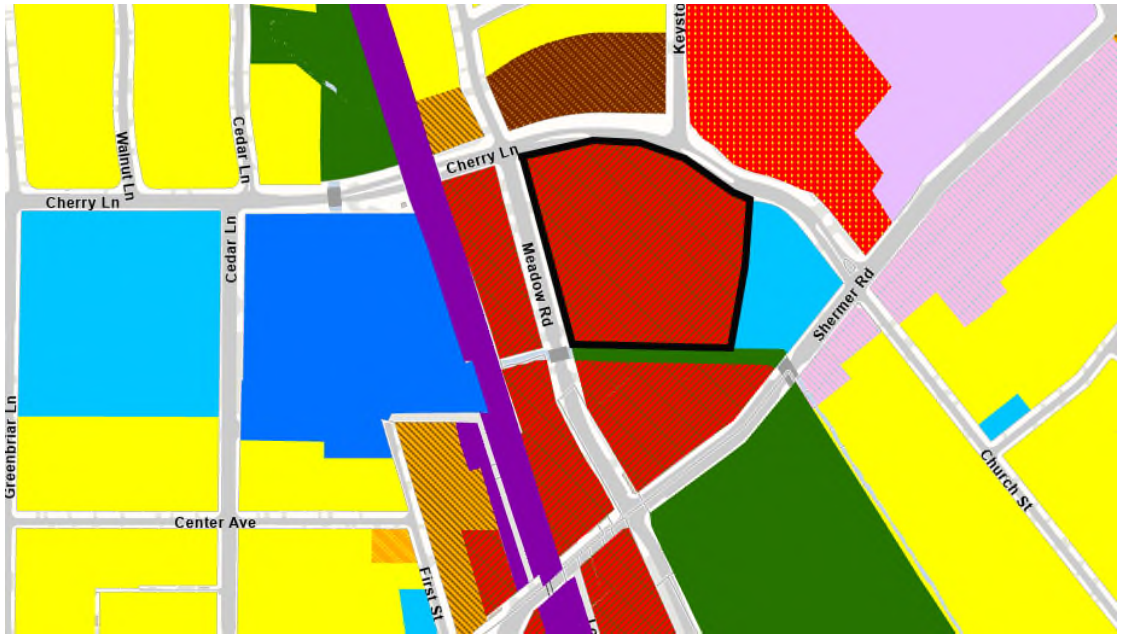
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- Board of Trustees adopts documents formally approving or denying the application.

Existing Conditions

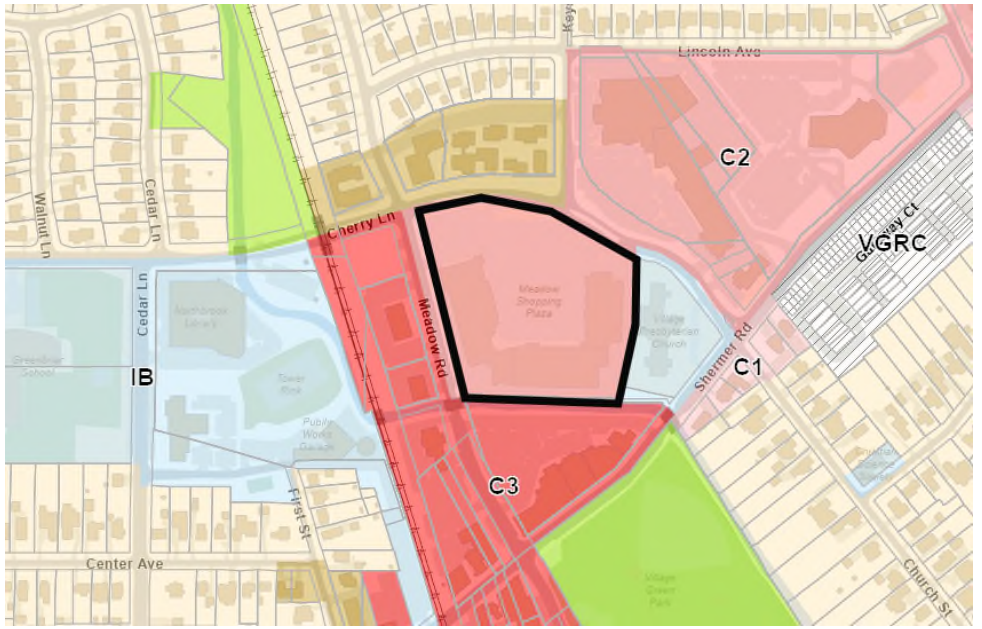
1925 Cherry Lane



Comprehensive Plan Designation
Village Center Mixed Use



Zoning Map
C-2 Neighborhood Commercial District



Location within Subject property of proposed use



Proposed Plan

Proposed Plan

- Religious Organization – 7,400sf
- Hours of Operation:
  - M-Th 8:00am – 5:00pm
  - Fri 8:00am-10:00pm
  - Sun 10:00am-3:00pm
- 3 employees



Zoning Relief

Zoning Relief

- Special Permit for Religious Organizations with gross floor area over 2,500 sqft (SIC No. 8660.00) in the C-2 Neighborhood Commercial District; and

- Parking variation of approximately 10.4%.

Items to Consider

Items to Consider

1. Is the proposed Religious Organizations with gross floor area over 2,500 sqft use appropriate at the Subject Property and grant a special permit
   If so, should there be any operational limitations?

2. Is it appropriate to grant an approximately 10.4% parking variation?

3. Under Municipal Code Section 4-50 (Alcoholic Beverage Enforcement), the existence of a legally permitted new church use in this shopping center would not necessarily affect an existing restaurant's liquor license within 100 feet, but could impact the request of a new liquor license within 100 feet.

4. Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

May 14, 2024

1925 Cherry Lane: Religious Organization Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Management Analyst Sam Reiss
Date: 2024-05-14
Subject: Motion to Select a Preferred Vendor Regarding the Next Refuse & Recycling Franchise Agreement

Overview

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024 with the option of a one year contract extension, if required. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021. A Request for Proposals was issued on November 17, 2023 and closed on January 12, 2024. The Village received two qualified bids from Waste Management (WM) and Lakeshore Recycling Services (LRS).

Staff first presented to the Committee of the Whole of the Board of Trustees on September 26, 2023 regarding the next refuse & recycling franchise agreement. This meeting was largely for informational purposes and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues. On January 23, 2024, the Community and Sustainability Committee held a discussion regarding the next refuse & recycling franchise agreement. There was discussion regarding sustainability related initiatives and the possibility of a subsidy to encourage composting and/or smooth rates. Staff was asked to follow up on several items and

subsequently staff held interviews with both respondents. As a part of the May 1, 2024 Community and Sustainability Committee meeting, staff reviewed the following items including but not limited to:

1. Review of updated bids from Qualified Vendors.
2. Review of bin sizes.
3. Review of opt-out residential composting program (for collection of yard waste and food scraps for composting as part of curbside program) for every resident.
4. Consideration and review of possible subsidy for opt-out composting or rate smoothing.
5. Policy recommendation on subsidy for opt-out composting and possible rate smoothing.
6. Consideration of a recommendation for a preferred vendor.

At the May 1, 2024 Community and Sustainability Committee meeting, it was the consensus of the Committee to incorporate an opt-out organics collection program and provide a subsidy to smooth base rate increases for residents that use 35 or 65gal carts. It was also Committee consensus that a subsidy for organics collection should not be pursued. The Committee determined that an additional meeting was needed to better understand implementation and communication plans. As presented at the May 1 and again at the May 8 Committee meeting, rate smoothing would involve the Village subsidizing a portion of the rate increase to lower a resident's monthly bill. The size of the subsidy will be determined through the Village's annual budget process.

At the May 8, 2024 Special Meeting of the Community and Sustainability Committee, the Committee recommended that Lakeshore Recycling Services (LRS) be designated the Village's preferred vendor at the May 14, 2024 Regular Meeting of the Village Board of Trustees. This timeline would allow staff to undertake negotiations and present a Franchise Agreement at the May 28, 2024 Regular Meeting of the Village Board of Trustees for approval, which would be effective September 1, to ensure timely notification to residents related to rates and services. In making this recommendation, the Committee considered the differences in proposed monthly rates, inclusion of an opt-out compost program in compliance with the adopted Climate Action Plan, and LRS' experience in implementing new contracts with several north shore communities. On average, LRS implements roughly half a dozen new contracts each year.

Adjacent communities such as Deerfield and Highland Park have implemented similar opt-out organics collection programs in their recent contracts. Both communities have reported success with implementing an opt-out program. The Village's adopted Climate Action Plan seeks to increase waste diversion from landfills by 50% by 2030 and specifically seeks to manage food waste by expanding existing programs. The incorporation of an opt-out organics collection program expands the existing organics program and is an important action towards achieving progress towards this goal. Composting/organics collection can be one of the most effective ways an individual can reduce their contribution to the landfill and reduce greenhouse gas emissions.

Next Steps

Subject to the Village Board's approval of the Community and Sustainability Committee's recommendation on a preferred vendor, staff intends to present a negotiated contract to the Village Board for approval at the May 28, 2024 Board of Trustees meeting. Staff, conscious that either qualified bid will result in increased rates for residents, will prioritize negotiating as low a monthly rate as possible, an improved customer service experience, and additional recycling and disposal opportunities for residents including a home hazardous waste disposal

program.

Exhibit A - LRS Bid
Exhibit B - WM Bid
Exhibit C - LRS HHW Program
Exhibit D - Staff Report



VILLAGE OF NORTHBROOK

1225 CEDAR LANE
NORTHBROOK, IL 60062

REFUSE AND RECYCLING PROPOSAL FOR THE VILLAGE OF NORTHBROOK

SUBMITTED BY:

Bill Kenney
5500 Pearl Street
Rosemont, IL 60018

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MISSION STATEMENT

LRS IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE AND VALUE THROUGH RELENTLESS COMMITMENT TO CUSTOMER SATISFACTION AND PRESERVATION OF OUR ENVIRONMENT.

I. PROGRAM OVERVIEW

A. COVER LETTER

January 12, 2024

Mr. Sam Reiss – Management Analyst
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Re: Refuse and Recycling Proposal for the Village of Northbrook

Dear Sam,

On behalf of LRS, I am grateful for this opportunity to provide the Village of Northbrook with a bid for its solid waste, recycling and landscape waste services.

Since our earnest beginnings in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with a service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-are recycling processing facility on the Southside of Chicago, and formally integrated its first electric truck to our fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company. We have been proudly serving municipalities throughout Chicagoland since 2012, and look forward to partnering with Northbrook to bring its residents the same gold-standard in service and quality.

As part of its bid to the Village, LRS will commit to using an all-CNG fleet of trucks by some point in 2025 for its waste and recycling routes. LRS will also be operationg out of its Northbrook facility, at which we have a CNG filling station.

LRS has thoroughly read the Village's RFP, and understands the scope of services the Village has put forth. We look forward to further conversation with the Village, and again, are grateful for this opportunity.

All the best,

Bill Kenney
Municipal Manager
bkenney@lrsrecycles.com

I. PROGRAM OVERVIEW
B. REFERENCES

City of Highland Park
Homes: 9,200
Contract Start: January 2016
Contact: Erin Jason
Phone: 847-926-1004

Village of Deerfield
Homes: 6,600
Contract Start: April 2021
Contact: Andrew Lichterman
Phone: 847-719-7403

City of Wheaton
Homes: 15,000
Contract Start: October 2017
Contact: John Duguay
Phone: 630-473-7086

City of Geneva
Homes: 7,800
Contract Start: July 2018
Contact: Rich Babica
Phone: 630-232-1505

Village of Schaumburg
Homes: 25,000
Contract Start: April 2022
Contact: Megan Buck
Phone: 847-923-6672

City of Des Plaines
Homes: 17,500
Contract Start: March 2021
Contact: Tim Watkins
Phone: 847-391-5468

Village of Western Springs
Homes: 4,500
Contract Start: January 2020
Contact: Elaine Haeske
Phone: 708-246-1800

Village of Elmwood Park
Homes: 7,500
Contract Start: April 2019
Contact: Kim Parrilli
Phone: 708-452-3914

I. PROGRAM OVERVIEW
C. COST PROPOSAL

SERVICE TYPE	BILLING UNIT	MONTHLY RATE
CURBSIDE - 1X / WEEK		
35G	PER MONTH	$24.50
35G SENIOR	PER MONTH	$23.85
65G	PER MONTH	$25.50
65G SENIOR	PER MONTH	$22.95
95G (UNLIMITED)	PER MONTH	$26.50
95G (UNLIMITED SENIOR)	PER MONTH	$23.85
BACKDOOR - 1X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
*BACKDOOR SERVICES FOR WASTE ONLY		
CURBSIDE - 2X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
BACKDOOR - 2X / WEEK		
35G	PER MONTH	ADD: $34.00
35G SENIOR	PER MONTH	ADD: $34.00
65G	PER MONTH	ADD: $34.00
65G SENIOR	PER MONTH	ADD: $34.00
95G (UNLIMITED)	PER MONTH	ADD: $34.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $34.00
OTHER COLLECTION OPTIONS		
BULK ITEM / ELECTRONIC DEVICES COLLECTION	PER ITEM	$30.00 - $50.00
HHW*	PER MONTH	$1.50
WHITE GOODS COLLECTION	PER ITEM	$30.00
EMERGENCY COLLECTION	PER CUBIC YARD	$20.00
REFUSE / WASTE STICKERS	PER STICKER	$3.25
*IF CHOSEN, ALL RESIDENTS WILL PAY		
LANDSCAPE WASTE & ORGANICS COLLECTION		
YARD WASTE STICKERS	PER STICKER	$3.25
SEASONAL SUBSCRIPTION SERVICE (35G CONTAINER)	PER SEASON	$220.00
SEASONAL SUBSCRIPTION SERVICE (95G CONTAINER)	PER SEASON	$220.00
ANCILARY CHARGES		
ADDITIONAL CART(S)	PER MONTH	$5.00
CART EXCHANGE / SWITCH		$30.00

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS



COMPANY EXPERIENCE

LRS is prepared and committed to carrying out all provisions of the Village's RFP. We believe our submission will not only outline our abilities to meet and exceed the Village's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the residents of the Village of Northbrook. LRS drivers will be equipped with extra carts to more safely and efficiently service those residents who have opted to use a 'backdoor' style of service, as well as any additional or unforeseen service requirements.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al). This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.

LRS is the contracted hauler for over 200 municipalities. Several of those with similar make-up and characteristics of the Village of Northbrook. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which complements the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with residents and administrators to come up with tailored promotional programs that will fit the Village's needs and expectations. Northbrook will be no exception to this.

COMPANY INFORMATION

FULL COMPANY NAME:	LRS
ADDRESS:	5500 PEARL ST., ROSEMONT, IL 60018
PHONE NUMBER:	844.NEED.LRS
FAX NUMBER:	773.685.6043
WEBSITE:	LRSRECYCLES.COM

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS

City of Highwood
- Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton
- Residential franchise
- Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park
- Residential & Commercial franchise
- Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield
- Residential & Commercial franchise
- Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie
- Commercial franchise
- Start Date: June, 2012
- Size: 1,800 commercial accounts

Village of Bannockburn
- Residential & Commercial franchise
- Start Date: March 2013
- Size: 225 homes

Village of Riverwoods
- Residential franchise
- Start Date: April 20213
- Size: 1,300 homes

Village of Glencoe
- Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka
- Residential franchise
- Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills
- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg
- Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston
- Commercial franchise
- Start Date: November, 2022
- Size: 2,000 commercial accounts

Chicago Public Schools (CPS)
- Commercial franchise
- Start Date: January 2014
- Size: 660 schools

City of Des Plaines
- Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park
- Residential franchise
- Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood
- Residential franchise
- Start Date: April, 2022
- Size: 6,250 homes

City of Northlake
- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park
- Residential franchise
- Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island
- Residential franchise
- Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs
- Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles
- Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

City of Geneva
- Residential franchise
- Start Date: July, 2018
- Size: 7,800 homes

II. RESPONDENT QUALIFICATIONS
A. ORGANIZATIONAL BACKGROUND

INTRODUCTION TO LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered and laid the foundation for LRS now headquartered in Rosemont, IL. Today, LRS is the largest privately-held waste company in Illinois and the fourth largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout the Midwest, including several state-of-the-art single-stream MRFs, being the first waste company in the country to implement robotics, using artificial intelligence.

LRS has strategically acquired companies and partnered with companies that align with our common core principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.

Over the past ten years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Chicago Metropolitan area. LRS is the honored recipient of many highly regarded awards, including the Illinois Sustainability Award, being the only waste company to receive this award, and more recently, the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, along with a competitive rate structure and flexible capabilities. Many of our municipal partners have recognized an increase in recycling and both cost and waste reductions. LRS offers the following services throughout northern and western Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Commercial & Construction Recycling & Waste Services
- Semi-dump Trailer Services
- Portable Storage Units

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS has read the Village's RFP thoroughly, and understands the parameters for service it has laid forth.

Should the Village award this contract to LRS, the following are areas will be the primary (but not sole) areas of concentration for implementation purposes:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

LRS has implemented more new municipal contracts over the past several years than any other area hauler. In each instance, we have been commended by that particular municipality on the relative ease of transition – not just the Village, but to the resident as well.

Even before the Village has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and with our container/cart supplier and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded the Village's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. However, this is not always the case, so we will also procure information by reaching out directly to the Village's residents by social media, mailers and selected civic centers and retailers that experience high amounts of foot traffic.

Once we have attained the information we need for cart allocation, we will be in nearly daily contact with our cart company and delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

LRS has read the Village's RFP. We understand the Village's needs and expectations.

Before implementation, LRS route managers, municipal managers and customer service managers will meet with key Village contacts to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to Village residents. The route manager will be tasked to head the cart delivery crews and operational teams. He or she will work closely with the municipal manager, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire CS team is current on all facets and details of our new partnership with the Village.

We will keep detailed logs of all calls that come in, and report all activity back to the Village's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager) who will oversee all facets of the Village's contract, and constantly look for ways to improve efficiency and the overall experience for the Village residents.

OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee. John and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes every day and spend several days each week in the Village making sure all services are operating at peak performance. Our operations leads will carefully consider all drivers who are interested in becoming part of our Northbrook team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

ROUTING AND SERVICING

LRS is bidding this work based on a four-day schedule for the sake of efficiency and full utilization of assets and drivers. LRS will ensure that proper outreach is made to all residents to make the transition as seamless as possible.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

CUSTOMER EXPERIENCE

Our office is currently staffed for growth. We have industry veterans in all departments of our company to meet your service support and documentation needs. Our management team will work directly with Village personnel and homeowners to ensure customer satisfaction and compliance.

LRS would provide letters/brochures in advance of a renewal start date which would inlcude input from the Village of Northbrook.

All phone calls and electronic communication will be handled by our Customer Service Center. Our team of professionals will work diligently so that all inquiries, questions or issues are fully resolved within 24-hours. All calls will be tracked and reviewed by a LRS manager on a daily basis.

CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

PROCEDURES FOR HANDLING COMPLAINTS, MISSED PICKUPS AND OTHER CUSTOMER CALLS

Residents may call LRS' Customer Service Center at 773.685.8811. Customers can also submit inquiries through a dedicated link that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, a floor leader or one of our two Municipal Managers will be available to assist. All matters will be responded to and/or handled within 24-hours or next business day. LRS' Municipal Managers will also be available for site visits as needed. A manager will review the issues log daily to ensure all customer needs are resolved appropriately and in a timely manner. A Customer Service Manager will review the call log daily for an abandonment rate below 3% and analyze for ways to improve.

MISSED PICKUPS

Residents can report missed pickups by calling our Customer Service Center at 844.NEED.LRS. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS

ORGANIZATIONAL PLAN

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the Village's contract, and constantly look for ways to improve efficiencies and the overall experience for the Village residents.



OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the Village making sure all services are operating at peak performance. CUSTOMER SUPPORT Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

PRIMARY CONTACT

Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com
773.960.2091
5500 Pearl Street Rosemont, IL 60018

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS



JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



BILL KENNEY: MUNICIPAL MANAGER

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administers at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.



JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the City of Kewanee. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics. Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

III. CUSTOMER SERVICE AND MANAGEMENT
B. TRANSITION AND IMPLEMENTATION PROCESS

LRS averages 7-10 new implementations each year. Having navigated this process so many times over the past ten years has given LRS a deep appreciation for every aspect of service transitions.

Should LRS be fortunate enough to be awarded the Village's residential waste and recycling franchise, it would immediately start the process of procuring drivers, trucks and general assets (carts, containers, et al). It is not uncommon for us to start this process even before being awarded a new contract in the interest of getting ahead of the process should deadlines be tight.

After initial meetings with Village staff and key stakeholders, LRS would begin a process based on the following timelines:

MAY, 2024:
Once awarded the contract, and once key personnel on both sides have had the opportunity to meet, LRS would begin putting marketing and outreach items together. This would include an initial mailer to all residents alerting them of the new services and dates. LRS would also start work on a more exhaustive mailer or 'trifold' that would be of thick-stock cardboard and contain key details and timelines to the new program.

JUNE, 2024:
LRS would open a web portal on our website with intention of enrolling as many residents as possible for their new carts and preferred service. This would be promoted through the aforementioned mailer, as well as LRS and Village websites. LRS would also anticipate having a customer listing through either the Village or the incumbent to work off of. General provisions and service offerings will have been agreed to by the Village at this point.

JULY, 2024:
LRS will have already procured carts with our cart company by way of estimations and will start meeting and discussions with out cart delivery team. Additional meetings with the Village will take place as needed, but communication on all aspects will be a weekly occurrence at this point. LRS will not send out any mailing or communication with Village residents without the explicit approval of key Village personnel.

AUGUST, 2024:
In early August, LRS will take the information it has gleaned from its web portal for cart selection and provide this to our cart company for final procurement. LRS anticipates that carts would be delivered to an agreed upon cart staging area by mid August to then be delivered from that point through the rest of August. At the close of each day, LRS will provide the Village with metrics that show how many carts have been delivered to that point, and how many are left to fill.

SEPTEMBER, 2024:
LRS commences services with the Village of Northbrook!

II. RESPONDENT QUALIFICATIONS
D. CHICAGO METRO MUNICIPAL CONTRACTS

Please see the earlier detailed list of current Chicagoland LRS contracts.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

SERVICE STANDARDS

Since its inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. Our Northbrook team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the Village and its residents are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.

Our operational team will also have a dedicated Northbrook supervisor, who will start assessing the Village in terms of routing and efficiency well before we start services.

UNIQUE RECYCLING CAPABILITIES

As municipalities and residents' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facilities in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly built recycling facility in Northbrook, and February of this year, LRS officially opened our new $55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

EXPERIENCE

LRS knows that the Village and its residents have high expectations and standards for all services and utilities. We will leverage our vast experience and abilities to make sure these standards are exceeded.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

AWARDS

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.

National Association of Environmental Professionals
Be Connected

TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

RECYCLING CERTIFICATION INSTITUTE

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.



The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.

Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in Chicagoland, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.

ORIGINS IN PARTNERSHIP

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

LRS SNAPSHOT: 2022 FOOTPRINT

LRS operates 65 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.

RECYCLING CERTIFICATION INSTITUTE

Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee

Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.
- Revenues: $600,000,000+
- Employees: 2,700+

THINKING GLOBALLY: MACQUARIE INFRASTRUCTURE AND REAL ASSETS: INFRASTRUCTURE'S GREEN GIANT

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO

Carbon footprint reduction starts by accelerating public-private collaboration:

Barging

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO2 and 1.5 million pounds of particulate emissions each year.
Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffry Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Environmental Benefits

- Reduction of 22 million pounds of CO2 emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

Residential Recycling in Chicago

Winning the City of Chicago's official residential recycling partner contract, serving four of six Blue Cart zones. In conjunction with the contract, a new advanced Material Recovery Facility (MRF) is currently under development in Chicago with a go-live time frame of Q4 2022 and an adjoining education center proposed for the site.

The Recycling Partnership

LRS works closely with this forward-thinking organization for plastic recycling grants and increasing access to recycling services throughout Chicago, the surrounding suburbs, and rural communities throughout Illinois.

Generating social Impact

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation's armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations.

LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

Developing the next generation of environmental stewards: Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation's third largest school system. As part of our commitment to support the District's zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

Training and developing a skilled workforce: In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.



Extending a hand up to empower future generations: LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

Mentoring the next generation of innovators at Northern Illinois University's College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION



ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Partnering with Habitat for Humanity through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

Donating resources to combat food insecurity in select communities where cost of living challenges remain prevalent.

Promoting employee wellness at Wellness Fairs each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

Annual fundraising events from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.



ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electronic truck in 2023.



Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year



Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero

III. CUSTOMER SERVICE AND MANAGEMENT

A. PROGRAM EDUCATION

NORTHBROOK PROGRAM BROCHURE

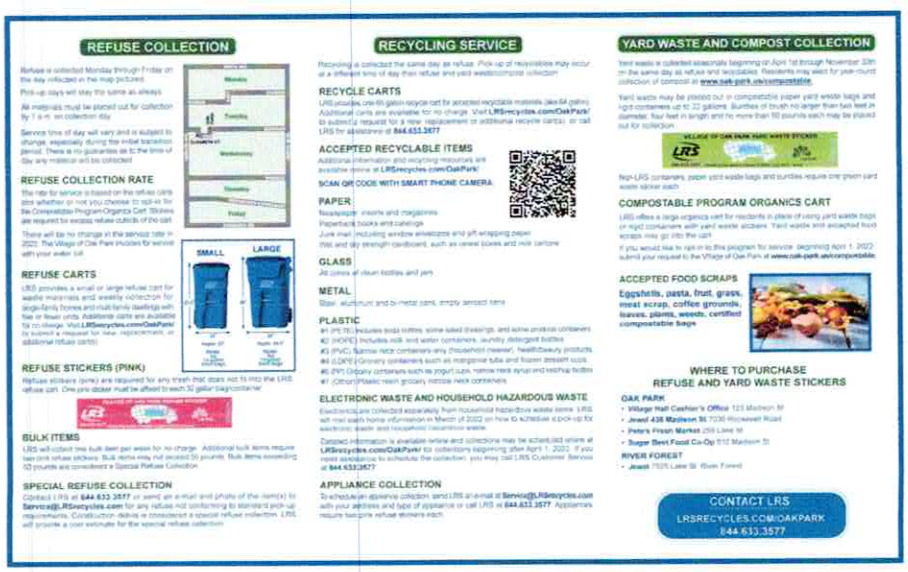
LRS will develop a new Northbrook Program Brochure to be mailed to each household and made available online for download/print and other designated approved locations. The Program Brochure will cover all services. It's a large brochure, allowing adequate space for program details and ensuring residents will know to keep it.

The following is an example of a tri-fold program brochure developed specifically for Oak Park's program:

OUTSIDE



INSIDE



III. CUSTOMER SERVICE AND MANAGEMENT
A. PROGRAM EDUCATION

LRS Website Notification Pop-Up's
LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather-related service issues or postponed services. Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snowstorm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

LRS Facebook Page
LRS provides community-specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers can post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

Email for Customers
LRS has a designated customer service email address with dedicated and seasoned representatives available to promptly respond.

Request a Quote
"Request a Quote" is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.

Improperly Prepared Materials – Sorry Tag
LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection. We take extra steps to communicate with residents to prevent miscommunication or a misunderstanding, by phone call or e-mail, if the customer has provided this contact information. Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.


SORRY
Dear Customer,
DATE _____
LRS LAKESHORE Recycling Systems
LRSrecycles.com | 773.580.8811
Thank You



Recycling Cart Imprint/Sticker
In a coordinated effort with the Illinois Recycling Task Force, we have updated all our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weatherproof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/ print on our website.

DRIVER/STAFF PLAN

LRS has the good fortune of having a team of qualified and experienced drivers to service Village residents. It is a common practice for LRS to interview and hire the best drivers who currently work for a given community's incumbent hauler. LRS would use both approaches to ensure that gold-standard service is provided to residents, and the highest echelons of safety are met.

DEVIATIONS

Deviation One:

Should the cost of diesel fuel exceed $6.25 per gallon, or be reduced to $6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Guage Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Contractor may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The cost, as reported by the AAA, must exceed $6.25 and be verified by the Contractor with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to $0,50 per home / unit for each full $0.10 of incremental increase in fuel costs thereafter. 3) Should the cost of diesel fuel recede back to $6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the resident.

Deviation Two:

In the event there is a change or addition in new local, state or federal rules, ordinances, regulations taxes or government charges that affects the Contractor's cost of providing service, such as a gross receipts tax, sales tax on services other than property taxes, the Contractor may request the reopen the fees set forth in the contract for an impact review of this cost increase. When this cost is verified, the parties may agree to increase the rate for service accordingly, effective on an agree reasonable timeline, by an agree upon amount.

CONCLUSION

In conclusion, while there are many services included in the program we offer Northbrook, we are highlighting some of the most important. We are requesting to meet as we believe it will help the Village understand our team and capabilities given the scope of this program.





VILLAGE OF NORTHBROOK
ILLINOIS

PROPOSAL FOR
Residential Solid Waste Removal Services

DUE
Friday, January 12, 2024, by 4:30 p.m.

SUBMITTED BY
Waste Management of Illinois, Inc.

CONTACT
Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

At WM, we strive to do things differently by empowering our people, and the communities where we live and work, to be more sustainable and resilient.

Waste Management of Illinois, Inc.
230 Sumac Road
Wheeling, IL 60090

a. Cover letter describing how your company will achieve outcomes provided in the scope of services.

January 12, 2023

Village of Northbrook
1562 Independence Court
St. Charles, IL 60174
Attn: Mr. Sam Reiss, Management Analyst

Dear Mr. Reiss:

Waste Management of Illinois, Inc. (WM) is pleased to provide the enclosed proposal response package, outlining our ability and commitment to continue to provide service excellence to the Village of Northbrook, as described in the community's Request for Proposals for Residential Solid Waste Removal Services.

WM wants to first thank you for your business and our partnership. We have extensive experience in the Village and know your unique requirements. Our trusted, long-tenured management and driving team has worked collaboratively with Village staff for years to build and operate a stable and reliable collections infrastructure to meet your community's service needs now and into the future. In addition, we have proven our ability to be flexible and customize our operations to meet your specific service requirements. As a result, the Village of Northbrook knows from experience that you can rely on our company to meet your community's solid waste, recycling, compost, and landscape waste management needs every day, as promised.

We understand that the Village desires to enhance waste reduction, recycling, and composting programs to increase your diversion rate to 50% by 2030. We want to be your future partner to help the Village achieve your waste reduction and recycling goals, which is why we have developed a comprehensive diversion solutions program as part of our proposal, including **an annual $5,000 donation to the Village's Native Plant and Tree Giveaways program**. Section 2 outlines our innovative solutions.

Lastly, we will continue providing the solid waste collection services you and your community expect. With WM, you will have no surprises, worries about potential issues, or upset due to a failed transition with an unknown provider for your community's critical waste management needs. The Village of Northbrook knows you can rely on our company as a flexible partner with industry-leading solutions to help you achieve your goals. Let's **work together for a more sustainable Northbrook**. WM will continue to be:

A **Tested**, **Proven**, and **Trusted** Ally for the Village of Northbrook.

Thank you for the opportunity to participate in this process. Please do not hesitate to contact me with any questions regarding our proposal.

Sincerely,



Michael Brink | Municipal Marketing Manager | (630) 816-1562 | mbrink@wm.com

northbrook

VILLAGE MANAGER'S OFFICE

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #1

Item #1: Add the following new item under Staffing & Service Level Expectations.

Performance Bond (for selected Respondent's only).

The selected Respondent shall provide either (a) a performance bond from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in the penal sum amount of $1,000,000.00 or (b) a straight irrevocable letter of credit in the amount of $1,000,000.00 from a bank acceptable to the Village.

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

VILLAGE OF NORTHBROOK RESIDENTIAL SOLID WASTE REMOVAL SERVICES - ADDUNDUM #2

Item #2: Modification of Proposed Project Timeline

Proposed Project Timeline.

1. The Project Team's goal is to select a recommended Respondent by March 2024. Staff anticipate placing the contract for Board review and approval in May 2024.

DATE	ACTIVITY
Friday, November 17, 2023	RFP posted for public
Friday, January 12, 2023	Deadline for RFP submissions
January – February 2024	Shortlist Vendor Interviews
March – April 2024	Selection and Negotiations of Contract
May 2024	Seek Village Board approval of contract
August 31, 2024	Current Contract Expires

Acknowledged:



Michael Brink | Municipal Marketing Manager | WM

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northbrook | WM

Working Together for a More Sustainable Northbrook

Data contained in this proposal represents the most recently published information for WM's wholly owned operations, unless otherwise indicated.

1 | PROGRAM OVERVIEW

b. Provide references from at least five (5) previous or current municipal clients.

References: Don't Just Take Our Word for It

WM is a trusted environmental solutions partner for customers throughout Illinois. In addition to Northbrook, we provide similar services many of the Village's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Municipality	**Village of Gurnee**
Address	325 N O'Plaine, Gurnee, IL 60031
Contact	Pat Muetz
Phone	(847) 599-7513
Email	patm@village.gurnee.il.us

Municipality	**Village of Lombard**
Address	255 E Wilson, Lombard, IL 60148
Contact	Dave Gorman
Phone	(630) 620-5765
Email	gormand@villageoflombard.org

Municipality	**Village of Wheeling**
Address	77 W Hintz Road, Wheeling, IL 60090
Contact	Christine Bajor
Phone	(847) 279-6903
Email	cbajor@wheelingil.gov

Municipality	**Village of Westmont**
Address	31 W Quincy Street, Westmont, IL 60559
Contact	Spencer Parker
Phone	(630) 981-6200
Email	sparker@westmont.il.gov

Municipality	**Village of Round Lake Beach**
Address	911 Lotus Drive, Round Lake Beach, IL 60073
Contact	Scott Hilts
Phone	(847) 546-8752
Email	shilts@rlbeach.org

c. Provide a cost Proposal for each element of the required weekly, seasonal / per event, and optional services. Include information on how fees should be structured and billed (including optional and base level fees). Cost information may include contract terms and shall identify proposed annual pricing adjustments.

Following is WM's cost proposal. Prices will increase by 5% each year throughout the contract term.

WM's Cost Proposal	
Curbside - 1x/week	
35-gal	$29.86
35-gal (senior discount)	$26.88
65-gal	$31.88
65-gal (senior discount)	$28.72
95-gal	$34.34
95-gal (senior discount)	$30.89
Backdoor - 1x/week	
35-gal	$55.73
35-gal (senior discount)	$50.18
65-gal	$57.77
65-gal (senior discount)	$51.99
95-gal	$59.80
95-gal (senior discount)	$53.82
Curbside - 2x/week	
35-gal	$49.49
35-gal (senior discount)	$44.57
65-gal	$51.52
65-gal (senior discount)	$46.40
95-gal	$53.54
95-gal (senior discount)	$48.23

WM's Cost Proposal	
Backdoor - 2x/week	
35-gal	$70.82
35-gal (senior discount)	$63.73
65-gal	$72.85
65-gal (senior discount)	$65.56
95-gal	$74.84
95-gal (senior discount)	$67.39
Yard Waste	
35-gal	$239.00
95-gal	$278.00
Stickers	$4.14
Extra Container	
Extra container rental	$5.00
Emergency Collections	
Cost of Driver	$125.00
Cost of Truck	$78.00
Cost of Disposal	$75 ton
20-yd Roll Off	$675 per pull up to 4 tons, $75 per ton over the 4th ton

Ancillary Fees

Fee Category	Standard Fee	Notes
Auto-Resume	$55.00	Customer gets current on a late bill and service resumes

Fee Category	Standard Fee	Notes
Resumption of Service (Re-Activation)	$25.00	Customer restarts after suspension or termination of service
Late Payment Charges	2.5% or $5.00	2.5% of the outstanding balance or $5.00, whichever is greater
Late Payment Cost Recovery	$25.00	If WM has to take extraordinary steps to recover debt
Cart Delivery	$40.00	Dropping new or additional cart(s) for the first time
Cart Swap (Exchange)	$40.00	Changing out a dirty cart
Cart Re-Delivery	$40.00	Re-starting service following service termination where the cart was pulled
Extra Cart Rental	$4.00	Monthly charge. Any size. MSW, Recycling, or Yard/Green Waste
Trip charge non-route day	$60.00	Special pick up on a non-scheduled day

d. Describe the Company's process for collecting refuse and recycling for back door service. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

Back Door Service Process

WM will continue to provide back door service as it is successfully done today. Our highly trained and Northbrook experienced drivers know and have every back door service requirement flagged in their onboard computer on their daily routes. When they arrive at a household with a back door service requirement, the driver goes up to the house, carefully takes the cart to the truck, dumps it, and then carefully replaces it near the house in the same location where they found it.

WM's Chicago Area Municipal Customer List

Since we consider our customer lists confidential and proprietary, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Describe the plan for properly staffing each route for each collection type.

As Northbrook's incumbent service provider, WM already has highly trained and fully staffed routes for the Village. As described in this section, we have built your community's highly efficient and accurate routes using our sophisticated routing technology, supported by our onboard technology and back-office dispatch.

Our Route Management Systems: Operational Efficiency at its Finest

With more purchases being made electronically, many of us have started tracking the status of our deliveries online, and for the first time, we have had visibility into the complex logistics behind each shipment. When we are anxious to receive a package, we watch every stop from the point of intake, to transfers at regional distribution centers. Just as we depend on mail carriers to deliver packages on time, the Village depends on WM to collect waste safely, efficiently, and on time.

Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

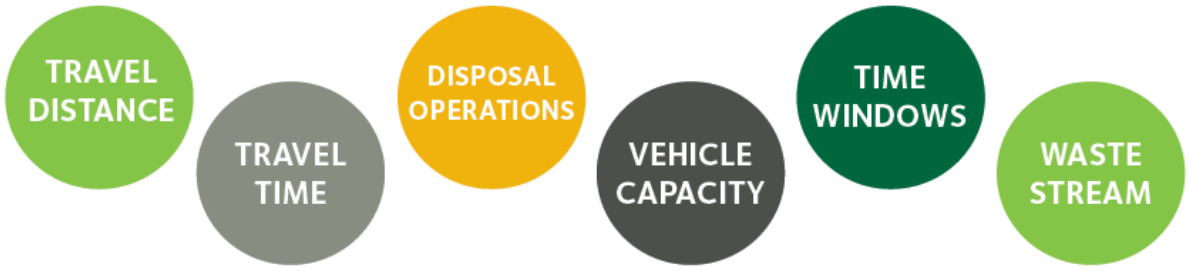
In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit the Village through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- **Environmental Savings:** Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

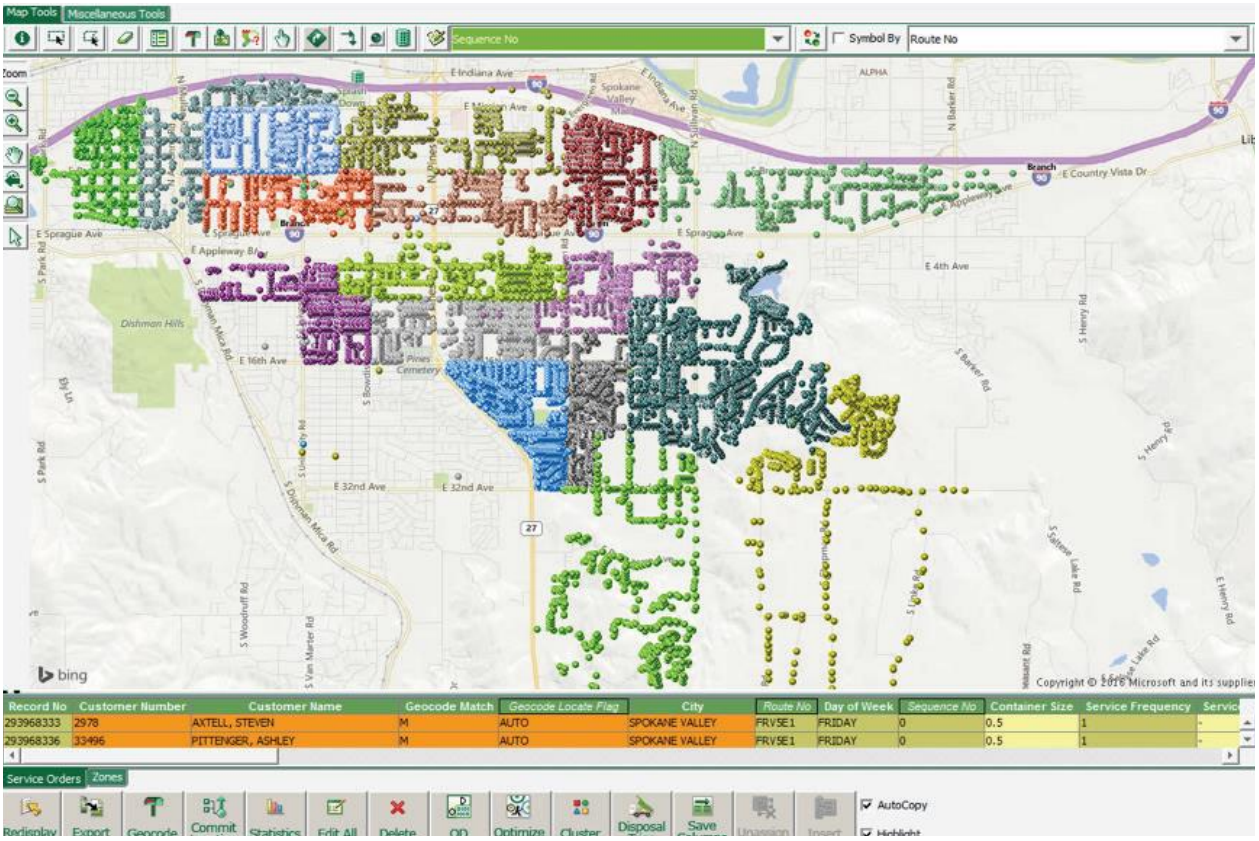
We utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

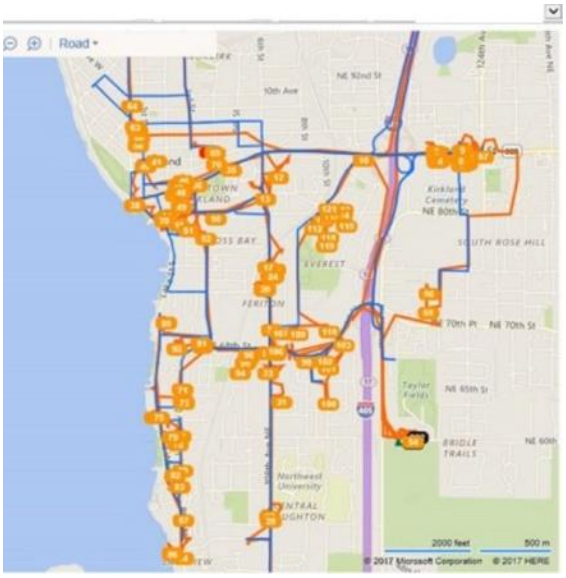


eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Plan vs. Actual Technology: Managing Route Progress in Real Time

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90 percent as designed.

The graphic to the right shows the PvA tracking for an actual route. A route order is typically denoted by blue squares (representing each account on the route). The order in which stops are serviced is denoted by the orange squares (based on when the driver "statuses" the stop, meaning, completed the pick-up).



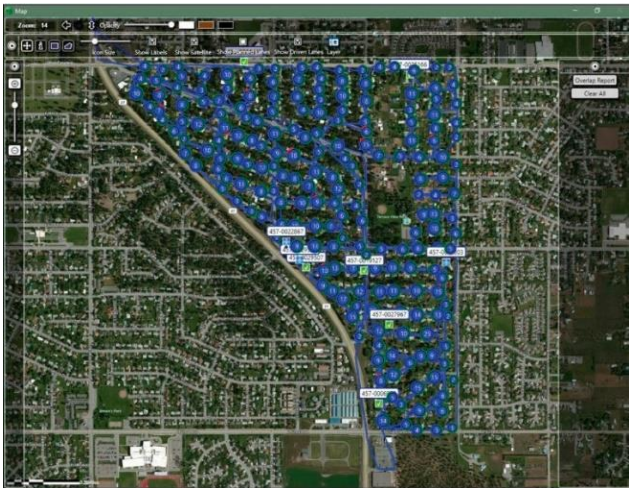
The driver updates the status of each container as it is collected. That route information is shared almost instantly with the customer service center, so when a customer calls, our customer service representatives know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.

Real Time Flexibility for On-Time Collections

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick, and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' tablets. This puts the customer first, allowing us to quickly react to all situations. Additionally, route managers and dispatchers have access to each driver's tablet and can track how many stops are on their route and progress to completion.

While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. By dropping an electronic ticket on the map, the software pinpoints the location of the issue and gives our operations team the tools needed to re-route the work to the nearest truck.

Our drivers will know the Village and they make certain you receive excellent customer service. With the help of our route management technologies, our drivers, route managers, and customer service team work together to meet your service expectations of on-time collections delivered in a safe and efficient manner day-in and day-out.



Screenshot of new stops (white numbers) added to driver's tablet by the route manager.

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCSD application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

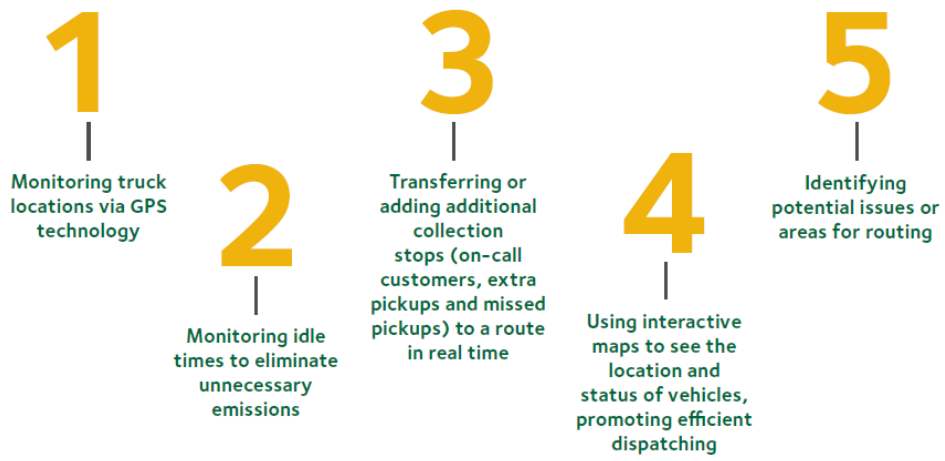
The team's collective goals are straightforward:

- Drive customer service satisfaction
- Streamline communications
- Support operations
- Increase efficiencies

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- "Drag and drop" electronic tickets
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



The combination of onboard technologies investments and computerized dispatch enables WM to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

f. Describe any changes to the existing routing or scheduling of collections.

With WM as your service partner, existing routes and schedules will remain the same, and there will be no confused residents or other frustrations commonly associated with switching to a new provider and rolling out new carts and schedules.

g. Commit to adherence to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

WM is fully committed to adhering to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

Whether you are selecting an architect, landscaper, or recycling MRF design/build/operate partner, business ethics matter. Inquiring about and evaluating potential service providers' ethical standards, policies, and safeguards is a crucial step in vendor selection.

As a service provider of any type or size, long-term success is highly dependent upon establishing and supporting clear ethical standards and strict compliance with applicable laws, regulations, and best practices. Businesses rooted in ethical behavior are more successful, attract and retain the most talented employees, and build trust among their customer base and within the communities they operate.

At WM, our leadership team has established a culture grounded in ethical practices and behaviors. At all levels, our managers guide employees to understand the ethical implications of their day-to-day choices and lead them to decisions that are beneficial to our employees, our customers, and the communities we serve.



For the 14th year, WM was recognized as one of the World's Most Ethical Companies in 2023 by The Ethisphere Institute, the global leader in advancing the standards of ethical business practices.

We credit this recognition to the hard work of our 49,317 employees who elevate WM from a best-in-class environmental services company to a world-class leader.

Regulatory Compliance

Every day, we must foster a culture where employees are empowered to Do the Right Thing, The Right Way. Our distinct culture allows us to operate by the same standard — one that unites us and defines us as a company. Our objectives when it comes to environmental and regulatory compliance are:

Engage employees in creating a culture of compliance and ethics where their daily words and actions reflect our Fundamental Commitments and Core Values

Encourage employees to SPEAK UP by sharing ideas, asking questions, and reporting any issues concerns or violations without the fear of retaliation

Educate employees on how to comply with WM policies and procedures and applicable external laws, rules, and regulations and why it's important to do so

Ensure that employees at all levels of the company proactively comply with WM policies and procedures and applicable external laws, rules, and regulations

We are responsible stewards of the environment and champions for sustainability. There are a variety of federal, state, and local laws and regulations that apply to our business. We have developed processes and tools to achieve a high standard of environmental performance and compliance. These processes and tools have been pulled into one company-wide program that we call WM's Environmental Management System (EMS). The focus of the EMS is integrating environmental functions into the core of our business. It enables us to reduce our environmental impacts and increase our operating efficiency. Every employee should be aware of our EMS.

As a company, we prepare for emergencies by maintaining an Emergency Situations and Evacuation Plan Policy. This policy states management objectives for addressing emergency situations. We also maintain a Crisis Management Plan that identifies the unique risks our sites may encounter. This plan includes reporting and response requirements for specific emergency situations at each of our Company locations.

Best-in-Class Regulatory Compliance with WM's Environmental Management System

Environmental stewardship is the core of our business—our promise to customers, our competitive advantage, and our obligation to the communities in which we operate. How we manage potential environmental impacts and opportunities is a critical element of being a sustainable enterprise. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires unwavering focus, expertise, comprehensive systems and internal checks and balances. Our approach has evolved over decades, with a focus on integrating environmental functions into key management systems.



Our goal for environmental compliance is simple: zero deviations from regulatory standards, and sound environmental practice. The goal of the Environmental Management System (EMS) is to prevent conditions that could result in violations. If conditions that could result in violations occur, corrective and preventive actions are implemented as quickly as possible. We have not yet achieved our goal of zero violations, but we continue to take any departure from regulations, no matter how small, very seriously. Please see https://sustainability.wm.com/esg-hub/environmental/environmental-management for additional details of WM's Environmental Management System.

2 | RESPONDENT QUALIFICATIONS

a. Organizational information including corporate structure, number of years in business providing outlined services, and other relevant information.

A Local Company with National Resources

WM is a local company with hauling operations throughout Illinois. We have provided superior waste and recycling services from our Wheeling Hauling District to the surrounding area for more than 55 years.

Our Wheeling Hauling District will continue to provide the Village with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the Village's expectations for waste and recycling services.

Waste Management of Illinois, Inc.

Waste Management of Illinois, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Delaware in 1968. Our team of professionals will service the Village from our Wheeling Hauling District, which is located at 350 Sumac Road, Wheeling, IL 60090. As always, we invite the Village representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your community.

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 49,317 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-A-Glance (data represents the most recently published information)

People

49,317 team members

Operations

254 solid waste landfills

5 hazardous waste landfills

497 hauling facilities

337 transfer facilities

$31.4B asset base

Material is Repurposed

97 recycling facilities

41 organics recycling facilities, including WM CORe® sites and composting

14.8 million tons of material recovered

Energy is Renewable

11,307 alternative-fuel vehicles

181 natural gas fueling stations

95 landfill gas-to-electricity facilities

23 direct landfill gas-to-industrial customers

17 renewable natural gas facilities

Communities are Thriving

74 certified wildlife habitat programs

72 pollinator gardens and wildflower meadow projects

291 habitat, species, and education projects "on-the-ground"

13,413 acres actively managed for wildlife preservation

WM is Evolving from Service Provider to Sustainability Partner

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow®.

And we are investing – significantly – in this sustainability strategy. Following are WM's five strategic sustainability growth areas that will continue to shape WM's path to a true sustainability partner.

Sustainability program partner	Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.
Modern landfills and renewable energy	As part of our overarching company goals to reduce climate impact of our operations, by 2026 we expect to see six-fold growth in the amount of renewable natural gas (RNG) produced at WM landfills – growth capable through $825 million in investments in our RNG infrastructure from 2022-25. We also aim to use 100% renewable electricity at facilities we control by 2025.
Recycling infrastructure	We plan to invest $800 million in new and upgraded recycling infrastructure from 2022-25 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. These investments will result in 25% expected growth in tons diverted from landfills from 2022-25.
Integrated organics	Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.
Circular logistics	By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to recycle right, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.

Corporate Structure

Waste Management of Illinois, Inc. is a Delaware corporation; its parent company is Waste Management Holdings, Inc.

WM Way: The Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: **Safety**, **Service**, **Savings**, and **Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - WM Way - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

WM Way is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. WM Way was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by the Village.



WM Way creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The WM Way mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for the Village

Safety is woven into WM Way because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes the Village a safer place to live, work, and play.

Service Results for the Village

WM Way encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: “Leave it better than you found it.” It is a win-win for the Village and WM.

Savings Results for the Village

WM Way helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

WM Way has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for the Village. Through WM Way we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

WM Way Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize WM Way as our proprietary best practices management tool. If an issue does arise, our WM Way management procedures are:

Service Metric	WM Way Procedure	WM Way Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of WM Way, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to the Village as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and

Service Metric	WM Way Procedure	WM Way Value
	based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

WM Way Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, but it is also then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for the Village.

WM is Driving Toward a Zero Emissions Fleet

At WM, we have a long history of reducing our GHG emissions footprint and helping our customers reduce theirs. The services we provide decrease and avoid three times more GHG emissions than we generate in our operations, and we aim to reduce and avoid four times the GHG emissions we generate through our operations by 2038.



Within this overarching climate goal of reducing our GHG emissions, WM aims to achieve a fleet made up of 70% alternative fuel vehicles, of which 50% are fueled with renewable natural gas (RNG), by 2025.

WM operates the largest heavy-duty natural gas truck fleet of its kind in North America. 57% of our 18,545 collection vehicles run on clean natural gas. Since 2010, WM has reduced fleet emissions by 38%.

Alternative fuel vehicles, utilizing RNG or compressed natural gas (CNG) as fuel over diesel, produce fewer undesirable gases than fossil fuels, resulting in improved air quality emissions. Our natural gas trucks emit reduce NOx emissions by as much as 97%, diesel particulate matter by as much as 94%, and carbon dioxide equivalent emissions by as much as 80%.

Cleaner and quieter collections: WM is proud to service the Village with vehicles that run on compressed natural gas (CNG).

In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. Natural gas engines run much quieter than diesel trucks – many customers have commented that they cannot even hear the trucks coming down the street.

The Curotto-Can Automated System: Quicker, More Efficient Service

Northbrook collection trucks are equipped with the Curotto-Can Automated System, which has the fastest load time of any automated system on the market and delivers a proven 25 to 30% productivity advantage over automated side loaders. Utilizing the Curotto-Can with our front load trucks, we can service our stops quicker and more efficiently. Spending less time on your streets performing collection means safer service, quieter neighborhoods, and less wear and tear on your streets.



A WM truck equipped with the Curotto-Can system.

A key factor in providing efficient service to your community is how long a truck is stopped for service. The longer the loading cycle, the lower the productivity. With a front loader equipped with a Curotto-Can automated carry can, stop time (as measured from wheel stop to wheel go) is four to five seconds as compared to 12 to 18 seconds for an automated side loader. The Curotto-Can is the only automated system that provides an “eyes-forward” working environment and results in improved operator and public safety. Because the arm is forward of the cab and steer axle, it behaves like a boom. This unique feature enables the Curotto-Can to easily move around parked cars and cul-de-sacs – up to 20% faster in an independent comparison. Eyes-forward collection improves driver awareness and focus, reducing the chance of personal property damage to mailboxes, etc., and general public injury due to potential driver error. Better maneuverability means fewer backing events resulting in improved productivity and enhanced safety for the Village.

Key Benefits of the Curotto-Can Automated System	
✓ Fastest load time available – 4 to 5 seconds from wheel stop to wheel go	✓ 20% greater fuel efficiency due to less packing and idling
✓ Load bulk material with easier access to container	✓ Navigate cul-de-sacs up to 25% faster
✓ Eyes-forward operation enhances safety	✓ Low 108” cart dump height for safe operation well below typical overhead obstructions (wires, trees)

The Curotto-Can system also mitigates damage to carts. It dumps carts lower and with a smooth action, which means fewer damaged lids, wheels, and axles. The unique gripper design means that no metal contacts the cart while gently applying pressure to the cart body, resulting in extended cart life. Additionally, the Curotto-Can allows our drivers to see the material before it is packed, which means we can stop contamination in any stream at its source – the curb. Identifying and safely removing contamination while recording violations cleans waste streams. Collecting clean material is a major cost avoidance and mitigates the risk of culling, handling, and disposing of contamination.

b. One-Page overview of how the firm will meet minimum service requirements.

WM will meet all of the Village's requirements with service excellence as outlined on this page.

Billing

As requested, WM will manage the collection of all rates and bill customers directly for services.

Required Weekly Services

WM will provide curbside weekly collection of refuse, recycling materials, and bulk items.

White goods (a minimum of two free <50 lb. bulk items per week) and up to one cubic yard of construction and demolition debris, all as part of each residence's weekly collection stop.

Please see Section 7 for WM's list of recyclable materials to be accepted.

Additionally, WM will collect, transport, process, or dispose of all refuse, yard waste, compost, and recyclables from the locations listed in Attachment A of the RFP, along with twice-a-week service of the Village's trash and recycling receptacles in the Central Business Area.

Seasonal/Special Collections

In addition to weekly service, WM will provide seasonal and special collections for customers. Residents can choose from subscription yard waste collection in carts or six paper yard waste bags per week. If they prefer, they can also purchase stickers to place on paper yard waste bags for special yard waste collections. Yard waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

WM will provide refuse, recycling, and compost service for Village special events as requested.

To provide the Village with the most convenient and sustainable electronic waste and household hazardous waste collection available, WM will provide our At Your Door on-call curbside collection of these items for every residence in Northbrook. Please see Section 6 for details.

WM will provide emergency collections. Please See Section 4 for details.

Required Optional Services Billed Directly to Customers

WM will provide rear door service, second weekly refuse pick-up, second weekly recycling pick-up, and yard waste subscription service as described above and outlined in our cost proposal in Section 1.

Optional Services Billed Directly to Customers

As described above, WM will offer our innovative and highly sustainable At Your Door on-call curbside collection of electronics and household hazardous waste, included in our base charges for trash collection. Please see Section 6 for details.

Containers

WM will provide and repair/replace 96-, 64-, and 35-gallon toters for refuse and recycling. Additional containers will be available upon request. Please see Section 5 for details.

c. One-Page overview of staff including project manager, customer service staff, and field supervisors should be included.

Introducing WM's Village of Northbrook Service Team

Michael Brink | Municipal Marketing Manager | 30 years' experience



Mike will continue to serve the Village by overseeing WM's implementation of the new agreement. He will make sure all your needs and expectations are met. Mike will continue to oversee support and contribution activities to cultivate partnerships through participation in causes and events. Mike will oversee the efforts of WM's team to verify that obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. Mike will oversee all aspects of this agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.

Chris Haraf | District Manager | (708) 473-1652 | charaf1@wm.com



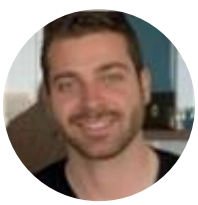
As District Manager, Chris oversees the day-to-day operations of our Wheeling Hauling District, including oversight of the 120 employees that are responsible for the collection of garbage, recycling, and yard waste from over 45,000 customers. Chris provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. He is responsible for the District's overall service and budget performance. Chris will continue to interact with Village staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, he will oversee the completion of all operational tasks.

Kelly Collins | Operations Manager | (847) 815-3264 | kcollin2@wm.com



Kelly is the Operations Manager for the Wheeling Hauling District. In this position, Kelly oversees daily collection services, drivers, and operational performance. She manages District personnel needs, including selection, coaching, and training drivers. Kelly is also responsible for equipment utilization and managing all equipment needs, including cart and container inventory. Kelly will manage the operational implementation and ongoing quality of all Village collection programs and services, and oversee ongoing staffing, and equipment needs. She will work with Village staff and our operations team to address special service requests or resolve unique customer requests or concerns (e.g., special event collections, scheduling needs, etc.).

Paul Lewandowski | Route Manager | the Village's Dedicated Field Supervisor | plewando@wm.com



Paul is the Village's Route Manager. With four years' experience with WM, he will be the Village's dedicated field supervisor that provides on-site management including directing route drivers and resolving customer issues in the field. Paul oversees daily residential collection services, drivers, specialty services, special projects, and operational performance at the District. He also helps to facilitate personnel needs, including the coaching and training of drivers for all lines of business. The drivers who are responsible for container delivery and cart operation report directly to him. Paul will assist in the management of the day-to-day operations of all Village collection programs and services. He will continue to work with Village staff to confirm that any special requests or concerns are addressed appropriately and timely.

Our Drivers - The Backbone of Our Daily Operations



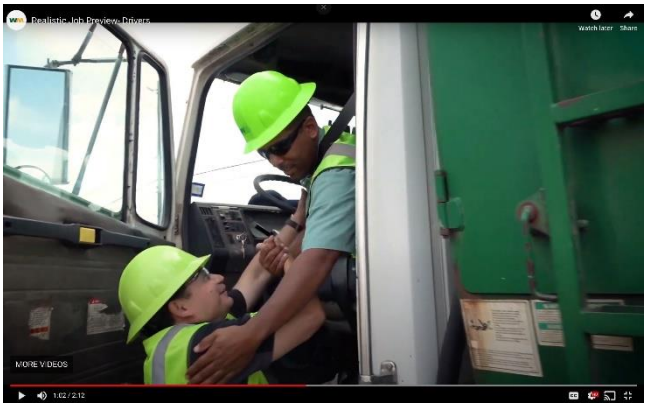
At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers is the backbone of our daily operations and is dedicated to providing the Village with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.

d. List of all communities in the Chicago metropolitan area for whom municipally contracted collection services are provided, including the five (5) required for reference.

As noted in our response to requirement "d." in Section 1, we consider our customer lists confidential and proprietary. Therefore, we have not provided our list of Chicago area municipal customers in this proposal. However, we will gladly discuss the list with Village staff upon request.

e. Proven experience in residential waste hauling experience in similar communities.

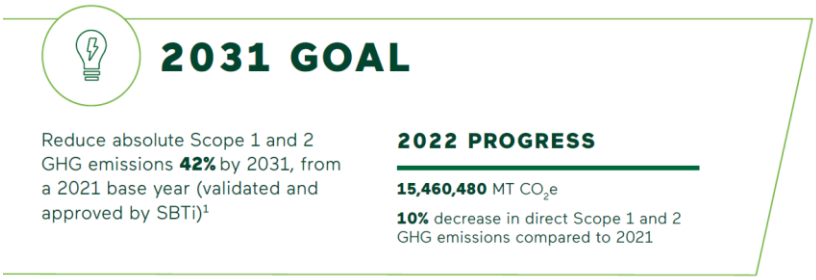
Please see our response to requirement "b." in Section 1 for proof of our extensive experience and stellar service record of residential waste hauling in similar communities.

f. Must possess a thorough understanding of the intersection between waste collection and climate change and demonstrate a sincere interest in collaborating with the Village of Northbrook and its residents to divert waste from landfills.

Climate change is a global challenge that faces our society and businesses. From extreme weather events to shifting seasons, impacts from climate change are offering an opportunity to rethink and reshape our economy. WM is taking a leading role in transitioning to a low-carbon future by setting ambitious, science-based targets to reduce our greenhouse gas (GHG) emissions — and progressing towards those targets with actionable emissions reduction plans — and enabling solutions for others to reduce their emissions.

Our services like recycling and renewable energy generation allow customers to reduce their own carbon footprint. We see opportunity in this challenge and are investing to support our customers across industries to unlock emissions reductions across the value chain.

We set a goal to reduce our absolute Scope 1 and 2 GHG emissions by 42%, from a 2021 baseline, by 2031. In 2022, we reduced our direct Scope 1 and 2 GHG emissions by 10% over a 2021 baseline and our Scope 3 emissions due to emission factor updates. We achieved this through continuing to increase landfill gas capture and utilized 45% of this gas for beneficial use in 2022. We have also validated our target with SBTi, a third-party organization that assesses and verifies targets are in alignment with climate science.



Working Together for a More Sustainable Northbrook

As demonstrated above in our commitment to reducing GHG in all our operations, WM has a thorough understanding of the intersection between waste collection and climate change and we have a sincere interest in bringing our best practices to Northbrook to collaborate with your staff and community to help you achieve your goal of reaching 50% diversion by 2023. In addition, our aim is to provide programs and tactics that set the groundwork for any

future climate change initiatives the Village chooses to pursue so they can be easily implemented, and you can see results quickly. As part of our commitment WM proposes the following to help support the Village's climate action strategies in Northbrook:

Northbrook's Climate Action Plan Waste Management Strategies and WM's Collaborative Recommendations

The Village outlined six sustainability items for solid waste reduction on page 10 the RFP which we have outlined below in green with our recommendations. Additionally, we reviewed your Climate Action Plan and believe we may be able to assist with additional strategy points, which are outlined below in black.

Northbrook Strategy WM 2 | Increase landfill waste diversion to 50% by 2030.

WM 2-1	**Conduct a waste audit to determine waste diversion opportunities.**
WM Recommendation	*WM can assist the Village by conducting regular audits of your residential recyclables to determine waste diversion opportunities.*
WM 2-2	**Establish a zero waste Village event policy making zero waste office operations and events standard.**
WM Recommendation	*WM has extensive experience in executing highly successful zero waste events, including the WM Phoenix Open, https://wmphoenixopen.com/sustainability/. We can bring the best practices we've learned from the zero waste events we've successfully executed over many years to Northbrook to help you develop your zero waste events strategic plan.*
WM 2-6	**Restructure solid waste rates to incentivize smaller landfill bins and quantities and larger recycling and compost bins.**
WM Recommendation	*WM's proposed rates included in Section 5 of this proposal include a "pay as you throw" type graduated rate structure that incentives smaller garbage carts and larger recycling and compost carts to help encourage recycling and discourage disposal. Additionally, as detailed in Section 6, WM has included our At Your Door electronic and hazardous waste residential on-call collection program in the Village's base rate so it will be available to all residents.*
WM 2-7	**Establish a waste ordinance, requiring all residential, multi-family residential, and commercial property owners to offer recycling and compost collection services.**
WM Recommendation	*WM is able and willing to provide mandatory year-round residential compost collection if the Village so desires to help support an ordinance that would require compost service.*

Northbrook Strategy WM 3 | Increase organics diversion from landfill.

WM 3-3	**Establish a communication campaign to promote and increase the utilization of curbside compost collection program to all residential properties for yard waste, food waste, and certified compostable products.**
WM Recommendation	*WM will work collaboratively with Village staff to expand our current Recycle Right public education and outreach efforts to include compost collection. Additionally, to further increase organics diversion from landfill, WM recommends and will support year-round residential compost collection.*
WM 3-4	**Collaborate with residential and commercial organics haulers to establish organics diversion programs for residential and commercial buildings.**
WM Recommendation	*As stated in our recommendation for WM 2-7, WM is able and willing to provide year-round residential compost collection to help support the Village's climate action initiatives.*

Northbrook Strategy WM 4 **| Increase recycling rate.**

WM 4-1	**Increase waste diversion opportunities by increasing recycling and organics collection in public places.**
WM Recommendation	*WM is prepared and will provide collection and carts, if needed, for expanded recycling and organics collection in the Central Business Area.*
WM 4-2	**Develop and fund and assistance program for businesses to provide waste audit services, support businesses in establishing tracking and reporting waste streams, identify reduction, diversion, and beneficial use opportunities.**
WM Recommendation	*WM can assist area businesses in providing waste audit services, support businesses in establishing tracking and reporting waste streams, and identify reduction, diversion, and beneficial use opportunities.*
WM 4-3	**Develop program to recycle single-use Styrofoam items.**
WM Recommendation	*WM's materials marketing team is the best industry. They successfully manage and market approximately 15 million tons annually of materials for reuse. They can provide valuable information, guidance, and resources regarding new recycling program implementation.*

Northbrook Strategy WM 5 | Educate, engage, and empower the public to meet waste management goals.

WM 5-2	**Educate the community on waste management strategies.**
WM Recommendation	*WM will educate Northbrook residents using our innovative and highly effective Smart Truck® technology, which provides targeted feedback based on customers' set-out behaviors. This has proven to be the most beneficial type of public education because it is immediate and custom to the individual's behaviors. It uses our Recycle Right suite of education materials to educate residents. See later in this section for details. Additionally, WM will partner with the Village to develop and deploy a robust, proactive Recycle Right education campaign to help Northbrook residents increase recycling and decrease contamination. See later in this section for details.*
WM 5-3	**Support collaborative consumption community projects, such as compost projects, tool libraries, and repair cafes through mini-grant programs.**
WM Recommendation	*To assist with the Village's mini-grants to support compost projects in your community, **WM will donate $5,000 annually to the Village's Native Plant and Tree Giveaways program**. Additionally, WM would like to offer the Village the option to go twice a year to pick up a dump truck load of compost from our Willow Ranch Composting Facility to support the Village's Native Plant and Tree Giveaways, Grown Northbrook Demonstration Organic Garden, and/or other community compost needs.*
WM 5-5	**Encourage Northbrook residents to participate in organics collection through creation of "Include the Food" education campaign.**
WM Recommendation	*WM will promote the Village's "Include the Food" messaging in all of our outreach and education materials.*

Additional sustainability priorities noted in the RFP:

Additional priority	**Evaluate the benefits of offering an opt-out compost program verses the current opt-in program.**
WM Recommendation	*If the Village decides to make policy changes regarding opt-in/opt-out composting programs. We will work with the Village to implement any services you see fit.*
Additional priority	**Offer additional bins sizes to residents possibly including 12, 20, and 45 (which would be additional to the current 35-, 64-, and 96-gallon options).**
WM Recommendation	*Due to operational concerns, WM cannot offer 12-, 20-, or 45-gallon containers. However, our vast experience throughout the U.S. and Canada has found that the most successful high-diversion communities generally offer 35-, 64-, and 96-gallon cart size options, the same as WM provides today.*

WM Smart Truck® Technology: Smart Solutions to Monitor and Reduce Contamination through Targeted Education



Our proprietary WM Smart Truck technology captures video and photo of every collection.

WM is always working for a sustainable tomorrow. The latest in these efforts is our WM Smart Truck technology program, which pairs innovative onboard systems with strategic, targeted education to influence waste-related behaviors, making residential collection in Northbrook smarter, safer, and more efficient.

At its essence, WM Smart Truck technology consists of cameras and sensors mounted on our collection vehicles that create a record of collection events and the contents of collected containers. Data captured - including vehicle location and photo and video documentation of service - then drives a targeted education strategy to reduce recycling contamination and container overages while also improving the customer experience through service verification notification.

WM Smart Truck technology on your streets means a cleaner, greener, safer Northbrook with more power and efficiency in every pickup.

The Benefits and Value of WM Smart Truck® Technology

CUSTOMER SERVICE INNOVATION: WM Smart Truck technology documents every collection stop and shares that data – including real-time positive service verification and documentation of any collection issues – with customers through the notification channel of their choosing. This allows for a more open and transparent relationship with customers with consistent and direct communication.

COMMUNITY HEALTH AND SAFETY: WM Smart Truck technology protects community aesthetics as camera monitoring allows us to proactively identify containers that are overflowing and cause unsightly litter and odors. It is safer by automating processes that keep our drivers in the cab so they can focus on operating their collection vehicle and monitoring their surroundings, decreasing injury risk as drivers are not exposed to traffic and avoid lifting containers manually.

TARGETED EDUCATION AND OUTREACH: WM Smart Truck technology improves waste-related decision-making with a focused, tailored education program in response to documented issues, such as contamination or overages. Direct notification with customized education messaging makes for a more personal connection with the customer and increases the likelihood they will take real action and change behavior, improving diversion from landfills, and right sizing their trash services.

RATE STABILIZATION: WM Smart Truck technology allows us to identify what residents put at the curb, confirming that customers are subscribed to the appropriate service levels based on their waste generation. After an initial 60-day education and outreach campaign to launch the program, customers who continually overfill containers or place contamination in recycling or organics carts are subject to a charge on their third offense after two warnings. Customers who continually overfill containers or place contamination in recycling or organics carts are subject to either a charge on their third offense after two warnings or the ability for WM and/or the Village to upsize the customer's container to the needed curbside capacity. WM is open to both behavior

change mechanisms. However, we prefer adding the curbside capacity to match waste generation and diversion capability needs.

A Targeted Education Strategy

Key to the WM Smart Truck program is pairing innovative onboard systems with a strategic, targeted education program. To shape waste-related decision-making and effect actual change, we must create a personal connection with the customer (custom messaging) while providing real data and feedback (photos/video that are made available on their online accounts) and clear education to follow. These efforts increase the likelihood that residents take real action.



Reducing Contamination for Cleaner Recycling Streams

Contamination can ruin entire loads of recyclable materials and causes extreme problems at recycling facilities, including safety issues such as fires from hazardous materials (batteries) or tangling (plastic bags) in sorters that must be manually cut out - a dangerous task for facility workers. With WM Smart Truck technology, contamination enforcement and education are made easy with:

One in four items that consumers place in recycling containers is not recyclable.

- A standardized review process with checks and balances to identify contamination at the curb
- Account-specific photos that allow us to educate customers about contamination and recycling right
- Ability to identify top contaminants by route to target outreach in your community

HOW WM SMART TRUCK® TECHNOLOGY TARGETS CONTAMINATION				
1	2	3	4	5
A list of non-acceptable materials in recyclables specific to your community is developed	Artificial Intelligence (AI) is used to identify contamination	A dedicated team of trained technicians confirms findings	Notification is sent to customer via email (includes video of incident)	Commercial customers receive a contamination charge as applicable per the contract (after initial 60-day education campaign)

Stopping Overages Helps Keep Your Community Clean and Safe

Overages from containers cause unsightly litter and odors, clog storm drains, and can attract pests and other vectors. WM Smart Truck technology can provide outreach to customers to prompt right-size adjustments that prevent overages and keep your community clean and safe.

HOW WM SMART TRUCK® TECHNOLOGY TARGETS OVERAGES				
1	2	3	4	5
AI is utilized to identify overloaded containers	A dedicated team of trained technicians confirms if container lid is lifted due to overage	After initial 60-day education campaign in your community, customer receives overage charge	Notification is sent to customer via email or text (includes photo of incident)	Commercial customers charged for confirmed overage according to the contract

Customers can be notified of any service issues via email within 24 to 36 hours of service.

QUALITY CONTROL MEASURES	
How can you tell if a cart is contaminated?	Mounted cameras record service Every collection is reviewed and tied through GPS to a specific service address
What happens when a service issue is detected?	AI is used to identify overfilled containers, contamination, damaged containers, graffiti, recorded service levels, and more Any identified contamination is verified by our team of technicians
What quality control is in place to ensure accuracy?	Our dedicated team of technicians are trained to carefully identify service issues and contamination We have standard protocols for assessing every situation with built-in checks and balances to ensure accuracy

PRIVACY AND PROTECTING CUSTOMER DATA	
Is this the first-time cameras have been used on WM collection trucks?	No. WM has used cameras on trucks for almost 10 years. We use mounted cameras to improve safety by assisting our drivers with rear and side-view perspectives, and documenting driving incidents.
What about privacy?	WM will never share the images or customer information with third parties for marketing or data mining. The photographs or videos are only used to educate and inform customers to improve collection service, recycling, and diverting materials away from the landfills.

WM Smart Truck® Technology Outreach Campaign Raises Program Awareness, Sets Expectations

The WM Smart Truck technology program begins with a 60-day intensive outreach and education campaign focused on raising awareness of the WM Smart Truck technology program in your community. This period will set clear expectations and minimize any surprises to customers while setting a foundation for the program.

PROPOSED ROLLOUT: FUNDAMENTAL TO BEHAVIOR CHANGE AND SUCCESS		
60-Day Education Period	**Evaluation Period**	**Go Live**
• Program introduced to customers via postcard/email • Additional education: social media, municipal and WM websites, press releases, etc. • Customers guided to wm.com/mywm to enable digital communications • Commercial customers with contamination and/or overages are warned and advised they may be charged following the education period should the Village agree to such charges	• WM to send key data collected during education period, including # of overage and contamination notices sent • Identify customers with multiple incidents (may require additional education) • Develop a plan to go live with enforcement charges	• Commercial customers with contamination and/or overages will receive electronic notifications of charges and will see them on their next WM invoice should the Village agree to such charges • Continued education provided to customers on how to prevent overages and recycle right, including social media ads, newsletter articles, and more

Suite of Education and Outreach Communication Materials

Following are samples of the WM Smart Truck program's education and outreach communication materials.

Always Working For A Sustainable Tomorrow®

Less materials in landfills and litter on your street. More information in your inbox. The WM Smart Truck™ program is designed to create cleaner, safer communities while giving you more visibility into your service than ever before.



Stay Clear Of Charges

After a brief educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.

Here's how to pave the way for this change:

1. Visit **wm.com/mywm** to create an account and opt in to notifications. **After one initial warning, all further notifications will be sent digitally.**
2. Take care of your waste and recycling the right way – waste less by reusing, donating and recycling right to prevent contamination.
3. **Need to add a cart?** Let's find a better fit together – call **%number%** to explore your options.

Tips For Smart Tossing

Keep A Lid On Overages
All materials must fit in your cart, and the lid must be fully closed.

Recycle Right

WM Smart Truck℠ Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart Truck℠ program gives you the notifications and insights you need to make it all possible.

How It Works

1. **Your Materials**
With the help of mounted cameras, WM Smart Truck℠ technology captures footage of containers as they are collected during service.



2. **Your Service**
A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.



3. **Your Notifications**
If a cart associated with your address is overloaded or non-acceptable material is found, we'll send you a notification. Log in to **My WM** to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you'll be charged $X when you overfill a trash cart or $X when you contaminate your recycling.



Do More with My WM
Visit **https://www.wm.com/us/en/user/register** or scan the QR code to sign up for an account.



Social Media Resources





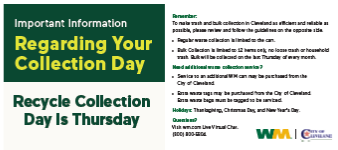
Postcard

Recycle Right Campaign

In collaboration with Village staff, WM is excited to offer our Recycle Right suite of education materials to develop a robust diversion and contamination reduction campaign for Northbrook. Possible outreach efforts can include:

Bill Insert

WM can include bill inserts to reinforce the rules of recycling and encourage diversion in Northbrook.



Community Website

Recycling service information will be provided on Northbrook's WM community website, including the information packet, service calendar, a list of acceptable recyclables, and a link to WM's Recycle Right website.



Social Media Content

WM can provide post ready social media content for Northbrook to post on your social media channels.



Information Packet

Around the service start date, WM will mail residents a welcome packet and include information about the valuable services WM will provide as part of the new agreement.



Community Events

WM will participate in Northbrook community events throughout the year to educate residents and generate excitement around recycling.



Service Hub

WM can set up a display at town hall or a community center to highlight the benefits of recycling, how to Recycle Right, and its impact in Northbrook.



Newsletters

WM can provide Recycle Right® information to include in Village newsletters.





Electric Collection Vehicles

Last, but not least, WM understands that sustainability is a priority for Northbrook as it is for our company. We noticed that you participate in the Metropolitan Mayors Caucus' EV Readiness Program, which is something we are also preparing for in our operations.

We understand that sustainable waste collection operations are as vital for the Village, as they are for WM, and that electric vehicles (EV) can help you achieve your goals for greenhouse gas (GHG) reduction in your community. WM is excited to help you explore and implement this innovative new technology.

For three decades, WM has pioneered the use of alternative fuels and advanced transportation technologies to reduce GHG emissions in our operations, including our fleet. Since 2010, WM has been the early front-runner and industry leader in pursuing and implementing a comprehensive GHG reduction strategy. Since then, nearly 60% of WM's collection fleet has been transitioned to compressed natural gas (CNG) vehicles, avoiding using millions of gallons of diesel fuel per year, reducing our fleet's GHG emissions by more than 40%, and building North America's largest heavy-duty natural gas fleet. In 2021, 47% of fuel for our collection fleet was from a renewable source. Our investments in renewable natural gas (RNG) facilities will allow WM to fuel our entire natural gas fleet with RNG by 2026.

BENEFITS OF TRANSITIONING FROM DIESEL TO RNG

8,000 gallons of Diesel fuel

60 metric tons of GHG emissions reduced for every diesel-powered truck replaced with RNG

97% reduction in NOx emissions

94% reduction in particulate matter

56% reduction in CO_2e emissions

Companywide, our overarching climate goal is to reduce GHG emissions. Currently, our services avoid three times (3X) more GHG emissions than we generate in our operations. Our 2038 goal calls for avoiding even more—four times (4X) our operating emissions. As part of achieving this goal, WM's goal is to have a fleet of 70% alternative fuel vehicles, of which 100% are fueled with RNG, by 2025/2026. We are also exploring how EVs can help us achieve these ambitious targets and enable our partners, including the Village, to reach their sustainability goals so that we can work together to preserve your community and the earth we all share and love.



WM is piloting this fully integrated electric Class 8 collection truck from Heil and Autocar in Kirkland, WA. The side loader will be the fourth distinct Class 8 EV to be tested across our operations. The new truck has a larger battery and payload than the other electric collection vehicles we are evaluating. We want to see how it performs relative to other Class 8 EVs and our CNG collection vehicles.

While not a new technology, EV use in the waste/recycling industry has recently received increasing attention. Although a few smaller, lighter-weight trucks have been tested, giving the impression of imminent availability, the technical hurdles and costs have resulted in a slower transition than we hoped. Currently, an EV is 1.5 to 2 times the cost of a CNG – about $600,000 to $800,000 – just for the truck not including infrastructure or electricity costs. Infrastructure costs for an EV fleet are generally twice as much as CNG; however, the cost is very dependent on the current capability of the grid. Today, electric fuel costs are approximately three times CNG's, and there are concerns about the grid's reliability. The electricity needed to charge an EV truck to service a route is about 400-500 kWh. A 50-truck fleet would need the daily energy requirement of powering 650 to 850 homes. There are industry concerns that a sizable fleet deployment would significantly impact the grid and that there needs to be more electricity today to support heavy-duty EVs on a large scale. Additionally, the heavier weight of collection trucks and the limitations of the battery capacity have created a challenge to widely deploy this technology throughout our fleet.

We know EVs are the future of transportation, and WM is working on implementing them in our fleet in a smart manner by piloting first and then developing a rollout strategy based on real results to ensure we can fulfill our duty of collecting our customer's waste, recycling, and organics as promised every service day.

One of the challenges that the industry has encountered with collection EV trucks is gross vehicle weights. Our most common Class 8 collection trucks have a gross vehicle weight (GVW) of 66,000 pounds when full, testing the battery technology limits. The weight of our trucks, when full, requires more batteries, adding weight, which limits the amount of material we can collect. We would need more trucks on the road to provide the same level of service. Current data shows that an EV is 70% as efficient as a comparable diesel or CNG truck regarding collection efficiency (i.e., trips to disposal and processing facilities). This limitation, combined with the cost of the trucks to date, has historically impeded the adoption of this technology, especially with the collection price sensitivity of our customers.

However, as battery technology has evolved, the trucks currently being tested appear to be more compatible with our needs. WM has a long history of working with Original Equipment Manufacturers (OEMs) to identify and develop state-of-the-art technology for our fleet, and we are excited to announce that we are piloting fully electric body EV collection vehicles in Kirkland, WA, as highlighted in the photo and caption, Southern California, and New England, with more planned. A priority of WM is to pilot EVs in states that have adopted California's Advanced Clean Fleets (ACF) regulation and require zero-emission vehicles. The criteria we use to deploy align with the capabilities of EVs. Automated side load routes are a good example, as they cover roughly 80 miles and collect approximately two loads while on route each day. The results of our extensive pilots will help guide WM's EV strategy as we advance and give us the information needed to offer a reliable and sustainable solution for our customers. Additionally, we are

considering hybrid vehicles as a bridge to comply with regulations while technologies and grid capacity evolve.

WM has been committed to alternative fuel options for more than 20 years, including RNG, electric vehicles, and other technologies, as we work to reduce our overall emissions, reach our sustainability targets, and help our partners progress in achieving their goals. We are equally committed to developing and deploying EVs as rapidly as the technology and infrastructure allow.

g. Ability and desire to respond professionally and expeditiously to customer services.

WM puts our customers at the center of all we do. Through discussions with customers and intensive research, we understand customers want multiple ways to contact their service providers anytime. We are creating an integrated customer service system, so Northbrook residents can communicate with WM when and how they want. Our innovative customer service offerings are outlined in the next section.

3 | CUSTOMER SERVICE AND MANAGEMENT

a. Describe the approach to interaction with the Village's residents and staff. This includes issue identification and resolution, program education, and proactive communication. This can include use of customer portals, websites, apps, text messaging services, and other innovative educational methods to improve proper disposal of waste.

Customer Service, For Tomorrow®

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we are excited to share that we are building upon our traditional call center and investing in advanced customer service technologies, like Interactive Voice Response, a Callback System, and Live Chat Support.

These technologies are shaping the future of customer service at WM and making our customers' experience even better:

- **Interactive Voice Response (IVR):** Lisa, our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.
- **Callback System:** Lisa's callback functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.
- **Live Chat Support:** Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.

Customer Experience Channels

Our IVR, Callback System, and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com	Gives customers a seamless and intuitive way to discover the services and solutions available in the community.
Knowledge Base Customer Support	Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.
Social Media Platforms	Provides extra convenience and a new way to connect with WM.

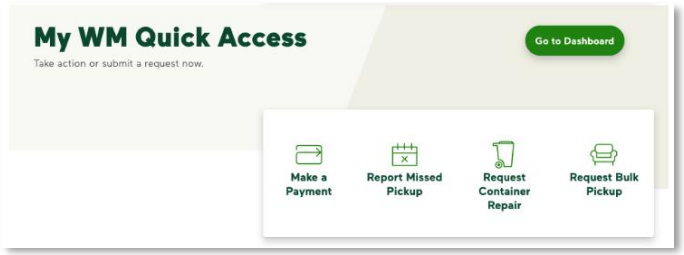
My WM/My WM App	This platform empowers our customers with the tools and technologies for on-demand digital account management and self-service solutions.
Customer Service Center	Provides a comprehensive and dedicated one-on-one assistance to address and resolve issues on first interactions.

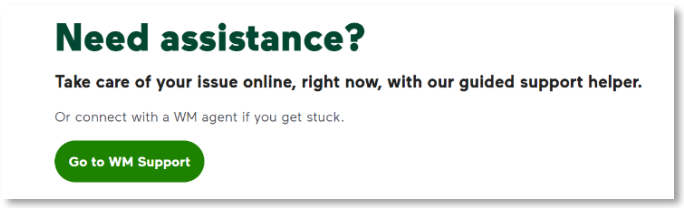
WM Customer Website

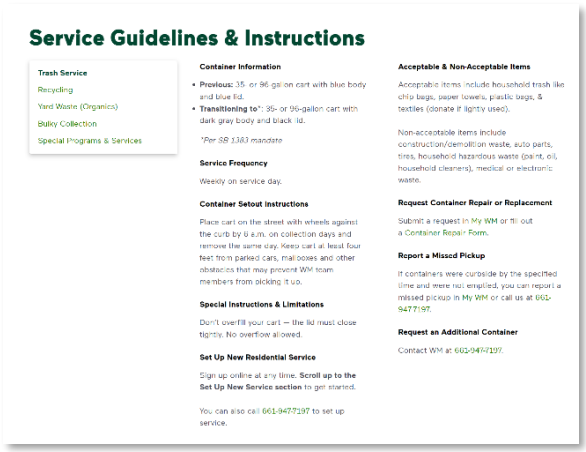
Our dynamic WM customer website, designed to provide residents with a seamless and easy-to-navigate experience, is tailored specifically to your municipality. The website is a single access point for residents to find service information and 24/7 self-serve options.

Your community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences, and more.









Shown here are quick access links to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.

With a WM Customer website, you can:

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.

- **Promote self-serve service:** Your WM customer website is the first line of support, empowering customers to access information and find answers at their convenience.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules to special events to bulk item collection information (if applicable) to any service guidelines.
- **Lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, making it even easier to recycle right and reduce contamination.

Customer Service Center Overview

Customers can contact WM during normal business hours - 8 a.m. to 5 p.m. local time. The Customer Service Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant Chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

Customer Service Center

If a customer inquiry request cannot be resolved through our convenient online options, our **knowledgeable customer service team is ready to assist every step of the way and provide you with the right information you need.**

There When Our Customers Need Us Most

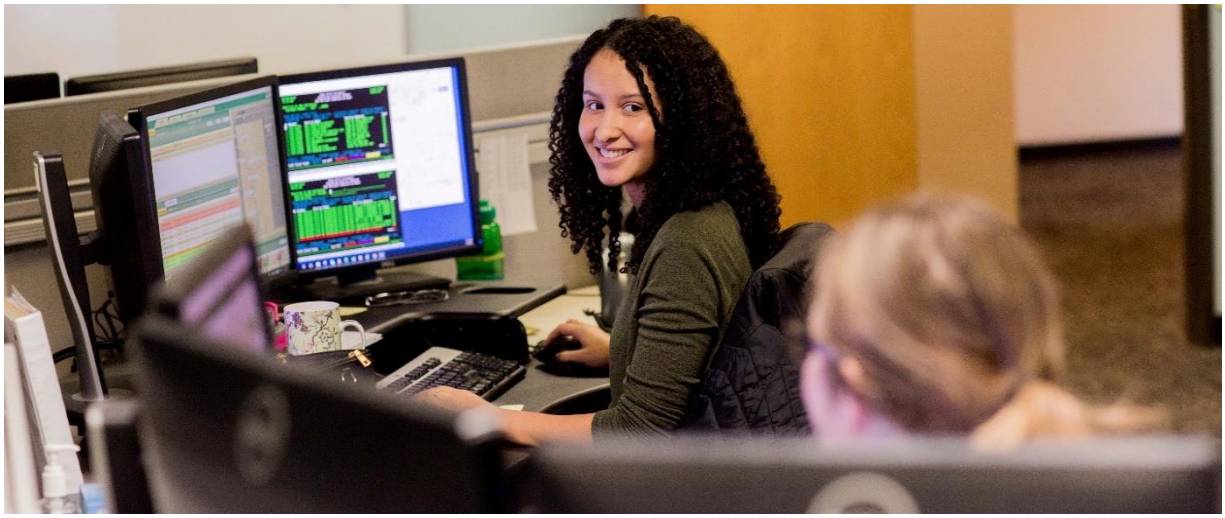
From power outages to natural disasters, our nationwide customer service infrastructure allows us to assist customers with their inquiries or requests and keeps you connected to WM when it matters the most.

Professional, Well-Trained Customer Service Representatives

Our professional, well-trained Customer Service Representatives (CSRs) place our customers at the center of what they do every day. They are empowered to take the right steps and make the best decisions to address and resolve issues on first interactions so there's no need for a follow-up call.

Customer Service Representatives Training

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.



People First: *Our proud, caring, and resilient CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' AI-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.*

Comprehensive Investments in Customer Service Technology

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

Onboard Computer Technology for Constant Contact with Drivers and Vehicles

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status.
- One-touch cart service verification.
- Proactively generating service tickets for cart repair or replacements for customers.
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service needs.

Integrated Knowledge Management Systems

Our proprietary web-based Knowledge Management System (KMS) is a single source of truth for sharing, organizing, and managing contract-specific information with customers, such as available services, rates, and collection schedules.

The KMS is accessible to all our CSRs nationwide, enabling our network of experienced CSRs to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Customer at a Glance (CAAG) KMS incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer

invoice and payment history, WM's integrated billing system, Mid-Atlantic System (MAS), and onboard computing that captures service history and service statuses.

With CAAG, CSRs are also able to manage first-call resolutions for customers regarding:

- Administrative actions (online pay/autopay/paperless invoicing
- Holiday schedules
- Service/pickup schedule
- Bulky/large item collection
- How to Recycle Right
- Sustainability education
- Commercial – extra pickup, service changes
- Service schedule changes
- Weather and natural disasters alerts

How Do We Measure Our Customer's Experience

Net Promoter Score (NPS)

It is important that we measure our customers satisfaction and really understand their residents so we have transitioned to Net Promoter Score (NPS) metric which is considered better than traditional Customer Effort Score (CES) metrics.

NPS is a customer loyalty metric that gauges the likelihood of customers recommending a company to others. It provides valuable insights into customer sentiment and their overall perception of your brand. Here are a few reasons why NPS is considered superior to traditional CES metrics:

Comprehensive Measurement: NPS captures a more holistic view of customer satisfaction by measuring both positive and negative experiences. It considers not only the ease of a customer's interaction (as in CES) but also their emotional connection and willingness to endorse your brand to others.

Predictive Indicator: NPS has proven to be a strong predictor of customer loyalty and business growth. Studies have shown a correlation between high NPS scores and increased customer retention, repeat purchases, and positive word-of-mouth recommendations. It helps identify customers who are likely to become brand advocates and positively impact your business.

Actionable Insights: NPS allows you to take actionable steps to improve customer experience. By categorizing customers into promoters, passives, and detractors, you can identify areas for improvement and develop strategies to convert detractors into promoters. This helps drive meaningful changes and fosters long-term customer loyalty.

Benchmarking: NPS enables you to compare your performance against industry standards and competitors. By understanding where you stand relative to others, you can set realistic goals, track progress, and continuously enhance your customer service efforts.

While CES has its merits in measuring customer effort during specific interactions, NPS provides a broader perspective on overall customer satisfaction and loyalty.

Voice of Our Customers Survey

WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.

The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.

b. Describe the process to transition the Village's new program with minimal disruption to the residents and Village staff. This should include schedules, detailed tasks, and key milestones to meet the September 1, 2024, contract start date.

As your trusted incumbent service provider, there will be no transition if you continue with WM as your partner. There will be no disruption for your residents as our tested and proven customer service tools are already in place, used, and trusted by your community.

c. Describe your vision for the communication model between Village staff and your company. This includes field and administrative communications.

Mike, Chris, and Paul, the Village's Municipal Marketing Manager, District Manager, and Route Manager, will continue to be the primary contact points for Village staff. Your team can reach them on their cell whenever needed. Additionally, Mike will schedule regular check-in meetings with your staff to see what's working well and if there are any opportunities for improvement so that they can be proactively addressed before they become more significant concerns. Our commitment to Northbrook is to be the proactive partner you need for continued service excellence in your waste management program.

d. Describe the metrics that will be collected and reported to the Village related to the services provided.

WM will continue to provide monthly and annual reports for the Village similar to what is pictured below.

Sample Diversion Report*
Northbrook, IL

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVERAGE
Monthly Refuse Tons	700	660	780	840	950	980	910	990	890	880	950	870	867
Monthly Recycling Tons	330	260	300	320	340	350	330	330	320	310	330	340	322
Monthly Yard Waste Tons	10	0	0	100	175	175	175	175	175	175	175	0	111
												Diversion Rate	33%

**Sample diversion report. Numbers are not reflective of actual refuse, recycling, and yard waste tons in Northbrook.*

4 | EMERGENCY COLLECTION SERVICES

a. Localized Emergency Collections. Respondent will, upon request from the Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare.
b. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, the Village may require the Respondent to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("Community-Wide Emergency Collection"). The Village may require the Respondent to place roll-off containers at locations throughout the Village during a Community Wide Emergency Collection. The Village will provide Respondent with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection.

WM will work with the Village to develop an effective Emergency Collection Services program for Northbrook.

5 | ADDITIONAL INFORMATION

a. Provide photos or brochures which depict the wheeled toters that Respondent would offer for use if the Village were to choose an alternative involving the lease or purchase by the Village of Respondent containers and provide information regarding the specifications and features of such containers.

Cascade Carts: Built for Durability, Convenience, and Sustainability

WM will continue to partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for your community when needed. WM has high-quality durable Cascade carts already in place throughout Northbrook. We will continue repair and replace existing carts with Cascade to provide new carts for Northbrook residents when needed

Our longtime partnership with Cascade spans more than 30 years with more than 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to the Village.

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.



WM trash and recycling carts come in a variety of sizes and colors, with yellow lids designating recycling carts.

EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, WM and Cascade Cart Solutions have teamed to create the EcoCart™ - the waste industry's first collection cart manufactured with at least 10% post-consumer plastic resin.

The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards. Additionally, the 96-gallon EcoCart is available in a wide range of colors for your choosing – WM green, black, dark blue, or medium grey.

WM is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, the Village can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.



Cart Sustainability

It only makes sense that the collection carts we provide the Village should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for the Village, we considered the following environmental benefits:

- **Post-Industrial Recycled Content.** Every Cascade cart contains recycled content. Cascade carts incorporate recycled content into their products to reduce reliance on limited natural resources, without affecting durability.
- **End-of-Life Cart Recovery and Recycling**. The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart's useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.
- **Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

Tested and Proven

ISO 9001 CERTIFIED

As the first U.S. waste container producer to be ISO 9001 registered, Cascade takes their commitment to quality manufacturing seriously. They test their carts beyond industry durability standards for performance. Cascade's cart testing procedures include:

- Cold impact test for lids and wheels
- Hot and cold wheel assembly tests
- Double pump cart tests, equivalent to three lifetimes

Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect WM and the Village from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

WM has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty can be found at: http://www.cascadeng.com/terms-warranties.

Cascade Certified as Women's Business Enterprise

WM is happy to include Cascade Engineering, Inc. to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing WM customers and communities with the best, most innovative, and cost-effective solutions.

b. Provide any other information Respondent deems necessary to demonstrate that it understands, and can meet, the Village's expectations as to solid waste collection service.

A Tested, Proven, and Trusted Partner for the Village

WM Fortune World's Most Admired Companies 2019 - 2023 Ranked No. 1 in the Waste Industry in 2023

WM has been recognized by Fortune as one of the World's Most Admired Companies for the fifth consecutive year. This year, WM was ranked No. 1 among our industry peers. Fortune's list of the World's Most Admired Companies includes the best-regarded companies in 52 industries. Companies were ranked based on survey responses from executives, directors and analysts, and the top-rated companies were chosen from a pool of 645 companies in 27 countries.

WM named to Newsweek's 2023 list of America's Greatest Workplaces for Diversity

Newsweek and market data research firm Plant-A Insights named "America's Greatest Workplaces 2023 For Diversity" based on a list of 1,000 companies whose employees say they respect and value diverse people. WM is proud to receive this employee-driven prestigious honor as our commitment to inclusion, equity, and diversity is rooted in our values and woven into our business strategies.



Ethisphere, a global leader in defining and advancing the standards of ethical business practices, recently honored 135 companies that have earned the coveted designation of World's Most Ethical Companies® in 2023. WM is proud to be one of these companies for the 14th consecutive year.

Our commitment to being a "People First" organization and achieving "Success with Integrity" means striving for results in all we do. We hold ourselves to high standards of accountability, honesty, ethics, and compliance standards. Our people are committed to placing our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



Unmatched service network to support the Village: We serve nearly 20 million commercial, industrial, municipal, federal, and residential customers across North America through a vast network of collection, transfer, recycling, and disposal services. WM is making unprecedented investments to grow our recycling and renewable energy businesses by expanding our recycling footprint and building new renewable natural gas (RNG) plants across our landfill network to convert landfill gas to RNG. In addition, WM offers operational resources at a local, regional, and national level. These resources can help you increase recycling, reduce costs, and optimize equipment, all adding up to world-class service delivery for the Village.



Technology focused on the Village: WM is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and our new WM Smart Truck technology is the latest in those continual efforts. Smart Truck documents service data through sensors and onboard cameras to provide real-time service verification of every service stop and location. This state-of-the-art technology gives Mike, your Senior Account Executive, a complete view of your containers at the time of pickup with images that can be shared with the Village. Utilizing this data, we can work collaboratively with your staff to identify opportunities for improvement and develop solutions to maximize service efficiency, improve recycling, and reduce costs.



A commitment to continuous improvement in the Village: Material-handling equipment plays an essential role in efficient recyclables management for the Village. To identify additional synergies and savings in your recycling programs, we will work with your team to make sure that all waste handling equipment is appropriate for the task and performs at optimal levels. Using our industry-leading analytics and innovative WM Smart Truck℠ technology, we will optimize equipment to identify operational improvements that maximize diversion within the existing programs and reduce contamination while maintaining high service levels.



Environmental stewardship for the Village: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the communities and businesses in which we operate. In an industry as highly regulated as ours,

protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to surpass them.

Commitment to near-zero emissions in the Village: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes over 11,000 natural gas vehicles (NGV), the largest heavy-duty natural gas truck fleet of its kind in North America. Our goal is to create a near-zero-emissions fleet fueled almost entirely with natural gas.



Unparalleled recycling and diversion for the Village: As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we have invested in recycling processing infrastructure to the nearly 15 million tons in recyclables we managed in 2022 to the industry's first recycling education program, Recycle Right - WM is committed to creating shared value and long-term recycling solutions that improve sustainability for our customers. View the following for Recycle Right tools and resources, wm.com/recycleright.

RECYCLE RIGHT Learn more about RECYCLE RIGHT

An ethically sound partner for the Village: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. As a result, we have been recognized annually as an ethical leader by many organizations, including the Ethisphere Institute as a "World's Most Ethical Company" in 2023 for the 14th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who care for our customers, communities, shareholders, environment, and each other.

Shared values with the Village: WM has the best people in the industry and a strong corporate culture focused on deep commitments to environmental sustainability, ethics, and the communities we serve.

Leading training and safety programs to keep the Village safe: Our employees undergo comprehensive background checks and drug testing to provide the safest and most secure service for your residences, facilities, and depots. Prior to employment, all driver candidates must possess a valid license and pass a medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings. Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of the training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's safety culture.

6 | AT YOUR DOOR SPECIAL COLLECTION SERVICE

WM's At Your Door Special Collection® service is the best solution for residents to properly manage household hazardous waste, including electronics. As North America's leading environmental solutions company, WM makes it easy for residents to dispose of these items by collecting the materials at their door – safely, easily and responsibly. This solution for home generated special materials (also known as household hazardous waste) includes convenient access to the At Your Door Special Collection® service. This is an easy-to-use service where residents can schedule a collection at any time throughout the year, when it is convenient for them. The At Your Door Special Collection® service features year-round pick up of acceptable materials right from their home.

WM Provides a Customer-Centered Solution - The Resident does not have to leave their home!

Customers can easily reach out to the At Your Door Special Collection® service and schedule a home collection via the web or by phone. Our website, www.wmatyourdoor.com, is accessible 24/7 and our Operations Service Center is available Monday through Friday. Highly trained staff from our Operations Center will process the customer service requests and answer questions. Residents can utilize our website to request service. A service request must include the following information in order to be scheduled - the participant's contact information, address, and an estimated list of the types and quantities of acceptable materials. When the request is scheduled, the participant is provided with a specific date for their home collection.



The At Your Door Special Collection program

WM provides a customer-centered solution for collection of home generated special materials, also referred to as household hazardous waste and electronics. With At Your Door Special Collection, residents do not have to leave their home as they would with a typical collection event – it is on demand, home collection.

A collection kit will be sent to the participant as needed, who is responsible for packaging the materials and placing them out on the designated collection date. The collection kit consists of a plastic bag, tie and an instruction sheet. Collection kits are not required for residents who only have electronics. The instruction sheet provides the specific collection date and directions for how to prepare for the collection appointment. This includes certain packaging requirements and placement of materials on the collection date. Participants collect their items following the appropriate directions. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

On the specific collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home near the front door or garage area, but never on public property, at the curb, street, or alleyway. Participants are not required to be present during the collection. After collection by the Service Technician, eligible materials are transported to our facility where they will be consolidated and shipped to appropriate recycling and processing facilities.

AYD Operations Plan

Every community we operate in is unique, from contract-specified services to local rules and regulations. Therefore, a comprehensive the Village-specific operations plan will be provided prior to the contract start date. Throughout our service term, the Northbrook-specific operations plan will be modified as necessary to comply with changing regulations and/or program procedures.

WM's At Your Door Special Collection® service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials/household hazardous waste residential collection programs that comply with Federal, State and local regulations. This experience is reflected in the thoroughness of our operations plans and allows us to operate safely and efficiently in each community we serve. Our procedures have been reviewed for potential environmental, health and safety implications. This encompasses the compliance requirement for our acceptable and ineligible materials and our in-depth training procedures.

Although an Operations plan is customized for each facility, a WM At Your Door Special Collection® operations plan generally address the following topics:

- Nature, type and quantity of materials collected, including a list of acceptable and excluded material.
- Collection procedures and equipment.
- Planned destination of waste collected including specific third-party processor information and details regarding specific material treatment, recycling and disposal methods.
- Operations staffing and training requirements.
- Methods used to classify and control wastes received both during collection and at our facility.
- Material consolidation and bulking procedures.
- Provisions for inclement weather.
- Record keeping for materials received and shipped for processing or disposal.
- Facility map and evacuation diagram.
- Facility security measures.
- Health and safety procedures.

At Your Door – Recycling Diversion

The goal of WM's At Your Door Special Collection® service is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills. After collection, the materials are brought to our processing facility where they are properly packaged and sent to the appropriate facility for processing.

We aim to select environmentally friendly options as the next step in the lifecycle for these materials. The options for recycling may vary depending upon location but the items that are currently recycled as opposed to disposed include anti-freeze, household batteries, vehicle batteries, latex paint, oil-based paint, compact fluorescent lamps and straight fluorescent tubes, flammable liquids, flammable solids, and consumer electronics.

AYD: Statement of Work

Statement of Work

The following sets forth the description of WMs At Your Door Special Collection® service, which will provide the on-demand year-round residential household hazardous waste collection service for Northbrook residents.

Description of Quality Service

WM's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. WM provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The WM Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by WM personnel.

Customer Service

WM's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-7587 or go to www.wmatyourdoor.com If a resident has a question about a particular item, they are welcome to reach out to the call center or self-service on line. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents.

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service.

Materials

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed

in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Flammable & Combustible Materials

- Kerosene
- Solvents

Sharps

- Needles and lancets. Must be placed in a sealed, rigid container. (qualified/permitted areas only)

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door® program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door® service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

AYD Treatment of Materials

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Qualifications

From our Service Technicians to our Operations Service Center Specialists, all team members participate in WM's in-depth and on-going training process. Service Technicians must complete the 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

WM's At Your Door Special Collection service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

AYD Safety

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, WM has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and WM shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by WM to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, WM's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection® is a service of WM. Collection services will be provided by a properly licensed/permitted subsidiary of WM At Your Door® and At Your Door Special Collection® are marks of WM Intellectual Property Holdings, LLC.

7 | REQUESTED CLARIFICATIONS

WM strives to be transparent in our proposals. We understand it is difficult for the Village when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the agreement. As such, enclosed in this section are requested clarifications to the specifications in the RFP for your review and consideration. We welcome the chance to discuss and negotiate these items.

PDF Page #	Section	Description of Exception
5	Section 2 Anticipated Term Award (1.)	Any contract renewal or extension shall be by mutual agreement of the parties.
6	Section 2 Required Weekly Services (2.)	Single Stream Specifications including language regarding contamination attached.
6	Section 2 Required Weekly Services (3.)	Add definition of Bulk Items. Bulk Items means large household items that do not properly fit in the residential dwelling's cart, or bundled or bagged Solid Waste, that does not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (50) pounds, which are attributed to the normal activities of a single residential dwelling. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances, Bulk Items shall not include Unacceptable Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes generated but excluding Unacceptable Waste. Unacceptable Waste means any electronics (e-waste), waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Respondent pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Respondent's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Respondent's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times. White Goods shall mean household appliances such as air conditioners, refrigerators, humidifiers etc. that has had the freon or refrigerant removed by the resident. White Goods do not include Unacceptable Waste.
7	Section 2 Required Weekly Services (5.)	Definition of Multi-family dwelling to be added. Multi-family dwelling means any premises with five (5) or more dwelling units, where such dwelling units receive centralized Solid Waste Collection Services (and not individualized Cart-based Solid Waste Collection Services).

PDF Page #	Section	Description of Exception
7	Section 2 Seasonal/Special Collections (1.)	Respondent takes exception to unlimited yard waste. Yard Waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to unlimited solid waste and recyclable materials for any two one-week holiday periods each year.
7	Section 2 Seasonal/Special Collections (2.)	Respondent takes exception to the collection of Holiday Trees and Holiday Greenery with ornaments, tinsel, or lights.
8	Section 2 Required Optional Services (5.)	Respondent takes exception to Emergency Collection Services as noted on page 15 of the RFP. WM will work with the Village to establish Emergency Collection Services.
9	Section 2 Containers (4.)	Respondent takes exception to the obligation to repair or replace damaged, lost, or stolen containers which is not caused by Respondent's negligent acts at no cost to resident.
11	Section 4 Fleet (a.)	Respondent takes exception to including a telephone number on Respondent's vehicles.
11	Section 4 Collection Services (a.)	Respondent takes exception to the obligation to collect the day following a major natural event. Revise the 2nd sentence section a. of Collection Services on page 11 of the RFP as follows: "When a holiday occurs during the week, collection may be shifted by one day following the holiday." Additionally, insert a force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.
12	Section 4 Customer Service (b)	Respondent takes exception to resolving all complaints within 24 hours. Replace 24 hours with "by the end of the next business day".
15	Section 5 Emergency Collection Services (b)	Respondent takes exception to the collection of any and all kinds of waste. Respondent may but not be obligated to provide Community-Wide Emergency Collection because Respondent may also be impacted by the emergency. Respondent reserves the right to charge for the services.

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material collected by Respondent may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Respondent's

property, its personnel or the public or materially impair the strength or the durability of Respondent's structures or equipment.

Respondent may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Respondent for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Respondent's operating or profit margin (“Cost”). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Respondent reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer’s Cost.

*Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Respondent.

Household Hazardous Waste Home Collection

COLLECTION DAY AND DATE: _____

ACCEPTABLE ITEMS (EXAMPLES LISTED)

Aerosols
- Air fresheners
- Hair spray
- Spray paint & adhesives
- Oven cleaner
- Bug spray & sunscreen
- WD-40 & spray lubes

Corrosive Acids
- Muriatic Acid
- Drain Cleaner, De-Clog
- CLR

Corrosive Bases
- Deck & Siding Cleaner
- Drano
- Bleach

Gas Cylinders (max size 12”x36”)
- Fire Extinguishers
- Propane
- Helium
- Freon

Fluorescent Lamps and Bulbs
- HID bulbs
- 4’ & 8’ tubes
- CFLs & incandescent

Lighting Ballasts (disconnected)

Adhesives
- Driveway sealer
- Resins & glues
- Grout

Paint Related Materials
- Enamel (combustible paints)
- Oil Based Paints, Stains
- Lead, Urethane, or Chromium Based Paints
- Shellac, Varnish
- Thinners

Flammable Solvents/Oils
- Torch Fuel

Automotive Chemicals
- Motor Oil & Antifreeze
- Brake & Transmission Fluid
- Fuel System Cleaner
- Gas & Diesel
- Used Oil Filters
- Car Wash & Polish

Fertilizers, Weed Killers, Insecticides
- Solids and Liquids

Batteries (no alkaline)
- Lead Acid
- Lithium
- Nickel Based

Pool Chemicals

Mercury Containing Items
- Switches
- Thermometers

ITEMS NOT ACCEPTED

- Alkaline Batteries
- Ammunition
- Appliances
- Asbestos
- Explosive Material / Fireworks
- Medical Waste / Biological / Sharps
- Combined weight over 70 LBS
- Non-Residential Waste
- Acetylene Cylinders
- MAPP Gases
- Scrap & Trash
- Part A/Part B Foam Cylinders
- Cylinders larger than 12”x36”
- Unknown/Unmarked Items
- Latex & Water based Paints
- Pharmaceuticals
- Radioactive Material
- Electronics
- Smoke Detectors
- Tires
- Containers larger than 5-gallon

To **reschedule**, **cance**l or **inquire on your scheduled household hazardous waste home collection,** call or e-mail **CLEAN HARBORS**, who provides this service on behalf of LRS. Cancellations must be received 3 days prior to the scheduled collection.

PHONE | 866-466-5060 **E-MAIL | LRS@CleanHarbors.com**

HOUSEHOLD HAZARDOUS WASTE
HOME COLLECTION SERVICES
BAG INSTRUCTIONS

SEGREGATE BULBS AND BATTERIES

Place batteries and small bulbs in clear plastic bags, separated by type. Do not mix batteries or bulb types.

Fluorescent bulbs, 4' or longer can be placed out using one of the following methods:

Original packaging, long cardboard box

Bubble wrap and taped in the center

Two garbage bags, taped in the center- covering both ends of the bulb

ENSURE LIQUIDS ARE SEALED

Check to ensure caps are tightly sealed on all containers or bottles. Unsealed liquids will not be accepted. If an item is not clearly identifiable write what the material is on the container.

PLACE IN CLEAR PLASTIC LINER

Place items in provided liner. Try to keep the container upright. Use provided zip tie to close bag.

WHERE TO PLACE OUTSIDE ON SCHEDULED COLLECTION DAY

Place bag near top of walkway, front door, or porch area

***No alley pickups**

Items must be staged outside no later than 6AM on the scheduled day of collection.

Do not leave any household hazardous waste materials at box at the curb or near a public walkway

Fluorescent bulbs prepared for collection should be placed laying down and staged away from walking path or vehicle traffic area.

Special Instructions: Do you have special Instructions on where items will be located for the collection crew? (Example; upstairs apartment, Apt.4, side door or south side rear door)

Please send your name, address and phone number with your special instructions regarding the placement of the materials by email to: LRS@cleanharbors.com..

If you don't have email, or need further assistance regarding this collection, please call Clean Harbors at 866-466-5060. Please let the customer service representative know you have special instructions for your upcoming LRS Household Hazardous Waste Home Collection.

*****70 pound weight limit per home/collection. *****

May 14, 2024

Preferred Vendor Selection: Refuse & Recycling Franchise Agreement

Village Board of Trustees

Current Franchise Agreement

Expires August 31, 2024

- **The Village contracts with Waste Management (WM) to provide refuse, recycling, landscape waste, and organics collection for all single-family and some multi-family properties within the Village of Northbrook.**

- **The current six-year contract expires August 31, 2024 with the option for three one-year extensions based on mutual consent, if required.**

Timetable for Successor Agreement



Public Engagement

- National Community Survey
  - October – December 2023
  - Scientific sample of resident opinion
  - 94% rated garbage collection excellent/good
  - 83% rated recycling collection as excellent/good
- Refuse & Recycling Questionnaire
  - Nov./Dec. Print Newsletter
  - E-news
- Talk Around Town
  - May/June Print Newsletter
  - E-news

Public Meetings

- Committee of the Whole
  - September 26, 2023 – Informational/Educational
- Community & Sustainability Committee
  - January 23, 2024 - Policy Direction
  - May 1, 2024 – Policy Direction
  - May 8, 2024 – Preferred Vendor Recommendation & Implementation Discussions
- Village Board of Trustees
  - May 14, 2024 – Preferred Vendor Selection
  - May 28, 2024 – Contract on Regular Agenda

Preferred Vendor Selection

- **At the May 8, 2024 Community & Sustainability Committee meeting Lakeshore Recycling Services was recommended to be the Village's Preferred Vendor**

Next Steps


Community & Sustainability Committee
May 1
Community & Sustainability Committee
May 8
Contract Negotiations
May 14 - 24
Preferred Vendor Selection
May 14
Board Approval of Contract
May 28

Questions?

Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, May 28, 2024

7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES APPROVAL**
   A. May 14, 2024 Regular Board Meeting Minutes for Approval
4. **PUBLIC COMMENT TIME**

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

5. **MANAGER'S REPORT**
   A. Review of Proposed Business License and Registration Fees
   A draft Ordinance to update the Village of Northbrook Annual Fee Ordinance related to business license and registration fees will be presented for review and public comment in advance of being presented at the June 11, 2024 Village Board meeting for adoption.
6. **WARRANT LIST**
   A. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated May 14, 2024
   B. Review and Approval of Payments to be Made for May 1, 2024 - May 15, 2024
7. **PRESIDENT'S REPORT**

Community Moment

A. A Proclamation Recognizing June as LGBTQ+ Pride Month
B. A Proclamation Recognizing June 2 - 8 as National Garden Week
C. A Proclamation Recognizing June 7 as National Gun Violence Awareness Day
D. A Proclamation Recognizing June 9 as Race Amity Day
E. Commission Reappointments
Reappointment of current commissioners to the Board of Fire and Police, Disability Inclusion, Senior Services, Stormwater Management, and

Sustainability Commissions.

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. A Resolution Waiving the Bidding Process and Approving a Sixty-Three Month Lease with Quadient Leasing USA Inc. for Postage Meter and Mail Processing Equipment at a Total Cost Not to Exceed $35,025, and Authorizing Execution of the Lease Agreement

The Village Hall's mail equipment including the postage meter, envelope feeder/sealer into the meter, and folder/envelope inserter is obsolete. The recommended lease option will include a fixed monthly fee of $555.95 which covers the postage meter, feeder/sealer, and folder/inserter equipment.

B. A Resolution Authorizing an Agreement for Asphalt Street Crack Sealing Services with Patriot Pavement Maintenance Inc. of Wheeling, Illinois

The Village of Northbrook utilizes crack sealing services to improve the service life of asphalt roadways.

C. A Resolution Authorizing an Agreement for the Treatment of 48 American Elm Parkway Trees

The Public Works Department treats specimen American Elm trees with trunk diameters of 20 inches or greater with Arbotech® fungicide. 48 specimen parkway American elms have been selected for treatment to prevent Dutch Elm Disease.

D. An Ordinance Providing for the Disposal of Surplus Vehicle

This Ordinance declares Unit #223, a 2008 International dump truck with snow plow, surplus and authorizes its disposal via trade-in.

E. Motion to Approve the Senior Services Commission Recommendation for Crestwood Place Rent Increase, as modified by staff

The Senior Services Commission is tasked with overseeing the operations (in conjunction with the Management Company) and providing recommendations for capital projects, debt issuances, rent increases, and other pertinent matters for Village Board consideration and approval. The proposed modifications impact rent structure over calendar years 2025 and 2026.

F. A Resolution Approving a Five-Year Agreement with MissionSquare Retirement for Internal Revenue Service Code Section 457 Plan Administration, Advisory, and Investment Services

The Village utilizes the services of MissionSquare Retirement (previously ICMA-RC) to provide 457 Plan Retirement Services to employee and retiree plan participants. The current five-year Agreement was executed on August 13, 2019 and will expire on August 13, 2024.

G. Motion to Select a Preferred Vendor for Village Gateway Sign Design, Fabrication, and Installation

Following an RFQ and interview process, staff recommends selecting Right Way Signs as the preferred vendor for designing, fabricating, and installing Village

gateway signs.

H. An Ordinance Amending Chapter 15 of the Northbrook Municipal Code as Amended, Regarding Business Licensing and Registration
As presented to the Village Board at the May 14, 2024 meeting and reviewed at the April 9, 2024 Committee of the Whole, amendments to Chapter 15 of the Municipal Code have been prepared to streamline the business license categories and application/renewal procedures for impacted businesses.

I. Motion to Approve the April 15, 2024 Closed Session Minutes

9. ADMINISTRATION AND FINANCE

A. An Ordinance Providing for the Issuance of Approximately $9,000,000 General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois for the Purpose of Refunding Certain Outstanding Bonds of said Village, Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on said Bonds, Authorizing the Execution of an Escrow Letter Agreement and Authorizing the Sale of said Bonds to the Winning Bidder.
The Village, in conjunction with its financial advisor Speer Financial, Inc., conducted a competitive bond sale for the issuance of G.O. Series 2024 to complete a partial refunding of previously issued G.O. Series 2013A (Village) and 2013B (Library).

Since the Library is a component unit of the Village, the Village must act on its behalf to issue bonds. However, the Library will be responsible to pay the debt service for its share of the 2024 refunding issue which will be determined and calculated by Speer Financial.

10. PLANNING AND ECONOMIC DEVELOPMENT

A. Preliminary Review of a Request for Zoning Relief for a Racquet Sports Facility at 2985 Shermer Road
The Applicant requests a consolidation of parcels, rezoning, special permit, parking variation, and site plan approval for a racquet sports facility. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

11. COMMUNITY AND SUSTAINABILITY

A. A Resolution Approving an Agreement for Residential Solid Waste, Organic Materials, and Recycling Materials Collections with Lakeshore Recycling Systems, LLC
As discussed at the May 14, 2024 Village Board meeting, the Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024. The Resolution presented approves a new five-year franchise agreement with Lakeshore Recycling Services (LRS) with their services to begin September 1, 2024.

12. PUBLIC WORKS AND FACILITIES

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 or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-05-28
Subject: Review of Proposed Business License and Registration Fees

Overview
A draft Ordinance to update the Village of Northbrook Annual Fee Ordinance related to business license and registration fees will be presented for review and public comment in advance of being presented at the June 11, 2024 Village Board meeting for adoption.

Fiscal Impact
N/A.

Recommendation
Presentation only.

Background
As part of the May 28, 2024, Regular Meeting of the Village Board, amendments to Chapter 15 of the Municipal Code are recommended for approval in order to streamline the business license categories and application/renewal procedures for impacted businesses within the community.

This item is to present associated fee changes for licensing and registration for review and public comment. On June 11, 2024, the fees will be presented to the Village Board for adoption.

At the April 9, 2024 Village Board Committee of the Whole, staff presented a framework for updating the Village's Municipal Code related to business licensing in order to reduce and simplify the categorization of licenses and fee structures. As a result of that discussion, tonight's consent agenda includes an ordinance amending the first two articles of Chapter 15. The two new articles essentially replace the Village's old general licensing provisions with a streamlined scheme that applies to both licenses and registrations and identifies general policies and procedures as well as establishes the different classes of licensing and registration and identifies which business are subject to each class.

The recommended ordinance for the license, registration and fee updates proposes:

1.Class 1 General Business License Category for business such as:

1. Food (stores, processing, and restaurants w/ or w/out outdoor dining, w/ or w/out drive thru)
2. Amusement (e.g. bowling, golf, theatre, and vending games of chance)
3. Hotel/Motel
4. Retail
5. Health, Fitness and Spas

Fees would be in two categories based upon gross square footage of business of 2,500 sf or less or 2,501 sf or more.

2.Class 2 Specialized Business License Category for businesses such as:

1. Massage (add home based)
2. Tobacco and Cannabis
3. Retail Sales of Firearms/Federal Firearm License Holders
4. Waste Haulers/Scavenger

3. Mandatory Business Registration Category for businesses such as:

1. Care Facilities (Adult & Child, including in home care)
2. Industrial/manufacturing
3. Solicitors

4. Free/optional Business Registration Category for the following:

1. Office/professional business licensed thru the state
2. Not-for-Profits
3. Educational Institutions
4. Faith Based Institutions
5. Governmental offices/facilities

As further background, on November 17, 2020, the Village Board Committee of the Whole established automation of business processing on the Village website and consideration of business registration rather than licenses as a goal. On April 27, 2021 the Village Board adopted, and recodified the Municipal Code and included Chapter 15 titled Licenses, Permits and Miscellaneous Business Regulations. The Village Board noted additional analysis was needed to streamline and automate the processes associated with this Chapter. On November 30, 2021, the Village Board met as the Committee of the Whole to again review business license requirements and the process remained a priority with the goal for a new process to be in place for the next license cycle.

In February 2023, NIU Graduate students began work on a Capstone project regarding the business license processes and made recommendations to reduce the number of required license categories, revamp the fee structure, and automate/simplify the license process. In May 2023, staff received a report as part of an NIU Department of Public Administration

project on Business Registration and License Process Analysis in Northbrook which noted:

–The current process lacks clarity, consistency, and simplicity…. is not convenient for businesses nor staff to implement and execute, which results in a lack of efficiency and transparency for stakeholders.

–The current process is paper based using minimal technology, and is not structured to be business-friendly and results in a lack of understanding as to why some businesses are licensed.

The current fee structure consists of over 75 different license categories.

- Business licenses are valid January 1 – December 31 and any licenses issued after July 1 is prorated to 50% of the annual fee.
- Liquor license are valid from October 1 - September 30

DRAFT Business License Fee Updates FY25 AFO.xlsx

VILLAGE OF NORTHBROOK

ANNUAL FEE ORDINANCE- FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
Section 5:Schedule of Fees,Charges & Rates	Section 5 - Schedule of Fees, Charges and Rates	
Chapter 15: Licenses, Permits and Misc. Business Regulations	Chapter 15 - Business Licenses and Registration ~~License, Permits and Miscellaneous Business Regulations~~	
Section 15-7 (d) ~~28~~: Business License Fee: (For 1/2 Year)	In the case of licenses issued on an annual basis on or after ~~July~~ October 1 of any year beginning in 2025. (Only for the Balance of the year)	1/2 of the Annual Fee
Section 15- 10 ~~35(c)~~: Business License Renewal	Late Penalty for Annual Business License:	$75.00 ~~65~~
Class 1 Business Licenses		
Section 15-24 (a) Amusements: a Class 1 Business License Fee:	Golf courses, driving ranges and miniature golf courses	$100.00
Section 15-24 (a) Amusements: c, e Class 1 Business License Fee:	Carnivals or circus, public dance	$2,000.00
Section 15-24 (a) Amusements: f Class 1 Business License Fee:	Motion picture theaters	$1,000.00
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,500 gross sf or less	Bowling alleys and bocce courts. Coin operated amusement devises	$75.00
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,501 gross sf or more	Bowling alleys and bocce courts. Coin operated amusement devises	$150.00
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,500 gross sf or less	Dry cleaners, laundries and laundromats. Automobile sales and service establishments.	$75.00
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,501 gross sf or more	Dry cleaners, laundries and laundromats. Automobile sales and service establishments.	$150.00
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,500 gross sf or less	Food establishments, including food service establishments, food processing and food stores	$75.00
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,501 gross sf or more	Food establishments, including food service establishments, food processing and food stores	$150.00
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,500 gross sf or less	Health clubs, spas, sports/athletic training facilities	$75.00
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,501 gross sf or more	Health clubs, spas, sports/athletic training facilities	$150.00
Class 2 Specialized Business Licenses		
Section 15-34 (a) Raffles	Raffles	$30.00

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
Section 15-34 (b) Second Hand Dealers	Second Hand Dealers	$150.00
Section 15-34 (c) Retail sales of tobacco	Retail sales of tobacco	$750.00
Section 15-34 (d) Retail sales of Cannabis	Retail sales of Cannabis	
Section 15-34 (e) Retail sales of Firearms	Retail sales of Firearms	$2,000.00
Section 15-34 (f) Special Events	Special Events	
Section 15-34 (g) Massage establishments	Massage establishments	$50.00
Section 15-34 (i) Mobile Food Trucks/Service Establishments	Mobile Food Trucks/Service Establishments	$200.00
Section 15-34 (i) Scavengers	Scavengers	
Mandetory Business Registration		
Section 15-45 (a) All Industial and Manufacturing	All Industial and Manufacturing	$50.00
Section 15-45 (b) Day care homes	Day care homes	$50.00
Section 15-45 (c) Nursing homes, personal care faciliities - including home based	Nursing homes, personal care faciliities - including home based	$250.00
Section 15-45 (d) Solicitors	Solicitors	$50.00
~~Section 15-57(a):~~ ~~Misc. Amusement Devices~~	~~Miscellaneous Amusement License Fee (Per Day)~~	~~$30.00~~
	~~Miscellaneous Amusement License Fee (Per Year)~~	~~$325.00~~
~~Section 15-71:~~ ~~Bowling, Bocce Alley~~	~~Bowling Alley and Bocce Court License Fee: (Per Lane)~~	~~$25.00~~
~~Section 15-86:~~ ~~Carnival or Circuses~~	~~Carnival or Circus License Fees:~~	~~$165.00~~

VILLAGE OF NORTHBROOK

ANNUAL FEE ORDINANCE- FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
~~Section 15-102(a): Amusement Device~~	~~Coin Operated Amusement Devices Fee: (Per Machine) (Maximum of 10)~~	~~$40.00~~
~~Section 15-116 : Public Dance~~	~~Public Dance License Fee: (Per Event)~~	~~$40.00~~
	~~Public Dance License Fee: (Per Year)~~	~~$400.00~~
~~Public Golf Course, Driving Range or Miniature Golf Course: Section 15-131:~~	~~Public Golf Course, Driving Range or Miniature Golf Course License Fee:~~	
~~Public Golf Course, Driving Range or Miniature Golf Course: Section 15-131:~~	~~Nine Holes of Golf License Fee:~~	~~$50.00~~
~~Public Golf Course, Driving Range or Miniature Golf Course: Section 15-131:~~	~~Driving Range License Fee:~~	~~$200.00~~
~~Public Golf Course, Driving Range or Miniature Golf Course: Section 15-131:~~	~~Miniature Golf License Fee:~~	~~$200.00~~
~~Section 15-146: Theater~~	~~Motion Picture or Theatrical License Fee (Per Seat)~~	~~$0.60~~
~~Section 15-146: Theater~~	~~When of Transient Nature (Per Day)~~	~~$10.00~~
~~Section 15-161: Billiard Tables~~	~~Pool, Billiard, or Other Similar Gaming Table License Fees (Per Gaming Table)~~	~~$30.00~~
~~Section 15-181: Banks~~	~~Bank (Chartered Banks and Currency Exchange exempt)~~	~~$90.00~~
~~Section 15-207: General Broker~~	~~General Broker License Fee: 1 - 10 Employees~~	~~$55.00~~
	~~General Broker License Fee: 11 - 20 Employees~~	~~$110.00~~
	~~General Broker License Fee: Over 20 (per employee)~~	~~$5.50~~
~~Section 15-247: Dry Cleaning Plant~~	~~Dry Cleaning Plant License Fee:~~	~~$130.00~~
~~Section 15-262(b): Automatic Dry Cleaning~~	~~Automatic Dry Cleaning Installation Fee:~~	~~$50.00~~
~~Section 15-262(b): Automatic Dry Cleaning~~	~~Automatic Dry Cleaning License Fee: (Per Machine)~~	~~$50.00~~
~~Section 15-282: Dry Cleaning and Laundry Outlet~~	~~Dry Cleaning & Laundry Outlet License Fee:~~	~~$70.00~~
~~Section 15-297:~~	~~Laundry License Fee:~~	~~$145.00~~
~~Section 15-317: Self Service, Coin Operated~~	~~Self Service, Coin Operated Laundry Establishment License Fee:~~	~~$175.00~~

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
~~Section 15-352: Hotel or Motel~~	~~Hotel or Motel License Fee:~~	~~$50.00/ plus $2.00/per unit~~
~~Section 15-372: Spa, Health Club, Physical Recreational Facility~~	~~Health Club and Physical Recreational Facility License Fee:~~	~~$90.00~~
~~Section 15-372: Spa, Health Club, Physical Recreational Facility~~	~~Health Club and Physical Recreational Facility with Spa License Fee:~~	~~$140.00~~
~~Section 15-372: Spa, Health Club, Physical Recreational Facility~~	~~Spa License Fee (for Spas that are independent of Health Club and Physical Recreational Facilities)~~	~~$90.00~~
~~Section 15-391: Building Material or Lumber Yard~~	~~Building Material Yard or Lumberyard License Fee:~~	~~$125.00~~
~~Section 15-412: Machine Shop or Foundry~~	~~Machine Shop or Foundry License Fee:~~	~~$105.00~~
~~Section 15-447: Filling Station~~	~~Filling Station License Fee: For the First Three Pumps Dispensing Gasoline, Petroleum or And Similar Combustible or Explosive Product~~	~~$75.00~~
~~Section 15-447: Filling Station~~	~~Filling Station License Fee: For Each Additional Pump Dispensing Gasoline, Petroleum or And Similar Combustible or Explosive Product~~	~~$20.00~~
~~Section 15-462: Motor Vehicle Repair Shop~~	~~Motor Vehicle Repair Shop and Service Bay License Fee:~~	~~$175.00~~
~~Section 15-477: Motor Vehicle Sales Establishments~~	~~Motor Vehicle Sales Establishment License Fee:~~	~~$175.00~~
~~Section 15-491(b): Nursing Homes~~	~~Nursing or Shelter Care Home or Home for the Aged License Fee:~~	~~$275.00~~
~~Section 15-521: Raffles - Class A~~	~~Raffles License Fee: Class A Raffle - (Per Raffle)~~	~~$30.00~~
~~Section 15-521: Raffles - Class B~~	~~Raffles License Fee: Class B Raffle (No Fee Required)~~	~~$0.00~~
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: 5,000 Gross Square Feet or Less~~	~~$80.00~~
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: 5,001 - 10,000 Gross Square Feet~~	~~$100.00~~
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: 10,001 - 20, 000 Gross Square Feet~~	~~$135.00~~
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: 20,001 - 40,000 Gross Square Feet~~	~~$240.00~~
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: 40,001 - 80,000 Gross Square Feet~~	~~$410.00~~

VILLAGE OF NORTHBROOK

ANNUAL FEE ORDINANCE- FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
~~Section 15-542: Retail Sales Establishments~~	~~Retail Sales Establishment License Fee: Over 80,001 Gross Square Feet~~	~~$.0055 per sq. feet~~
~~Section 15-562: Retail Service Establishments~~	~~Retail Service Establishments License Fee:~~	~~$75.00~~
~~Section 15-626: Secondhand Dealer~~	~~Secondhand Dealer Business License Fee:~~	~~$60.00~~
~~Section 15-660(c): Tobacco Products~~	~~License for Sale of Tobacco Products Fee:~~	~~$500.00~~
~~Section 15-824(a): Commercial Solicitation~~	~~Application fee for Commercial Solicitation Permit: Business Organizations~~	~~$30.00~~
~~Section 15-824(a): Commercial Solicitation~~	~~Application fee for Commercial Solicitation Permit: For each solicitor~~	~~$15.00~~
Section 15-872: Sale of Category III Firearms & Ammunition	Licenses Required for the Sale of Category III Firearms and Ammunition: Maximum Number of Licenses	0 License
Section 15-873: Firearms Annual License Fee	Category y III Firearms and Ammunition Annual License Fee	$2,000.00
Section 15-877: Firearms License Term	License Term: January - December	One Calendar Year Term
Section 15-897: Fine Upon Conviction	Category y III Firearms and Ammunition Fine upon Conviction	Not Less Than $500.00
Section15-922: Fraudulent Sales	Fraudulent Sales License Fee: (Per Initial license or Renewal)	$75.00
	Fraudulent Sales License Fee: (30 Day Extension)	No Charge
~~Section 15-943(a): Child Day Care Home Permit Fee~~	~~Child Day Care Home Registration Permit Fee:~~	~~$50.00~~
~~Section 15-943(b): Child Day Care Home Permit Fee~~	~~Child Care Homes: Police Department Fingerprinting Fee or Each Person to be Fingerprinted in Connection with Permit Application (Additional fees charged by the Illinois State Police will be required)~~	~~$25.00~~
Section 15-963: Massage Establishments	Massage Establishment Application License/Yearly Fee	$50.00
Section 15-964 (d): Massage Establishments	Massage Establishment: Police Department Fingerprinting Fee for each person to be fingerprinted in connection with permit application. (Additional fees charged by the Illinois State Police will be required)	$25.00
Section 15-964 (k): Investigation Fees	Costs Associated with any investigation or Criminal Background Check of an Applicant or any Employee:	Fees, as dictated by the Outside Agency

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
Section 15-975: Massage Establishments	Massage Establishments: Violation; penalty	Not less than $200.00 nor more than $500.00 for the first offense and not less than $300.00 for the second offense, and not less than $500 nor more than $1,000.00 for any subsequent offense.
~~ARTICLE XXIX: Food~~	~~DIVISION 1. IN GENERAL~~ ~~Food~~	
~~Section 15-1036:~~ ~~Food Permit Fees~~	~~Food Permit Fees:~~ ~~(Unless specified - Rates noted are annual)~~	
~~Section 15-1036:~~ ~~Food Service Establishments~~	~~Food Service Establishments seating fifty (50) or fewer persons:~~	~~$140.00~~
~~Section 15-1036:~~ ~~Food Service Establishments~~	~~Food Service Establishments seating more than fifty (50), but not more than 100 persons:~~	~~$235.00~~
~~Section 15-1036:~~ ~~Food Service Establishments~~	~~Food Service Establishments seating more than 100 persons:~~	~~$350.00~~
~~Section 15-1036:~~ ~~Food Service Establishments~~	~~Food Service Establishments which serves for direct consumption off the premises~~	~~$140.00~~
~~Section 15-1036:~~ ~~Mobile Food Service Establishment (MFSE)~~	~~Mobile Food Service Establishment License Fee: (Per Vehicle)~~ ~~Risk Type 1~~	~~$70.00~~
~~Section 15-1036:~~ ~~Mobile Food Service Establishment (MFSE)~~	~~Mobile Food Service Establishment License Fee: (Per Vehicle)~~ ~~Risk Type 2~~	~~$140.00~~
~~Section 15-1036:~~ ~~Mobile Food Service Establishment (MFSE)~~	~~Mobile Food Service Establishment License Fee: (Per Vehicle)~~ ~~Risk Type 3~~	~~$210.00~~
~~Section 15-1036:~~ ~~Food Delivery Vehicles~~	~~Food Delivery Vehicles including residential route delivery but excluding vehicles delivering to a licensed food service or otherwise licensed under this Chapter. (Per Vehicle)~~	~~$60.00~~
~~Section 15-1036:~~ ~~Temporary Food Service~~	~~Temporary Food Service Establishment License Fee: (Per Event)~~	~~$25.00~~
~~Section 15-1036:~~ ~~Milk & Ice Storage Devices~~	~~Independently located milk and ice storage devices located upon the premises not licensed as a retail food store or food service establishment. (Per Device)~~	~~$37.50~~
~~Section 15-1036:~~ ~~Food Service Operations for Not For Profit Organizations~~	~~Food Service Operations conduced for the purpose of raising funds to support the activities of a not-for-profit organization: 50% of the applicable fee indicated above:~~	~~Not to Exceed $70.00~~
~~Section 15-1036:~~ ~~Retail Food Store~~	~~Food Store less than 1,000 gross square feet:~~	~~$130.00~~
~~Section 15-1036:~~ ~~Retail Food Store~~	~~Food Store 1,001 - 2,000 gross square feet:~~	~~$155.00~~

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
~~Section 15-1036: Retail Food Store~~	~~Food Store 2,001 - 4,000 gross square feet:~~	~~$220.00~~
~~Section 15-1036: Retail Food Store~~	~~Food Store 4,001 - 8,000 gross square feet:~~	~~$355.00~~
~~Section 15-1036: Retail Food Store~~	~~Food Store 8,001 - 16,000 gross square feet:~~	~~$430.00~~
~~Section 15-1036: Retail Food Store~~	~~Food Store in excess of 16,000 gross square feet: (per square foot)~~	~~.045 cents~~
~~Section 15-1036: Food Processing Establishment~~	~~Food Processing Establishment Fee: less than 10,000 gross square feet:~~	~~$145.00~~
~~Section 15-1036: Food Processing Establishment~~	~~Food Processing Establishment Fee: 10,001-20,000 gross square feet:~~	~~$245.00~~
~~Section 15-1036: Food Processing Establishment~~	~~Food Processing Establishment Fee: 20,001-40,000 gross square feet:~~	~~$350.00~~
~~Section 15-1036: Food Processing Establishment~~	~~Food Processing Establishment Fee: 40,001-80,000 gross square feet:~~	~~$460.00~~
~~Section 15-1036: Food Processing Establishment~~	~~Food Processing Establishment Fee: 80,000 gross sq. feet & more: (per square Foot)~~	~~.0055 cents~~
~~Section 15-1036: Vending Machines~~	~~Food Vending Machines License Fee: (Per Machine) (Includes vending company operated machines and all leased machines)~~	~~$20.00~~
~~Section 15-1036: Drive Through~~	~~Food Establishments that include a Drive-Through Facility and/or a Drive Through Window:~~	~~$500.00~~
Section 15-1044 (a)(5): Outdoor Seating Areas	Outdoor Seating Areas accessory to Food Service Establishment: License Application Fee:	$50.00
Section 15-1044(b): Outdoor Seating Areas	Renewal License Application Fee:	$0.00
Section 15-1047(b):	License Fee for Outdoor Seating License Agreement	$230/annually

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 14, 2024 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 5/28/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306085	DLA PIPER LLP (US)	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	442.00
306086	ROBERT CLAUSS	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	896.50
306087	YOUR DOG'S GURU INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	143.50
306088	UNIVERSITY OF CHICAGO MEDICINE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,690.83
306089	WESTWOOD FINANCIAL CORP	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	3,179.00
306090	JARED TAYLOR	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	364.00
		CLASS 'A' TOTAL	**6,715.83**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 1, 2024 - MAY 15, 2024
FOR 5/28/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306091	3CMA	MEMBERSHIP - GG	400.00
306129	911 TECH INC	ANNUAL SUBSCRIPTION - PD	5,242.00
306112	ACE NORTHBROOK HARDWARE & RENTAL	PUBLIC EDUCATION - FD	204.22
306161	ADAM WORTHINGTON	REIMBURSEMENT - PD	615.42
6589(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
306162	ALAN SMITH	TUITION REIMBURSEMENT - PD	2,301.66
306163	ALEXANDER GIARMIDIS	REIMBURSEMENT - PD	188.39
18(E)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE PAYMENTS - FIN	1,623,939.38
306164	AMANDA BURKE	REIMBURSEMENT - PD	100.54
306165	AMANDA JAEGERS	REIMBURSEMENT - PD	615.42
306158	AMANDA WRANN	REIMBURSEMENT - PD	188.39
306166	AMARIS LACOUR	REIMBURSEMENT - PD	188.39
6584(A)	AMAZON.COM SERVICES, INC	SUPPLIES - FD/FIN/PD	1,363.94
306167	AMELIA HOST	REIMBURSEMENT - PD	100.54
6586(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG/FIN	3,758.77
306168	ANDREW CISZEK	REIMBURSEMENT - PD	239.37
306152	ANGELA BAIOCCHI	REIMBURSEMENT - PD	615.42
306169	ANGELIKA MCGEE	REIMBURSEMENT - PD	14.62
306170	ANGELO WELLS	REIMBURSEMENT - PD	188.39
306171	ANGIE BAIOCCHI	TUITION REIMBURSEMENT - PD	2,731.15
306172	ANTHONY MASCOLO	REIMBURSEMENT - PD	188.39
306118	ASSOCIATION OF POLICE SOCIAL SERVICES	MEMBERSHIP - PD	200.00
306139	AUDIO VISUAL ONE LLC	EQUIPMENT - GG	4,525.00
306092	AVOCATION SOFTWARE/ EAC SUBMISSIONS	SUPPLIES - FD	609.90
306126	AXON ENTERPRISE, INC	EQUIPMENT - PD (*)	50,400.00
306093	BERGER EXCAVATING CONTRACTORS, INC	WATER MAIN & ROADWAY IMPR - PW (*)	1,271,847.26
306094	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	1,184.08
306173	BRAD GUTWILLIG	REIMBURSEMENT - PD	615.42
306174	BRADLEY MICHAELS	REIMBURSEMENT - PD	188.39
306175	BRADON PRATE	REIMBURSEMENT - PD	188.39
306229	BRANDON COLLAZO	TUITION REIMBURSEMENT - FD	7,756.00
306176	BRENDAN CAIN	REIMBURSEMENT - PD	615.42
306177	BRETT KIM	REIMBURSEMENT - PD	188.39
306230	BRIAN COLLAZO	TUITION REIMBURSEMENT - FD	2,335.00
306178	BRIAN LAARVELD	REIMBURSEMENT - PD	100.54
306179	BRIAN RILEY	REIMBURSEMENT - PD	100.54
306180	BRYAN MEENTS	REIMBURSEMENT - PD	206.78
6570(A)	BS&A SOFTWARE	PROFESSIONAL SERVICES - IT (*)	21,600.00
306153	CAITLIN MCKENZIE	REIMBURSEMENT - PD	627.48
306115	CASH	PETTY CASH - PD	944.49
306134	CATCH INC	CONTRIBUTION - GG (*)	2,625.00
306181	CHRISTIAN MAYSONET	REIMBURSEMENT - PD	188.39
306182	CHRISTOPHER LACINA	REIMBURSEMENT - PD	796.28
6582(A)	CIVICPLUS, INC	ANNUAL SUBSCRIPTION - IT	5,649.65
306095	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	2,040.00
6588(A)	CLARK HILL PLC	LEGAL SERVICES - GG	5,090.00
306096	COMCAST CABLE	CABLE/INTERNET - PD	125.88
306097	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - PW/DPS	885.00
306098	COSTAR REALTY INFORMATION INC	PROFESSIONAL SERVICES - DPS	1,036.35
306142	DACRA TECH LLC	ANNUAL SUBSCRIPTION - IT	2,500.00
306183	DENISE JASSO	REIMBURSEMENT - PD	339.02
306154	DONALD ANDERSON	REIMBURSEMENT - PD	188.39

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 1, 2024 - MAY 15, 2024
FOR 5/28/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306159	DONALD WEINREIS	REIMBURSEMENT - PD	100.54
306184	DORIS OTERO	REIMBURSEMENT - PD	96.74
306144	DPM AUTO PROS LLC	MAINTENANCE - PD	475.00
6585(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	42,431.50
306185	ERIC GUSTASON	REIMBURSEMENT - PD	220.01
306099	FAMILY SERVICE CENTER	CONTRIBUTION - GG (*)	25,000.00
306100	FIRE INVESTIGATORS STRIKE FORCE	SEMINARS - FD	150.00
6583(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,451.50
6573(A)	GALLS, LLC	UNIFORMS - PD	1,127.30
306101	GBN GRAD NIGHT	CONTRIBUTION - GG (*)	1,500.00
306128	GOGOVAPPS	ANNUAL SUBSCRIPTION - IT	14,064.00
306143	GORDON FLESCH COMPANY INC.	PRINTING - IT	5.29
306146	GOV'T MGMT INFO SCIENCE USERS GRP	MEMBERSHIP - IT	350.00
6574(A)	GRAINGER	SUPPLIES - FD	761.02
306141	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	1,525.00
306135	HUNGER RESOURCE NETWORK	CONTRIBUTION - GG (*)	5,000.00
306102	ILLINOIS FIRE INSPECTORS ASSOC	MEMBERSHIPS - FD	100.00
306186	ILONA MYKHNYCH	REIMBURSEMENT - PD	188.39
306103	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	PROFESSIONAL SERVICES - PD	4,559.00
306104	J.G. UNIFORMS, INC.	UNIFORMS - PD	144.55
306187	JAKE PAWLICKI	REIMBURSEMENT - PD	615.42
306188	JAMES DAVIDSON	REIMBURSEMENT - PD	188.39
306189	JAMES FRIEL	REIMBURSEMENT - PD	188.39
306190	JAMES PLEPEL	REIMBURSEMENT - PD	188.39
306191	JARROD DEITRICH	REIMBURSEMENT - PD	188.39
306192	JASON STEINER	REIMBURSEMENT - PD	188.39
306155	JEFF ZIEBKA	REIMBURSEMENT - PD	788.34
306193	JESSICA MOSS	REIMBURSEMENT - PD	290.90
306194	JESSICA SIEGHART	REIMBURSEMENT - PD	100.54
306195	JOHN SEILER	REIMBURSEMENT - PD	615.42
306196	JOHNNY CANTU	REIMBURSEMENT - PD	188.39
306197	JON GARCIA	REIMBURSEMENT - PD	188.39
306039	JONATHAN MENDEL	REIMBURSEMENT - DPS	99.43
306198	JONATHAN SALMI	REIMBURSEMENT - PD	615.42
306127	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	95.61
306105	JOSSELYN CENTER	CONTRIBUTION - GG (*)	137,500.00
306148	JUNK YARD DOG EXTRICATION TRAINING	TRAINING - FD	485.00
306199	KYLE PILMER	REIMBURSEMENT - PD	615.42
306106	LEADS-ON-LINE LLC	ANNUAL SUBSCRIPTION - PD	5,866.00
306107	LEXIPOL, LLC	ANNUAL SUBSCRIPTION - IT/PD (*)	44,032.88
6575(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - FD/PD/GG	986.18
306150	MADELINE FARRELL	FLAMINGO FRIDAY - GG	538.24
306108	MARCELLO'S NORTHBROOK	RECOGNITION - PD	1,800.00
306200	MARINO CANTU	REIMBURSEMENT - PD	188.39
306201	MATTHEW JOHNSON	REIMBURSEMENT - PD	188.39
306156	MATTHEW KOMIN	REIMBURSEMENT - PD	188.39
306202	MATTHEW PLACEK	REIMBURSEMENT - PD	615.42
306203	MAUREEN CHRISTAKIS	REIMBURSEMENT - PD	100.54
6587(A)	MERCHANTS' CREDIT GUIDE CO.	COLLECTIONS - FIN	180.80
6590(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG	11,340.00
6591(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG	5,544.00
306204	MICHAEL MARECI	REIMBURSEMENT - PD	100.54

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 1, 2024 - MAY 15, 2024
FOR 5/28/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306205	MICHAEL OVER	REIMBURSEMENT - PD	188.39
306206	MICHAEL TADLEY	REIMBURSEMENT - PD	341.06
306207	MICHAEL TRACY	REIMBURSEMENT - PD	121.02
306232	MOTIVATED LEARNING SERVICES	WATER/SEWER REFUND - FIN	137.10
6577(A)	MOTOROLA SOLUTIONS, INC	ANNUAL SUBSCRIPTION - PD (*)	41,532.67
306208	NEBOJSA DJURDJEVIC	REIMBURSEMENT - PD	188.39
306209	NICHOLAS WHITE	REIMBURSEMENT - PD	188.39
306210	NICHOLE OCHAB	REIMBURSEMENT - PD	188.39
306231	NORA TANAKA	WATER/SEWER REFUND - FIN	17.70
306109	NORTAF	ANNUAL MEMBERSHIP - PD	6,600.00
306113	NORTH EAST MULTI-REGIONAL TRAINING	ANNUAL MEMBERSHIP - PD	6,470.00
306136	NORTH SHORE SENIOR CENTER	CONTRIBUTION - GG (*)	7,500.00
306131	NORTH SUBURBAN LEGAL AID CLINIC	CONTRIBUTION - GG (*)	10,000.00
306137	NORTHBROOK BANK AND TRUST	DEBT SERVICE PAYMENT - FIN	10,509.75
6578(A)	NORTHBROOK CHAMBER OF COMMERCE	CONTRIBUTION - FIN (*)	60,402.00
306110	NORTHBROOK HISTORICAL SOCIETY	CONTRIBUTION - GG (*)	25,000.00
306111	NORTHBROOK POSTMASTER	POSTAGE REPLENISHMENT - FIN/GG	7,030.00
6579(A)	NORTHBROOK PUBLIC LIBRARY	TOWNSHIP LUNCH - GG	100.00
306114	NORTHWEST MUNICIPAL CONFERENCE	MEMBERSHIPS - GG	17,963.22
306145	ONCE UPON A DELI	CANTEEN - PD	59.25
306211	PANAGIOTA CALIENDO	REIMBURSEMENT - PD	188.39
6580(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	20,250.27
306116	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
306130	RICKMAN CONTRACT SERVICES, INC	PROFESSIONAL SERVICES - FIN	6,900.00
306212	ROBERT BUJAK	REIMBURSEMENT - PD	188.39
306151	ROBERT ISRAEL	REIMBURSEMENT - GG	583.70
306228	RYAN MARSHALL	REIMBURSEMENT - PD	100.54
6581(A)	RYDIN	VEHICLE STICKERS/TAGS - FIN	4,083.32
306149	SADHU SINGH RIKHIRAJ	PERMIT REFUND - PD	20.00
306213	SARAH SCHMALEN	REIMBURSEMENT - PD	100.54
306214	SCOTT LUBIAK	REIMBURSEMENT - PD	188.39
306215	SCOTT PLEPEL	REIMBURSEMENT - PD	188.39
306160	SEAN BARRY	REIMBURSEMENT - PD	188.39
306216	SEAN KINCAID	REIMBURSEMENT - PD	188.39
306217	SHARI NIVASCH	REIMBURSEMENT - PD	66.73
306125	STATE GRAPHICS	PRINTING - GG	8,353.00
306218	STEPHAN POZNIAK	REIMBURSEMENT - PD	188.39
306219	STEPHEN SEMASKO	REIMBURSEMENT - PD	188.39
306117	STERICYCLE INC.	SUBSCRIPTION - PD	1,117.44
306119	SUNSET FOOD MART, INC	CANTEEN - GG/FD	805.89
306220	TERESA DREWES	REIMBURSEMENT - PD	188.39
306157	TERRENCE JORIA	REIMBURSEMENT - PD	188.39
6576(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
306140	THAI CULTURAL AND FINE ARTS INST.	CULTURAL FAIR - GG	200.00
306120	THIRD MILLENNIUM ASSOCIATES, INC	ANNUAL MAINTENANCE - FIN	2,869.53
306221	THOMAS HOFFMAN	REIMBURSEMENT - PD	188.39
306121	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	1,992.00
306222	TIMOTHY THOMA	REIMBURSEMENT - PD	188.39
306223	TODD FEINGOLD	REIMBURSEMENT - PD	188.39
306133	TOTAL LINK2 COMMUNITY	CONTRIBUTION - GG (*)	15,000.00
306122	TOTAL PARKING SOLUTIONS, INC	MAINTENANCE - PW (*)	3,036.00
306224	TRACY OLALDE	REIMBURSEMENT - PD	100.54

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 1, 2024 - MAY 15, 2024
FOR 5/28/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306147	UKRAINIAN NATL WOMEN'S LEAGUE BR29	CULTURAL FAIR - GG	600.00
306132	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	20.00
6572(A)	UNITED STATES POSTAL SERVICE	POSTAGE REPLENISHMENT- FIN	15,000.00
306138	UNMANNED VEHICLE TECHNOLOGY, LLC	DRONE - PD	17,900.00
306123	UPCYCLE PRODUCTS INC	RAIN BARRELS - DPS	2,300.00
306225	VINCENT BONSONTO	REIMBURSEMENT - PD	188.39
306226	WADE MCCLELLAN	REIMBURSEMENT - PD	188.39
306227	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	188.39
6571(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	134.99
306124	YOUTH SERVICES	CONTRIBUTION - GG (*)	157,237.00
		CLASS 'A' TOTAL	**3,872,021.34**

VILLAGE OF NORTHBROOK

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
17(E)	IPBC	HEALTH INSURANCE - GG	587,176.16
306082	NORTHBROOK POSTMASTER	POSTAGE/METER CARDS - FIN	1,000.00
5/15/24	PAYROLL	5/15/2024 PAYROLL	1,082,475.42
306080	SERVPRO OF LIBERTYVILLE	PROFESSIONAL SERVICES - FIN	8,246.49
306081	US POSTMASTER	POSTAGE/VEHICLE STICKERS - FIN	8,585.57
		CLASS 'B' TOTAL	**1,687,483.64**
		REPORT TOTAL	***5,559,504.98***

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WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 1, 2024 - MAY 15, 2024
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
18(E)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE PAYMENTS - FIN	1,623,939.38
306093	BERGER EXCAVATING CONTRACTORS, INC	WATER MAIN & ROADWAY IMPR - PW (*)	1,271,847.26
306124	YOUTH SERVICES	CONTRIBUTION - GG (*)	157,237.00
306105	JOSSELYN CENTER	CONTRIBUTION - GG (*)	137,500.00
6578(A)	NORTHBROOK CHAMBER OF COMMERCE	CONTRIBUTION - FIN (*)	60,402.00
306116	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
306126	AXON ENTERPRISE, INC	EQUIPMENT - PD (*)	50,400.00
306107	LEXIPOL, LLC	ANNUAL SUBSCRIPTION - IT/PD (*)	44,032.88
6585(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	42,431.50
6577(A)	MOTOROLA SOLUTIONS, INC	ANNUAL SUBSCRIPTION - PD (*)	41,532.67
306099	FAMILY SERVICE CENTER	CONTRIBUTION - GG (*)	25,000.00
306110	NORTHBROOK HISTORICAL SOCIETY	CONTRIBUTION - GG (*)	25,000.00
6570(A)	BS&A SOFTWARE	PROFESSIONAL SERVICES - IT (*)	21,600.00
6580(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	20,250.27
306114	NORTHWEST MUNICIPAL CONFERENCE	MEMBERSHIPS - GG	17,963.22
306138	UNMANNED VEHICLE TECHNOLOGY, LLC	DRONE - PD	17,900.00
6589(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
306133	TOTAL LINK2 COMMUNITY	CONTRIBUTION - GG (*)	15,000.00
6572(A)	UNITED STATES POSTAL SERVICE	POSTAGE REPLENISHMENT- FIN	15,000.00
306128	GOGOVAPPS	ANNUAL SUBSCRIPTION - IT	14,064.00
6590(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG	11,340.00
306137	NORTHBROOK BANK AND TRUST	DEBT SERVICE PAYMENT - FIN	10,509.75
306131	NORTH SUBURBAN LEGAL AID CLINIC	CONTRIBUTION - GG (*)	10,000.00
306125	STATE GRAPHICS	PRINTING - GG	8,353.00
306229	BRANDON COLLAZO	TUITION REIMBURSEMENT - FD	7,756.00
306136	NORTH SHORE SENIOR CENTER	CONTRIBUTION - GG (*)	7,500.00
306111	NORTHBROOK POSTMASTER	POSTAGE REPLENISHMENT - FIN/GG	7,030.00
306130	RICKMAN CONTRACT SERVICES, INC	PROFESSIONAL SERVICES - FIN	6,900.00
306109	NORTAF	ANNUAL MEMBERSHIP - PD	6,600.00
306113	NORTH EAST MULTI-REGIONAL TRAINING	ANNUAL MEMBERSHIP - PD	6,470.00
306106	LEADS-ON-LINE LLC	ANNUAL SUBSCRIPTION - PD	5,866.00
6582(A)	CIVICPLUS, INC	ANNUAL SUBSCRIPTION - IT	5,649.65
6591(A)	MGT OF AMERICA CONSULTING, LLC	PROFESSIONAL SERVICES - GG	5,544.00
306129	911 TECH INC	ANNUAL SUBSCRIPTION - PD	5,242.00
6588(A)	CLARK HILL PLC	LEGAL SERVICES - GG	5,090.00
306135	HUNGER RESOURCE NETWORK	CONTRIBUTION - GG (*)	5,000.00
306103	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	PROFESSIONAL SERVICES - PD	4,559.00
306139	AUDIO VISUAL ONE LLC	EQUIPMENT - GG	4,525.00
6581(A)	RYDIN	VEHICLE STICKERS/TAGS - FIN	4,083.32
6586(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG/FIN	3,758.77
6583(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,451.50
306122	TOTAL PARKING SOLUTIONS, INC	MAINTENANCE - PW (*)	3,036.00
306120	THIRD MILLENNIUM ASSOCIATES, INC	ANNUAL MAINTENANCE - FIN	2,869.53
306171	ANGIE BAIOCCHI	TUITION REIMBURSEMENT - PD	2,731.15
306134	CATCH INC	CONTRIBUTION - GG (*)	2,625.00
306142	DACRA TECH LLC	ANNUAL SUBSCRIPTION - IT	2,500.00
306230	BRIAN COLLAZO	TUITION REIMBURSEMENT - FD	2,335.00
306162	ALAN SMITH	TUITION REIMBURSEMENT - PD	2,301.66
306123	UPCYCLE PRODUCTS INC	RAIN BARRELS - DPS	2,300.00
306095	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	2,040.00
306121	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	1,992.00
306108	MARCELLO'S NORTHBROOK	RECOGNITION - PD	1,800.00

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6576(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
306141	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	1,525.00
306101	GBN GRAD NIGHT	CONTRIBUTION - GG (*)	1,500.00
6584(A)	AMAZON.COM SERVICES, INC	SUPPLIES - FD/FIN/PD	1,363.94
306094	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	1,184.08
6573(A)	GALLS, LLC	UNIFORMS - PD	1,127.30
306117	STERICYCLE INC.	SUBSCRIPTION - PD	1,117.44
306098	COSTAR REALTY INFORMATION INC	PROFESSIONAL SERVICES - DPS	1,036.35
6575(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - FD/PD/GG	986.18
306115	CASH	PETTY CASH - PD	944.49
306097	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - PW/DPS	885.00
306119	SUNSET FOOD MART, INC	CANTEEN - GG/FD	805.89
306182	CHRISTOPHER LACINA	REIMBURSEMENT - PD	796.28
306155	JEFF ZIEBKA	REIMBURSEMENT - PD	788.34
6574(A)	GRAINGER	SUPPLIES - FD	761.02
306153	CAITLIN MCKENZIE	REIMBURSEMENT - PD	627.48
306152	ANGELA BAIOCCHI	REIMBURSEMENT - PD	615.42
306161	ADAM WORTHINGTON	REIMBURSEMENT - PD	615.42
306165	AMANDA JAEGERS	REIMBURSEMENT - PD	615.42
306173	BRAD GUTWILLIG	REIMBURSEMENT - PD	615.42
306176	BRENDAN CAIN	REIMBURSEMENT - PD	615.42
306187	JAKE PAWLICKI	REIMBURSEMENT - PD	615.42
306195	JOHN SEILER	REIMBURSEMENT - PD	615.42
306198	JONATHAN SALMI	REIMBURSEMENT - PD	615.42
306199	KYLE PILMER	REIMBURSEMENT - PD	615.42
306202	MATTHEW PLACEK	REIMBURSEMENT - PD	615.42
306092	AVOCATION SOFTWARE/ EAC SUBMISSIONS	SUPPLIES - FD	609.90
306147	UKRAINIAN NATL WOMEN'S LEAGUE BR29	CULTURAL FAIR - GG	600.00
306151	ROBERT ISRAEL	REIMBURSEMENT - GG	583.70
306150	MADELINE FARRELL	FLAMINGO FRIDAY - GG	538.24
306148	JUNK YARD DOG EXTRICATION TRAINING	TRAINING - FD	485.00
306144	DPM AUTO PROS LLC	MAINTENANCE - PD	475.00
306091	3CMA	MEMBERSHIP - GG	400.00
306146	GOV'T MGMT INFO SCIENCE USERS GRP	MEMBERSHIP - IT	350.00
306206	MICHAEL TADLEY	REIMBURSEMENT - PD	341.06
306183	DENISE JASSO	REIMBURSEMENT - PD	339.02
306193	JESSICA MOSS	REIMBURSEMENT - PD	290.90
306168	ANDREW CISZEK	REIMBURSEMENT - PD	239.37
306185	ERIC GUSTASON	REIMBURSEMENT - PD	220.01
306180	BRYAN MEENTS	REIMBURSEMENT - PD	206.78
306112	ACE NORTHBROOK HARDWARE & RENTAL	PUBLIC EDUCATION - FD	204.22
306118	ASSOCIATION OF POLICE SOCIAL SERVICES	MEMBERSHIP - PD	200.00
306140	THAI CULTURAL AND FINE ARTS INST.	CULTURAL FAIR - GG	200.00
306154	DONALD ANDERSON	REIMBURSEMENT - PD	188.39
306156	MATTHEW KOMIN	REIMBURSEMENT - PD	188.39
306157	TERRENCE JORIA	REIMBURSEMENT - PD	188.39
306158	AMANDA WRANN	REIMBURSEMENT - PD	188.39
306160	SEAN BARRY	REIMBURSEMENT - PD	188.39
306163	ALEXANDER GIARMIDIS	REIMBURSEMENT - PD	188.39
306166	AMARIS LACOUR	REIMBURSEMENT - PD	188.39
306170	ANGELO WELLS	REIMBURSEMENT - PD	188.39
306172	ANTHONY MASCOLO	REIMBURSEMENT - PD	188.39

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WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306174	BRADLEY MICHAELS	REIMBURSEMENT - PD	188.39
306175	BRADON PRATE	REIMBURSEMENT - PD	188.39
306177	BRETT KIM	REIMBURSEMENT - PD	188.39
306181	CHRISTIAN MAYSONET	REIMBURSEMENT - PD	188.39
306186	ILONA MYKHNYCH	REIMBURSEMENT - PD	188.39
306188	JAMES DAVIDSON	REIMBURSEMENT - PD	188.39
306189	JAMES FRIEL	REIMBURSEMENT - PD	188.39
306190	JAMES PLEPEL	REIMBURSEMENT - PD	188.39
306191	JARROD DEITRICH	REIMBURSEMENT - PD	188.39
306192	JASON STEINER	REIMBURSEMENT - PD	188.39
306196	JOHNNY CANTU	REIMBURSEMENT - PD	188.39
306197	JON GARCIA	REIMBURSEMENT - PD	188.39
306200	MARINO CANTU	REIMBURSEMENT - PD	188.39
306201	MATTHEW JOHNSON	REIMBURSEMENT - PD	188.39
306205	MICHAEL OVER	REIMBURSEMENT - PD	188.39
306208	NEBOJSA DJURDJEVIC	REIMBURSEMENT - PD	188.39
306209	NICHOLAS WHITE	REIMBURSEMENT - PD	188.39
306210	NICHOLE OCHAB	REIMBURSEMENT - PD	188.39
306211	PANAGIOTA CALIENDO	REIMBURSEMENT - PD	188.39
306212	ROBERT BUJAK	REIMBURSEMENT - PD	188.39
306214	SCOTT LUBIAK	REIMBURSEMENT - PD	188.39
306215	SCOTT PLEPEL	REIMBURSEMENT - PD	188.39
306216	SEAN KINCAID	REIMBURSEMENT - PD	188.39
306218	STEPHAN POZNIAK	REIMBURSEMENT - PD	188.39
306219	STEPHEN SEMASKO	REIMBURSEMENT - PD	188.39
306220	TERESA DREWES	REIMBURSEMENT - PD	188.39
306221	THOMAS HOFFMAN	REIMBURSEMENT - PD	188.39
306222	TIMOTHY THOMA	REIMBURSEMENT - PD	188.39
306223	TODD FEINGOLD	REIMBURSEMENT - PD	188.39
306225	VINCENT BONSONTO	REIMBURSEMENT - PD	188.39
306226	WADE MCCLELLAN	REIMBURSEMENT - PD	188.39
306227	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	188.39
6587(A)	MERCHANTS' CREDIT GUIDE CO.	COLLECTIONS - FIN	180.80
306100	FIRE INVESTIGATORS STRIKE FORCE	SEMINARS - FD	150.00
306104	J.G. UNIFORMS, INC.	UNIFORMS - PD	144.55
306232	MOTIVATED LEARNING SERVICES	WATER/SEWER REFUND - FIN	137.10
6571(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	134.99
306096	COMCAST CABLE	CABLE/INTERNET - PD	125.88
306207	MICHAEL TRACY	REIMBURSEMENT - PD	121.02
306159	DONALD WEINREIS	REIMBURSEMENT - PD	100.54
306164	AMANDA BURKE	REIMBURSEMENT - PD	100.54
306167	AMELIA HOST	REIMBURSEMENT - PD	100.54
306178	BRIAN LAARVELD	REIMBURSEMENT - PD	100.54
306179	BRIAN RILEY	REIMBURSEMENT - PD	100.54
306194	JESSICA SIEGHART	REIMBURSEMENT - PD	100.54
306203	MAUREEN CHRISTAKIS	REIMBURSEMENT - PD	100.54
306204	MICHAEL MARECI	REIMBURSEMENT - PD	100.54
306213	SARAH SCHMALEN	REIMBURSEMENT - PD	100.54
306224	TRACY OLALDE	REIMBURSEMENT - PD	100.54
306228	RYAN MARSHALL	REIMBURSEMENT - PD	100.54
306102	ILLINOIS FIRE INSPECTORS ASSOC	MEMBERSHIPS - FD	100.00
6579(A)	NORTHBROOK PUBLIC LIBRARY	TOWNSHIP LUNCH - GG	100.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306039	JONATHAN MENDEL	REIMBURSEMENT - DPS	99.43
306184	DORIS OTERO	REIMBURSEMENT - PD	96.74
306127	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	95.61
306217	SHARI NIVASCH	REIMBURSEMENT - PD	66.73
306145	ONCE UPON A DELI	CANTEEN - PD	59.25
306132	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	20.00
306149	SADHU SINGH RIKHIRAJ	PERMIT REFUND - PD	20.00
306231	NORA TANAKA	WATER/SEWER REFUND - FIN	17.70
306169	ANGELIKA MCGEE	REIMBURSEMENT - PD	14.62
306143	GORDON FLESCH COMPANY INC.	PRINTING - IT	5.29
		CLASS 'A' TOTAL	**3,872,021.34**

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GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
5/15/24	PAYROLL	5/15/2024 PAYROLL	1,082,475.42
17(E)	IPBC	HEALTH INSURANCE - GG	587,176.16
306081	US POSTMASTER	POSTAGE/VEHICLE STICKERS - FIN	8,585.57
306080	SERVPRO OF LIBERTYVILLE	PROFESSIONAL SERVICES - FIN	8,246.49
306082	NORTHBROOK POSTMASTER	POSTAGE/METER CARDS - FIN	1,000.00
		CLASS 'B' TOTAL	**1,687,483.64**
		REPORT TOTAL	***5,559,504.98***

PROCLAMATION
RECOGNIZING THE MONTH OF JUNE AS LGBTQ+ PRIDE MONTH

WHEREAS, The Village of Northbrook cherishes the value and dignity of each person and appreciates the importance of equality and freedom. All are welcome in the Village of Northbrook to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors;

WHEREAS, The Village of Northbrook denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles;

WHEREAS, Pride month began in June 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional;

WHEREAS, The Village of Northbrook appreciates the cultural, civic, and economic contributions of the LGBTQ+ community, which strengthens our social welfare. It is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders. Despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love;

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the month of June 2024, as

LGBTQ+ PRIDE MONTH

in the Village of Northbrook and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

GIVEN, under my hand and seal of the Village of Northbrook, this 28th day of May 2024.

_____

Kathryn L. Cielsa, Village President

ATTEST:

_____

A.C. Buehler III, Village Clerk

PROCLAMATION
RECOGNIZING JUNE 2 – 8
AS NATIONAL GARDEN WEEK

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

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

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

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

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the week of June 2 – 8 2024, as

NATIONAL GARDEN WEEK

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

GIVEN, under my hand and seal of the Village of Northbrook, this 28th day of May 2024.

_____

Kathryn L. Cielsa, Village President

ATTEST:

_____

A.C. Buehler III, Village Clerk

PROCLAMATION
RECOGNIZING JUNE 7
AS NATIONAL GUN VIOLENCE AWARENESS DAY

WHEREAS, National Gun Violence Awareness Day in the Village of Northbrook is to honor and remember all victims and survivors of gun violence and to declare that we, as a community, must do more to reduce gun violence;

WHEREAS, Every day 100 Americans are killed by gun violence, and countless others are wounded;

WHEREAS, June 2024 would have marked the 27th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later;

WHEREAS, To help honor Hadiya – and the 100 Americans whose lives are cut short and the countless others who are wounded by gun violence every day – June 7, 2024, has been designated as the 10th National Gun Violence Awareness Day;

WHEREAS, The idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to protect themselves and others, and orange is a color that the gun safety movement has embraced because it symbolizes the value of human life;

WHEREAS, by wearing orange on June 7 – 9 and commemorating National Gun Violence Awareness Day, Americans will raise awareness about gun violence and honor the lives lost by gun violence.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim Friday, June 7, 2024, as

NATIONAL GUN VIOLENCE AWARENESS DAY

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

GIVEN, under my hand and seal of the Village of Northbrook, this 28th day of May 2024.

_____

Kathryn L. Cielsa, Village President

ATTEST:

_____

A.C. Buehler III, Village Clerk

PROCLAMATION
RECOGNIZING JUNE 9
AS RACE AMITY DAY

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

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

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

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim Sunday, June 9, 2024, as

RACE AMITY DAY

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

GIVEN, under my hand and seal of the Village of Northbrook, this 28th day of May 2024.

_____

Kathryn L. Cielsa, Village President

ATTEST:

_____

A.C. Buehler III, Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village President Ciesla
Date: 2024-05-28
Subject: Commission Reappointments

Overview
Reappointment of current commissioners to the Board of Fire and Police, Disability Inclusion, Senior Services, Stormwater Management, and Sustainability Commissions.

Fiscal Impact
N/A.

Recommendation
Approval.

Background
On the Board of Fire and Police Commission, Steven Baerson will be reappointed with a three year term expiring April 30, 2027

On the Disability Inclusion Commission, Catherine Brandell and Susan Mack will be reappointed with three year terms expiring April 30, 2027.

On the Senior Services Commission, Michael Lefkow, Robert Caldwell, and Sandra Whitmore will be reappointed with three year terms expiring April 30, 2027.

On the Stormwater Management Commission, Greg Hoeft, Leonard Rago, Mike Reynolds, and Peter Rosner will be reappointed with four year terms expiring April 30, 2028.

On the Sustainability Commission, Sandra Dold and Sandra Weiss will be reappointed with three year terms expiring April 30, 2027.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2024-05-28
Subject: A Resolution Waiving the Bidding Process and Approving a Sixty-Three Month Lease with Quadient Leasing USA Inc. for Postage Meter and Mail Processing Equipment at a Total Cost Not to Exceed $35,025, and Authorizing Execution of the Lease Agreement

Overview
The Village Hall's mail equipment including the postage meter, envelope feeder/sealer into the meter, and folder/envelope inserter is obsolete. The recommended lease option will include a fixed monthly fee of $555.95 which covers the postage meter, feeder/sealer, and folder/inserter equipment.

Fiscal Impact
Total financial impact over the 63 month lease will be $35,520 (this includes a $150 set up fee and pre-ordering 500 envelopes required for certified letters costing $345 ($.69/envelope)).

Annual financial impact (12 months) will be $6,672 ($555.95*12).

The expense will be charged to 11-1300-558-00. Adequate funding is available in the Finance operating budget, however, a reclassification budget amendment will be needed from the Finance Furniture/Fixture/Equipment account 11-1300-705-00 to the Finance Equipment Rental account 11-1300-558-00 to cover the FY25 lease expense.

Recommendation
Approval.

Background
The equipment located in the Village Hall mail room consists of three components: 1) postage meter; 2) envelope feeder/sealer into the meter; and 3) folder/envelope inserter equipment. The current postage meter is considered obsolete and well past its useful life. In addition, the postage meter is not IMI (Intelligent Mail Indicia) compliant with USPS standards. The existing obsolete meter is leased and costs $543/year (postal customers are not allowed to purchase or own meters). The Village owns the envelope auto feeder/sealer (purchased in 2017) for which we pay an annual maintenance fee of $667. The folder/inserter equipment is also owned by the Village and is approximately eleven years old. This piece of equipment is well past its useful life and an annual maintenance agreement is no longer offered. Therefore, each time the folder/inserter requires service or repairs the bill can be several hundred

dollars.

It is requested that this be considered a sole source purchase and to permit staff to waive the bidding process. Included with this agenda item is documentation to justify the sole source lease.

The pricing provided by Quadient is through a cooperative purchasing agreement utilizing Sourcewell which competitively solicits and locks in low pricing for governmental and educational organizations on a nationwide scale.

The options provided to the village include either the Model IX7 or Model IX5 for the mail feeder equipment to be paired with folder/inserter equipment model DS64i. The Model IX7 has a faster auto feeder than the IX5 but, for the Village's needs, the IX5 will be more than adequate. For informational purposes only, the difference in the monthly lease cost between the IX7 and the IX5 is $73, or $4,600 over the life of the lease.

In addition, there is a lease vs purchase option. The upfront combined purchase price for the recommended Model IX5 and DS64i would be $15,397. However, with the purchase option, the Village would also be required to pay a combined monthly maintenance and rental (for the postage meter) fee of $230 per month, equating to $14,490 over the sixty-three months. Therefore, under this purchase option, the cost would be $29,887, of which, $15,397 would be required upfront with the balance (for the meter lease and equipment maintenance plan) spread over sixty-three months.

The second option is more straightforward and for the same equipment referenced under option 1, the lease option would be a fixed $555.95 per month over sixty-three months, for a total cost of $35,025. Under both options, the Village would be required to pay an additional set-up fee of $150 to Postal Source as well as $345 for a quantity of 500 certified mail envelopes.

Therefore, the two choices are the purchase/maintenance option for a total cost of $29,887 of which, $15,397 must be paid upfront, or a sixty-three month all-inclusive lease at $555.95 per month which would total $35,025 over the life of the lease. It is the recommendation of staff to proceed with the lease option which evenly spreads the cost over the life of the lease and does not require any upfront cost.

A Resolution Waiving the Bidding Process and Approving a Sixty-Three Month Lease with Quadient Leasing USA Inc. for Postage Meter and Mail Processing Equipment at a Total Cost Not to Exceed $35,025, and Authorizing Execution of the Lease Agreement
Exhibit A - Quadient Lease Agreement.pdf
Exhibit B - Postal Source Cover Letter.pdf
Exhibit C - Postal Source Proposal.pdf
Exhibit D - Set up and Envelope Supply Fee.pdf
Exhibit E - Memo re Quadient Lease.pdf

Resolution 2024-

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

A Resolution Waiving the Bidding Process and Approving a Sixty-Three Month Lease with Quadient Leasing USA Inc. for Postage Meter and Mail Processing Equipment at a Total Cost Not to Exceed $35,025, and Authorizing Execution of the Lease Agreement

is hereby adopted as follows:

Section 1. RECITALS,

The Village currently has antiquated postage meter and mail processing equipment and the existing meter is not IMI (Intelligent Mail Indicia) compliant with USPS standards. It is thus in the best interest of the Village to enter into a new lease agreement to obtain new modern meter/mail equipment which is in full compliance with USPS standards and regulations.

Village staff recommends entering into a sixty-three month Lease Agreement ("***Agreement***") for postage meter and related mail processing equipment ("***Equipment***") with Quadient Leasing USA Inc. ("***Vendor***") at a total cost not to exceed $35,025. The pricing provided by Vendor is through a cooperative purchasing agreement utilizing Sourcewell which competitively solicits and locks in low pricing for governmental and educational organizations on a nationwide scale. This can be considered a sole source purchase and the Village's bid process waived for the Agreement.

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

Section 2. WAIVER OF BIDDING.

The requirement that the competitive sealed bids be solicited for the Equipment, is hereby, waived.

Section 3. APPROVAL OF LEASE AGREEMENT.

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

Section 4. AUTHORIZATION TO EXECUTE LEASE AGREEMENT.

The Village Manager is hereby authorized and directed to execute on behalf of the Village said Agreement with Quadient Leasing USA Inc.

Section 5. AUTHORIZATION OF EXPENDITURE.

A monthly lease payment in the amount of $555.95 resulting in a not-to-exceed amount of $35,025 over the term of the Agreement is approved.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

quadient Leasing

Lease – Sourcewell Purchase Order

Government Entity Name		
Village of Northbrook		
Address 1225 Cedar Lane		City, St., Zip Northbrook ,IL. 60062
Phone Number 847-664-4037		Fax Number
Sourcewell Contract # **011322-QDT**	Sourcewell Membership # 40582	

To:

Quadient Leasing USA, Inc.
478 Wheelers Farms Rd.
Milford, CT 06461
1-800-881-6245

Ship To:

Recipient Name Lisa Frainey	Company Name Village of Northbrook
Address 1225 Cedar Lane	City, St., Zip Northbrook, IL. 60062
Phone Number 847-664-4037	

P.O Number/Date	Requistioner	Shipped VIA	F.O.B. Point	Terms
				63 months

Qty	Unit	Description	Unit Price	Total
1	IX5AF	IX5 mailing system auto feed with sealer and catch tray	$555.95/mo.	$1667.85/QTR
1	IXWP5	5# scale for mailing system Includes meter rental and apps		
1	DS64I-INT2SE	Two station folder inserter Includes maintenance on all syste		
		Leasing Term: ❑ 12 mo. ❑ 24 mo. ❑ 36 mo. ❑ 48 mo. ❑ 60 mo. ☑ 63 mo. Billing Frequency: ❑ Monthly ☑ Quarterly		

Subtotal	$1667.85/qQTR
$100 Document Fee for all Leases	INCL
Total	1667.85/QTR

1. Order is governed under the terms and conditions of the Sourcewell (formerly NJPA) Contract 011322-QDT Enter this order in accordance with the prices, terms, delivery and specifications listed above.

2. Payments will be sent to:
   Quadient Leasing USA, Inc.
   Dept. 3682
   PO Box 123682
   Dallas, TX 75312-3682
   Federal ID Number 94-2984524

3. Send all correspondence to:
   Quadient Leasing USA, Inc.
   478 Wheelers Farms Rd.
   Milford, CT 06461
   Phone: 203-301-3400
   Fax: 203-301-2600

Authorized By
Date
Print Name and Title

May 3rd. 2024

Village of Northbrook
1225 Cedar Lane
Northbrook IL. 60062
Attn: Steve Drazner

RE: Mailing System and Inserter Acquisition

Dear Steve,

As a follow-up to our conversation regarding the Village of Northbrook leasing your new equipment for a five-year term. The majority of our clients use this term for many reasons:

- Equipment's average life span is 5 years. A 63- month lease gets you a lower lease rate factor, locks in your meter rental, rate change and your maintenance, for the entire term of the lease.
- You receive one bill not three which accounting appreciates.
- Postal Source gives you unlimited training for the life of the system under our maintenance agreement. No one else offers this. We feel it is in the best interests of our clients and gives peace of mind if you have to train new staff. ***REMINDER: This is NO extra cost to you.***

By choosing to procure goods & services off a government contract such as NASPO, Sourcewell or GSA, you can be assured you are getting the absolute best bid from any of the vendors listed as suppliers on that contract. In order to be listed as a supplier, vendors are required to go through a year-long, incredibly vigorous bidding process already. Therefore, the fact that you are choosing to procure through one of those contract vehicles, waives your need to bid those services again.

The pricing and subsequent contracts are public record and published for everyone to access. The terms & conditions are established in advance and no supplier is allowed to deviate from them whatsoever. Doing an RFP and knowing you can procure off these contracts is considered redundant and a waste of time for both Procurement Staff and Vendor Sales Staff, which is why so many of our non-profit, government and educational market clients choose to invoke them.

Working with our Vendor, Quadient, your systems are fully compliant with the new USPS IMI regulation which is explained in our proposal. Our competition only has the lite version which will expire in 2027 and then you will have to get all new equipment again.

I know you are a current account of ours, but it is always nice to have reassurance you made the right choice.
Here are a few of our clients that switched to us and are extremely happy. I can give you contact information if you want to speak with them. We also have numerous government entities and schools.

McHenry County
The Art Institute of Chicago
The Art Museum of Chicago
Chicago Dental Society
American Academy of Art
Village of Richton Park
Village of Wilmette
Village of Glenview
City of Rolling Meadows
Village of Elmwood Park

Sincerely,

Kimberly Tully
Sr. Business Dev. Manager

Mail Processing Solution

Village of Northbrook

1225 Cedar Lane
Northbrook IL. 60062
847-664-4037

Prepared by:

Kimberly Tully MDC
Sr. Business Development Manager
563-543-2730 **ktully@postalsource.com**
April 30th, 2024
May 1st. 2024 ver. 2.0

Confidential
Pricing valid thru May 2024

Postal Source Difference:

- Postal Source prides itself on providing **unparalleled customer service** and support. We understand the responsibility that comes with being a true business partner and strive to conduct our business with that perspective in mind.

- Upon notification that a new client is making an acquisition, an internal planning meeting is established to ensure successful on-boarding of that client and their new solution by the assigned **Project Manager**.
    - Support and service personnel are assigned who will be working with the account.
    - The Support Team will be briefed on the following:
        - Which systems the client procured
            - Installation plan/agenda
            - Installation and training timelines
            - Customer overview to better understand the client's specific needs, applications, culture and project objectives.
            - SLA requirements and parameters

- Postal Source is committed to '***old-fashioned***' support.
    - We believe in the power of relationships
    - We believe in routine face-to-face meetings to ensure client satisfaction
    - We believe everyone deserves and prefers to speak to a LIVE person
    - We commit to respond to emails and voicemails the same day.
    - We stand behind our products.
    - We promise to provide correct invoices

- Postal Source understands **postal regulations** and works with its clients to relay relevant info surrounding rules, regulations and/or rate changes that may affect our clients.

- We live and work in the **local** community and our reputation is paramount.
    - We are a local, Illinois-based business.
    - We are Woman-Owned.
    - We give back and invest in the local communities.
    - We believe in being good stewards of the resources entrusted to us and strive to provide sustainable solutions.

- Postal Source has also **grown** and **expanded its scope** of solutions and services to customers. At its inception, Postal Source provided primarily mailing systems, but over time, we have come to provide enterprise-level solutions which manage every single communication flowing through a particular organization. In addition, we have assisted clients with comprehensive planning and acquisitions such as setting up an in-plant Print & Mail production facility or analyzing business workflow designs or staffing/FTE projections.

- Postal Source is proud to say it has worked with a multitude of clients from a wide array of vertical markets. We assist clients as large as the Federal Government to State and Local Municipalities, Utility providers, Educational Institutions, Non-Profits, Print Service Providers, Hospitals and Financial Institutions. To be able to compete and stay up to date with cutting edge technology, Postal Source is committed to industry education and certifications. In addition, we **regularly attend and are involved** in industry trade shows such as NPF, MailCom, NACUMS, PCC's, MSMA, UMMA, etc.

- Postal Source differentiates itself because at our core, we are a true '**SOLUTIONS PROVIDER'**, not a direct manufacturer's representative or a company selling mailing equipment as a side-line business. Mailing solutions are our core business and will always be our core focus. We work hard from the point of initial acquisition to life-cycle completion to ensure our clients feel they have a business partner they can trust-not just a vendor to create more headaches.

- In the end, it may be considered old-fashioned, but ***we believe in treating our customers the way we'd like to be treated***. We believe it's important to answer your call with a friendly, familiar voice rather than an 'auto-attendant' or logging your concerns on a webpage. Things like 'partnership, trust, and accountability' define our core principles and thus those are the standards that govern the relationships we maintain with our family of clients.

Much more than Mail

- **Business Systems Division:**
  - Sales, service & support of mailing systems
  - Shipping systems (local or enterprise-wide)
  - Tracking & Receiving solutions
  - Folder-inserters
  - Openers & extractors
  - Mail sortation systems
  - Desktop addressing & Ink-jetting
  - Envelope printers
  - Tabbing & stamp affixing systems
  - Shredders
  - Postal discounting software
  - Workflow management software
  - CCM software
  - Envelope procurement
  - Accountable mail solutions (proof of delivery options)
  - Remittance mail auditing or management (BRM/CRM)
- **Integrated Solutions Division:**
  - Digital Mail Delivery solutions tailor for enterprise accounts
  - Development of customized and highly integrated enterprise-wide solutions to facilitate the design, development and distribution of business critical documents through multiple communication channels.
  - Business Requirements / Use Case Studies
  - Proof of Concept
  - Customized web applications/ Data Integrity & Data Analysis Projects
  - Cost Benefits Analysis
- **Business Analytics Division**
  - Postal education & training for organizations and associations
  - On-going retainer services for postal support
  - Workflow Design, Process Improvement, Disaster Recovery Planning, Business Continuity/Overflow Planning, FTE Projections, Best Practice Development.
  - Sourcing/Production Analysis: In-house vs. Outsourced vs. Managed Services
  - Lean Process Analysis, Gap Analysis
  - BSA (Business Solutions Analysis) product
  - General Consulting
  - USPS Compliance audits
- **Printing & Managed Services Division**
  - User/Designer/Administrator/Operator Training & Certification
  - Redundancy /Seamless Overflow Print & Mail Contracting & Disaster Recovery Planning
  - On-site Facilities Management Alternatives

SMALL but MIGHTY…

Why Our Service is Better Service

The quality of service you employ to keep your business up and running is one of the most important decisions a company can make. One factor to consider is whether you are getting the level of service & support you deserve when it comes to your solutions partner. At Postal Source, the success of our business depends on the success of yours, so provide guarantees with our plans to provide the peace of mind you need to focus on growing your business.

Here are just some of the areas we feel you'll notice a difference with Postal Source customized service offerings:

- ***Faster response times.*** We guarantee when you place a call that you will get to speak to a live person who can clarify the issue and give you an ETA on your technician's arrival status. When possible, we'll get you on the phone directly with them if a quick phone fix appears to be an option. If not, you can expect to see our technicians walking through your door within 4 business hours.
- ***Preventative, proactive approach.*** You made an investment in new technology and we want to protect it and make sure it runs just as well today as it does on it's 4th, 5th or 6th birthday. We also want to head off any potential issues, so we will call to schedule complimentary preventive maintenance cleaning checks TWICE a year. We've learned that doing PM's takes extra time, but it pays dividends…… we have far less service calls & your staff is WAY happier!
- ***Business Continuity.*** We understand that business doesn't stop. If your machine is completely down and your mail needs to get out- let us know. We have loaner systems available so you can meet your deadlines without issue.
- ***Ready-to-go inventory.*** No one likes to wait on shipping. With a local solutions partner, you are not stuck waiting days for a product or consumable to be shipped across the country. Our local warehouse is stocked with supplies & parts to keep your systems up and running.
- ***Lifetime performance guarantee.*** It's comforting to know people still put their money where their mouth is. We stand behind our systems and our manufacturer provides a 60-month replacement guarantee for as long as you allow us to maintain your system & use it within specifications.
- ***Operator training-for everyone, for as long as you own it.*** We believe having operators who feel comfortable and are totally competent running the systems are the happiest. Our data also tells us, those clients have the least calls. So please, call us for cross training, for new hires, or if somebody is out temporarily- we'll set up a time to do additional training at no charge!
- ***Factory trained & authorized technicians.*** We take the trust you place in our Team to support your system very seriously so invest in training for each of our technicians. They each obtain product certifications to ensure they can troubleshoot your issue and get you back up and running quickly.

Account overview:

Current System: IN-600 Purchased 12-21-2017

- 110 letters per minute
- Auto feed 5# scale
- Envelope Moistener
- Account Departments 100 Standard
- Can print on letters, flats up to 10 x 13 or postcards.
- Current meter rental: $45.25/mo. $543.00/yr.
- Current Maintenance: $55.60/mo. $667.19/yr.
- ***Not IMI Compliant with the USPS regulation.***

Account Information			
Customer Number:	60097227	Report Date:	4/22/2024
Account Address:	1225 Cedar Ln	Last Data Upload:	2/16/2024
	NORTHBROOK IL 60062-4513	Data Status:	Actual Activity (365 Days)
Mailing Machine:	IN-600	Meter Serial #:	11291166

	Last Year* JAN-2022 - DEC-2022		Rolling Year JAN-2023 - DEC-2023	
Mail Type	**Pieces #**	**Postage $**	**Pieces #**	**Postage $**
Postcards	0	$0.00	0	$0.00
Letters	39,221	$23,192.32	33,022	$22,483.84
Flat (Large Envelopes)	422	$921.21	791	$1,555.61
Flat-Rate Envelopes	1	$8.95	0	$0.00
Flat-Rate Boxes	0	$0.00	0	$0.00
Packages	32	$307.30	36	$377.60
International Mail	0	$0.00	0	$0.00
Manual Entry	62	$112.27	96	$163.18
Unknown / Other	0	$0.00	0	$0.00
Total	39,738	$24,542.05	33,945	$24,580.23

	Letters- JAN-2023 - DEC-2023		Flats- JAN-2023 - DEC-2023	
Mail Class	**Pieces #**	**Postage $**	**Pieces #**	**Postage $**
First-Class Mail® Single	33,022	$22,483.84	790	$1,554.71
First-Class Mail® Presort	0	$0.00	0	$0.00
First-Class Mail® Auto	0	$0.00	1	$0.90
USPS Marketing Mail™	0	$0.00	0	$0.00

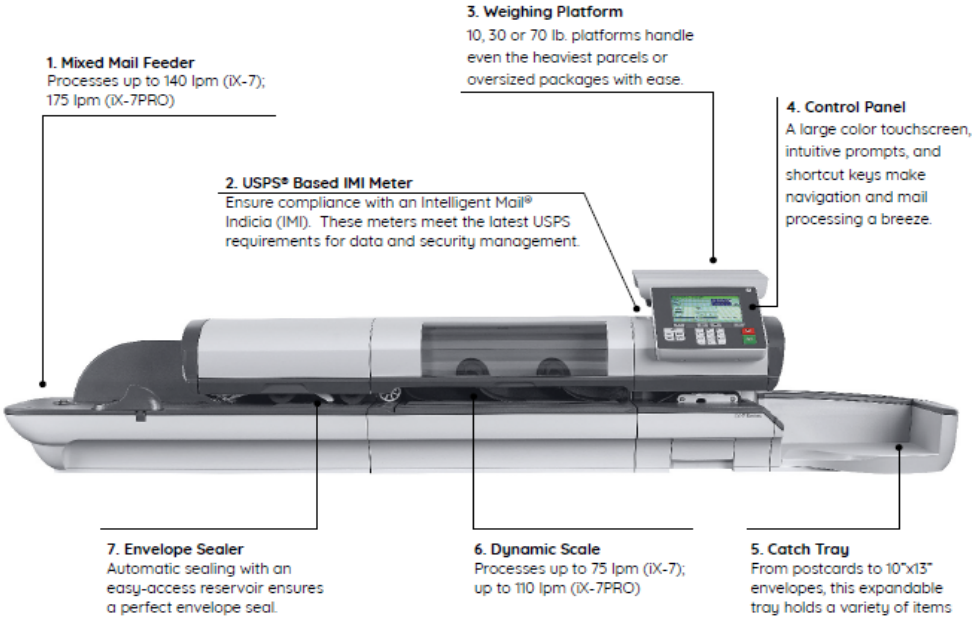
Accountable Mail – Rolling Year	Pieces #	Postage $
Certified Mail™ without Return Receipt	0	$0.00
Certified Mail™ with Return Receipt	333	$2,779.80
Electronic Return Receipt Savings Estimate**		$399.60

New System Recommendation Option #1

Quadient IX-7 mailing system

System Configuration:

- 140 letters per minute
- 10# Scale
- Mix mail Auto feeder.
- Envelope Moistener
- Account Departments 100 Standard
- No dynamic weigh
- ***New IMI meter compliant, this is a mandatory compliance from the USPS to cut down on mail fraud. A serial number is embedded into the indicia when postage is run through the meter.***
- Can print on letters, flats up to 10 x 13 or postcards.
- Flats up to 5/8”
- Short cut keys
- Ink Cartridge yields 26,000.
- ***Free ink cartridge included. Value $262.00***

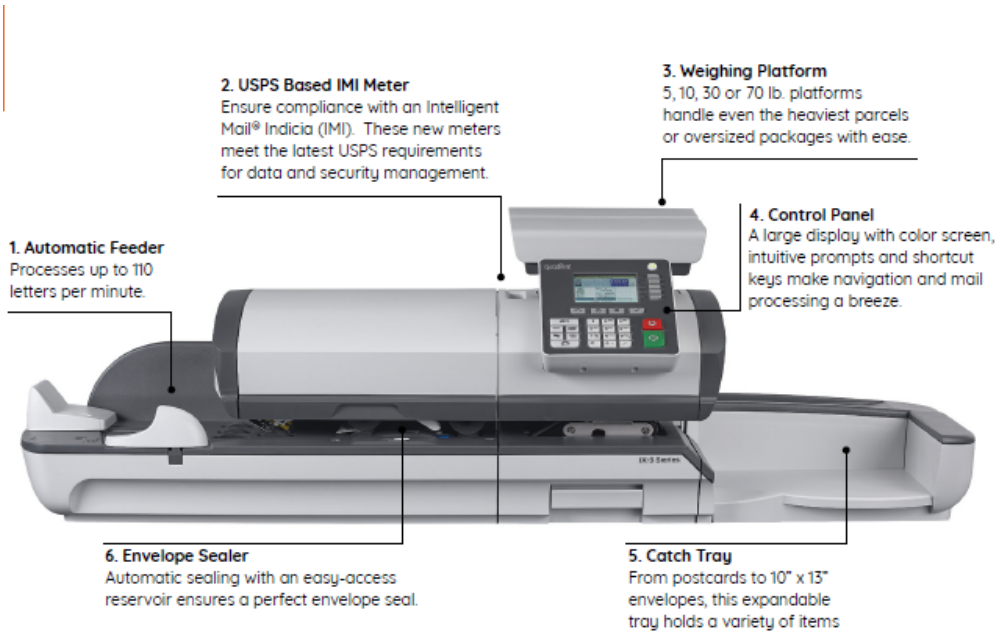


New System Recommendation: Option #2

Quadient IX-5 mailing system

System Configuration:

- 110 letters per minute
- ***Auto feeder***
- Envelope Moistener
- Account Departments 100 Standard
- Can print on letters, flats up to 10 x 13 or postcards.
- ***New IMI meter compliant, this is a mandatory compliance from the USPS to cut down on mail fraud. A serial number is embedded into the indicia when postage is run through the meter.***
- Flats up to 3/8”
- Short cut keys
- Catch tray.
- Ink Cartridge yield 15,850
- ***Free Ink cartridge included. Value $185.00.***



System Recommendation:

DS64i Folder Inserter

System Configuration for DS64i

- Processes up to 2000 envelopes/hour
- 7”Color touch screen
- Up to 50 programmable jobs
- Two stations auto feeders
- High-Capacity Vertical Stacker
  - Holds up to 500 envelopes.
- Up 150 envelope feeder capacity
- Folding capacity: Up to 5 sheets at a time
- Fold types:
  - Z-fold/letters
  - Half fold
  - Double parallel fold (legal size documents-up to 14”)
  - No fold



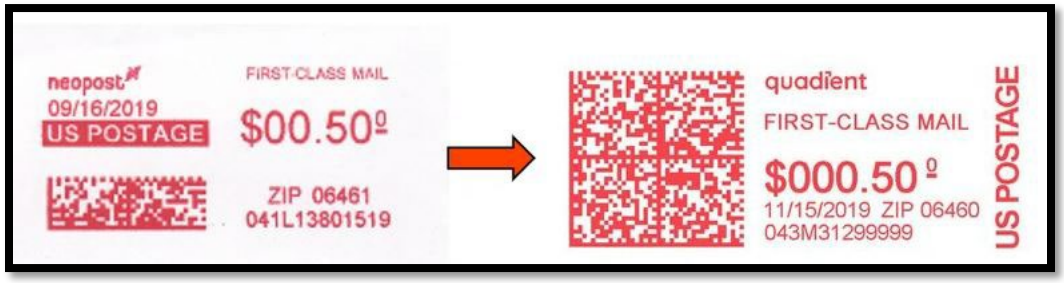
Primary Drivers for System Upgrade:

#1. USPS Regulatory Compliance: IMI meter regulation

UNITED STATES POSTAL SERVICE®
Approved IMI Postage Solution

What you need to know about the new USPS® Intelligent Mail Indicia (IMI) Standards

The USPS® now requires that all new mailing systems meet the Intelligent Mail Indicia (IMI) standards as the mailing systems go to market. It provides more transparent and detailed transaction data, enables automation of costly back-office operations, and employs better security standards.



NEW IMI STANDARDS OFFER FULL COMPLIANCE

According to the Federal Register, IMI-PC enables the USPS® to provide more detailed corporate reporting, more accurately price shipping/mailing products, attain operational efficiency by automating many functions (including postage refunds), improve the USPS Federal Regulatory compliance, and better secure Postal Service and customer data[2].

The USPS now requires that all new mailing systems meet the IMI standards as the mailing systems go to market.

Why IMI-PC is Important for the Postal Service[3]	IMI-PC Fully Compliant	IBIP Not Fully Compliant
Provides transaction level data for each mail piece daily	✓	◒
Supports automated refunds, refund authorization, and fraud detection (data on IMpB, PIC)	✓	◒
Restricts Keyed-In-Postage (KIP), which supports proper mail rating/classification for USPS	✓	✗
Provides end mailer information for Federal Government compliance	✓	◒
Supports the tracking and management of reprinted indicia	✓	✗
Provides improved indicia constructs that support Fraud Detection, Readability, and Indicia Management	✓	✗
Supports the USPS to accurately calculate short paid and over paid postage (data on TW, Price, Notice123, Extra Services)	✓	◒
FIPS 140-2 Security Level 3+ (EFP/EFT) (security strength to deter current threats)	✓	✗
Improved security for Rate Table, Log Files and Data Exchange Interface	✓	◒

✓ - Compliant ◒ - Partially Compliant ✗ - Noncompliant

#2- USPS Regulatory Compliance: IMpB barcode

Current shipping process & USPS label:

- No address correction
- Processed through meter with indicia or tape applied manual key-in
- 400 label size: 2” x 3”
- NO address is input
- NO address correction/verification
- NO tracking information
- NO insurance
- USPS offers NO discount
- Method is non-compliant w/ USPS regulations
- Must be processed at the meter
- No ability to extend to other workstations, users, Or buildings.

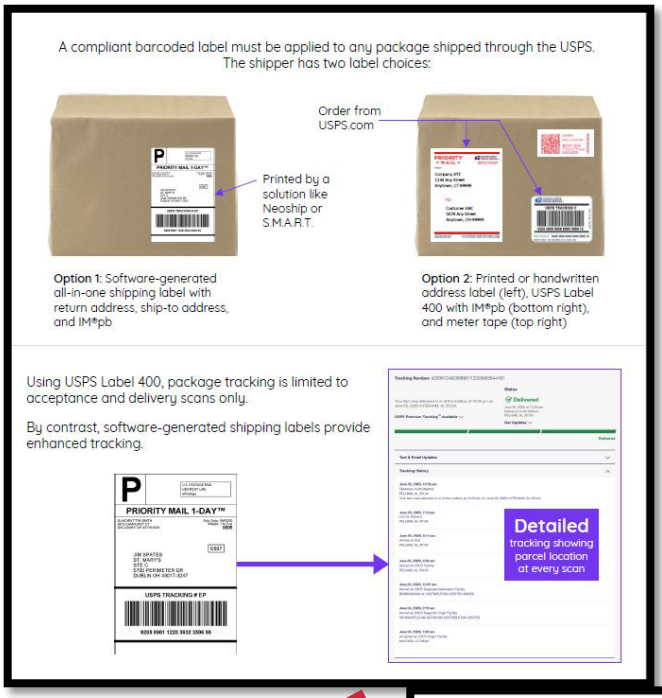


New process with fully compliant USPS label:

- Address verification/correction
  - **Reduces return mail/yellow sticker mail**
- IMpB (intelligent mail parcel barcode)
- Size: 5” x 7”
- Funds withdrawn from current mailing system
- Accessible from desktop
- Requires address to be input
- Provides tracking information
- Provides automatic insurance
- USPS then entitles shipper to a discount
- ***POSTAGE SAVINGS: up to 40% off current retail price***

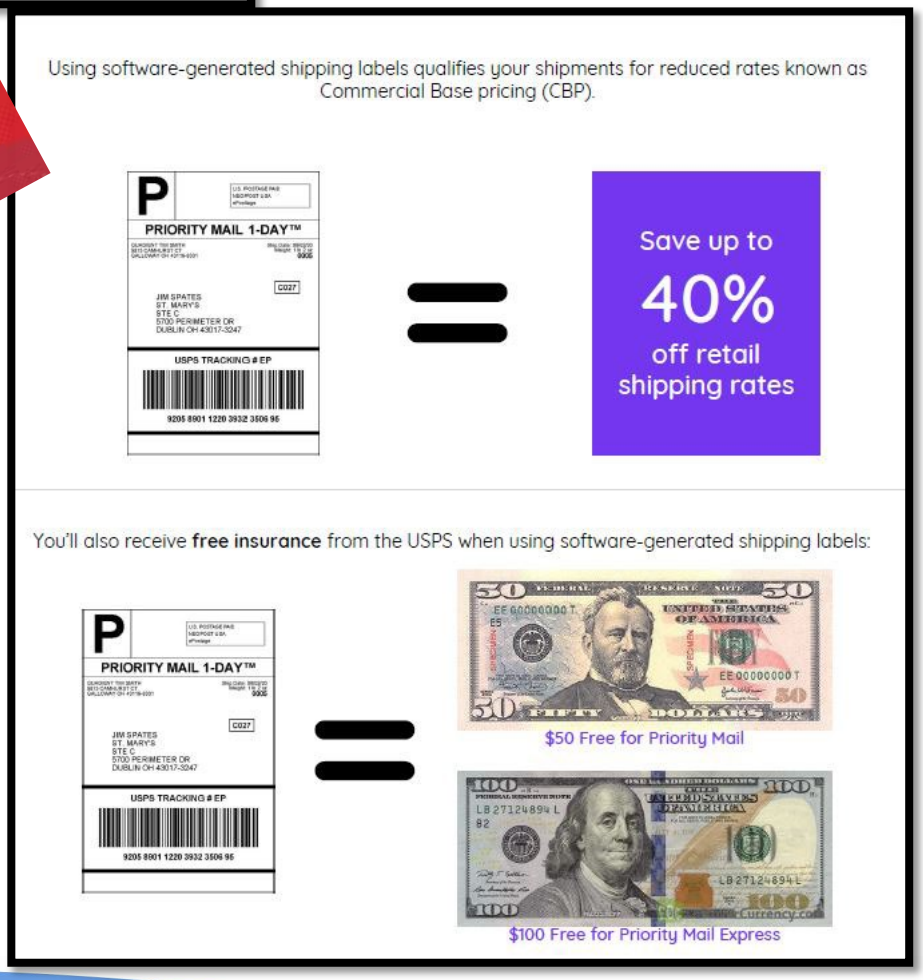
NOW THIS




A compliant barcoded label must be applied to any package shipped through the USPS.
The shipper has two label choices:
Order from USPS.com
Printed by a solution like Neoship or S.M.A.R.T.
Option 1: Software-generated all-in-one shipping label with return address, ship-to address, and IM®pb
Option 2: Printed or handwritten address label (left), USPS Label 400 with IM®pb (bottom right), and meter tape (top right)
Using USPS Label 400, package tracking is limited to acceptance and delivery scans only.
By contrast, software-generated shipping labels provide enhanced tracking.
PRIORITY MAIL 1-DAY™
USPS TRACKING # EP
Detailed
tracking showing parcel location at every scan


IMpB barcode required for all USPS Packages
Postage stamps require Form 400 for delivery
PRIORITY MAIL 2-DAY™
Jane Recipient
470 Lenfant Plaza SW
Washington DC 20024-2124


See how to
SAVE ON POSTAGE!

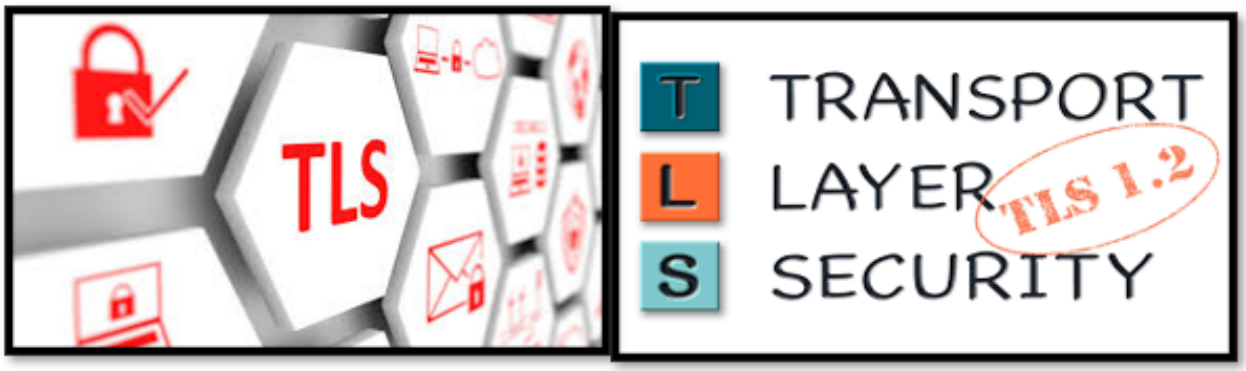

Using software-generated shipping labels qualifies your shipments for reduced rates known as Commercial Base pricing (CBP).
PRIORITY MAIL 1-DAY™
USPS TRACKING # EP
Save up to
40%
off retail shipping rates
You'll also receive free insurance from the USPS when using software-generated shipping labels:
$50 Free for Priority Mail
$100 Free for Priority Mail Express

NeoShip app to process USPS, UPS and FedEx parcel volume at a consistent discount

- This app allows users to produce a compliant shipping label with the appropriate barcode for packages.
- Address validation.
- Following this process entitles users to 'commercial discounts' which can result in **savings up to 40% off the current retail rates**
- NeoShip can be expanded to additional processing stations and made available at the desktop level to prep shipments PRIOR to them coming into the mailroom
- Tracking information is automatically sent back to shippers so it removes the burden from mailroom staff to hunt down packages and provide updates.

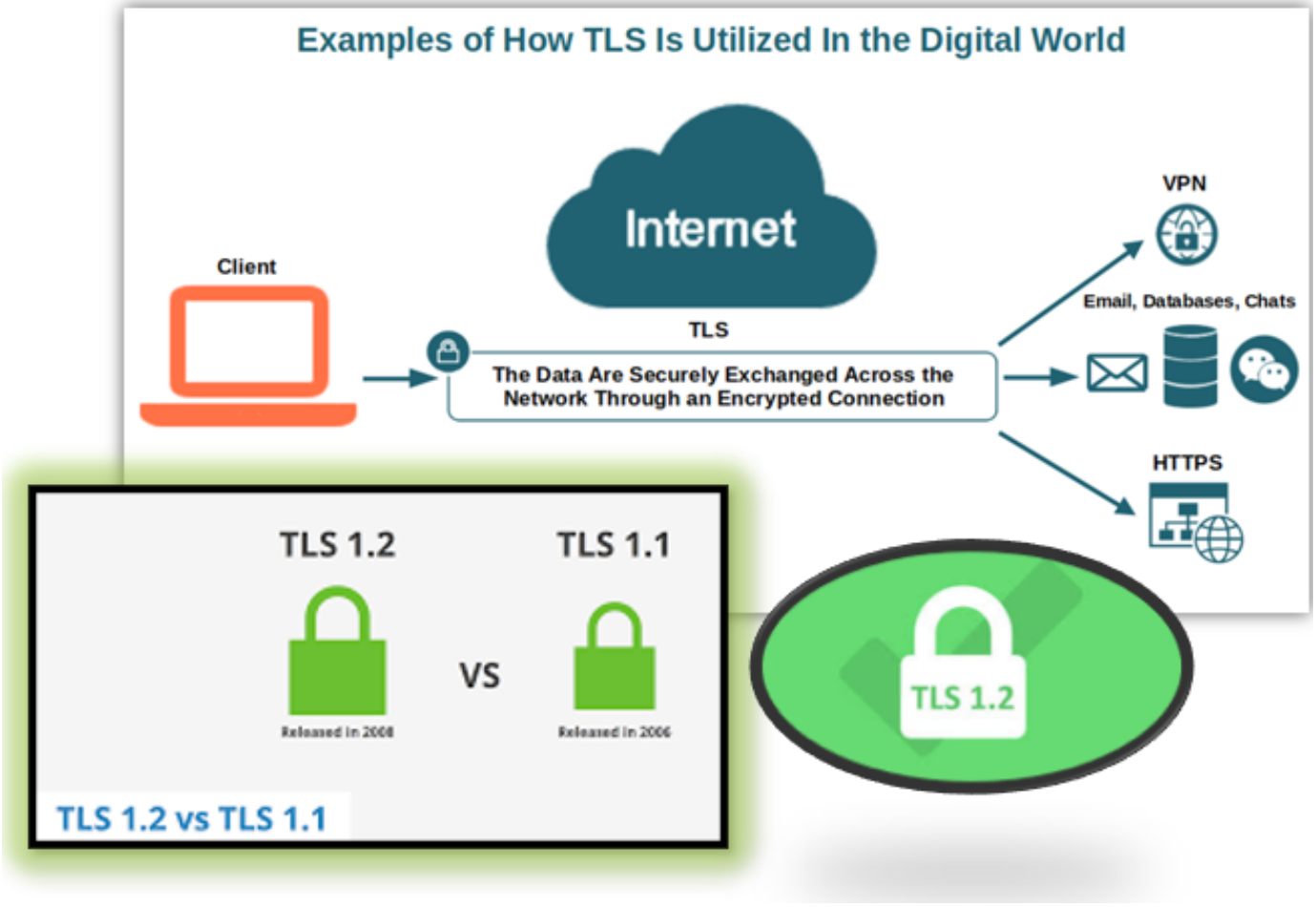


#3- USPS Regulatory Compliance: TLS (Transport Layer Security) 1.2



NOTE: New iX Series mailing systems currently support TLS 1.2.

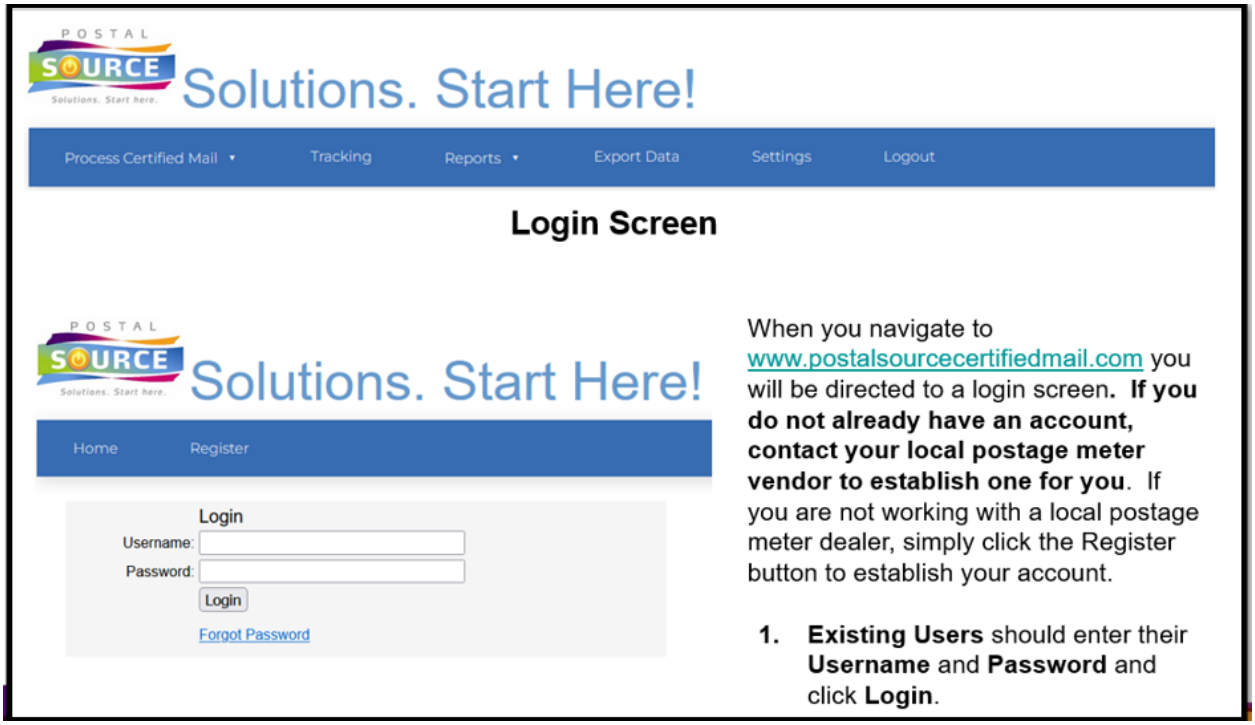
- ***Current mailing systems run TLS 1.0 which came out in 1999, with an expected sunset of 2020. TLS 1.1 came out in 2006 with the same expected sunset date.***



Solution Recommendations

Additional Services/Requirements

1) Cloud-based Enterprise ELECTRONIC USPS Certified/Return-Receipt Solution



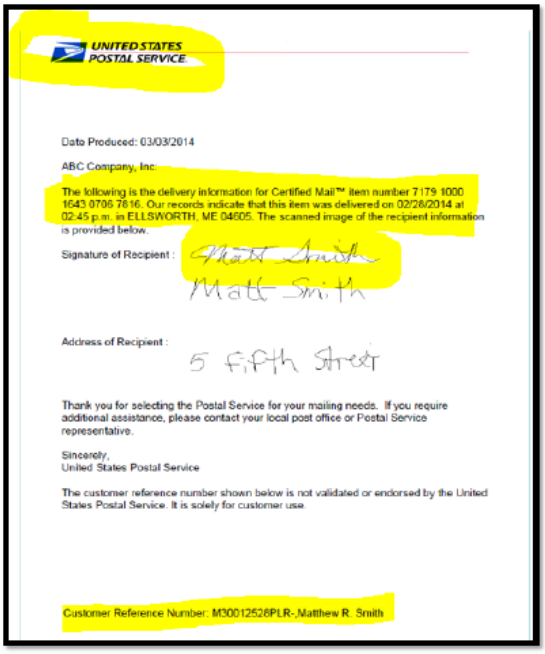
Benefits:

- Unlimited users
- Cloud-based program
- Saves minimum of $1.33 each in postage
- Batch processing- unlimited records
- Independent of postal evidencing
  - *Can go on postage statement or run thru a meter*
- Real-time tracking
- Integration with Microsoft Word
- 7 years of POD *(proof of delivery)* storage
- Unlimited C or C/RR volumes
- Unique Identifier
  - *Up to 30 characters* (i.e. attorney, client, matter, VIN#, customer #, etc)
- Searchable database for retrieving POD's
  - *Sender, Date Sent, Recipient Name, Address, State, Customer Number, etc.*



PROOF OF DELIVERY

a. **Provided back as a pdf on USPS letterhead with a date/time stamp**
b. **Includes reference field populated by customer**
c. **Includes sender info**



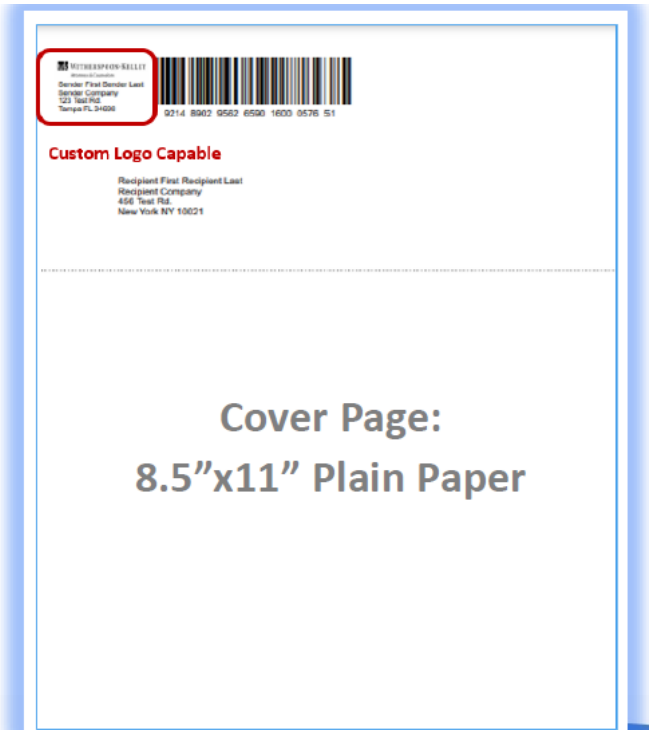
d. **Includes a signature capture**
e. **Accessible for up to 7 years**
f. **Searchable database to find POD**

Blank Envelope



Envelope with Barcode Page Inserted





Ancillary Services:

Freight, Delivery, Install and Operator/User Training:

- **Initial operator training and system set-up *NO CHARGE***
- **Freight *NO CHARGE***

Maintenance Coverage

- INCLUDES all parts, labor, mileage, emergency calls **PLUS** a minimum 2 Preventive Maintenance cleanings per year. Also includes all firmware updates from the manufacturer.
- *Provides UNLIMITED operator training for life of the system*.
- Includes an average 4-business hour response time **GUARANTEE** plus a loaner unit if ever needed. *Consumables such as postage, ink, tapes, sealant, and rubber such as feed tires not included.*
- **ALWAYS a live person to answer your calls**
- **Local Engineers and parts inventory dispatched out of our Chicago Office**
- Includes on-going operator training for life of lease
    - Business continuity, staff turnover, temporary/back-up staff training is available at NO additional charge

Required Meter Rental & Rate Change for mailing system

- **INCLUDED in pricing**

Initial Supplies for mailing system:

- **INCLUDED in pricing**
- **FREE full-size ink tank, and roll of labels**

Other meter services for mailing system

- **INCLUDED in pricing is online reporting system**

Investment Information

PLEASE NOTE: Below pricing DOES NOT include any applicable taxes and Is valid through May 2024

System/Options	Sourcewell Purchase price	Sourcewell 63-month operating lease.
NEW: Option #1 Quadient IX7 mix mail feeder, with 10# scale, sealer and catch tray.	*List price: $7210.00.* *Sourcewell Price $6272.00* *Maintenance: $60.00/mo.*	*$629.10/mo.* *Includes Inserter and full maintenance warranty.*
NEW: Options #2 Quadient IX5 Auto feed mailing meter, with 5# scale, sealer and catch tray.	List price $5395.00 *Sourcewell price $4455.50* *Maintenance: $45.00/mo.*	*$555.95/mo.* *Includes inserter and full maintenance warranty.*
NEW: Quadient DS64i two station folder inserter.	List price: $15,630.00 Sourcewell Price $10,941.00 Maintenance: $130.00/mo.	Included in lease prices above
Meet rental and rate chance and shipping app for the IX7 for rate shopping Savings of $377.60 per year in parcels.	*$75.00/mo.* *Billed annually locked in for three years*	Included in lease
Meter rental, rate chance and shipping app for the IX5AF for rate shopping. Savings of $377.60 per year in parcels.	*$55.00/mo.* *Billed annually locked in for three years*	Included in lease
Supplies for certified solution #10 envelopes $.69 each min. 1000. *7 year archival * Searchable data base * Credits never expire. * Unlimited users * No monthly fees	*License and set-up fee One time charge of $150.00.* *Savings $1.48 per certified return receipt mail starting July 2024* *Savings of $492.84/year*	***Total savings annually with new processes $870.44. Total savings over 5 year term: $4352.20***

Please circle which option you prefer.

Postal Source will transfer any funds in the current meter to your postage account. We will also remove equipment and return to Quadient on your behalf at no additional charge. Total value $450.00.

TERMS:

iX System Connectivity Disclaimer:

IMPORTANT: One or more of the systems we have recommended represents the latest in postal compliance. *This technology requires a CONSTANT connection* for your meter to a LAN port. This is most likely different than your current mailing system so it is important the info contained in the link below is relayed to your IT staff PRIOR to us being able to complete installation of your equipment.

Please note that without this connection in place, you will not only be unable to download ANY meter funds or rate change updates, but you will experience a LOCKOUT from the USPS server.

We strive to make your installation as easy and seamless as possible and therefore need to ensure you understand the requirements and expectations for this technology and the new USPS IMI (Intelligent Meter Indicia) postal regulatory compliance requirement.

https://postalsource.com/stories/brochure-library/ix-3-mailing-system-network-requirements

Here's what we need:

1. A full-time, dedicated hard-wired LAN internet connection (Cat 5 or Cat 6 connection) or a Wi-Fi adaptor purchased from Postal Source.
2. DHCP access to your network OR a Static IP, Subnet and Gateway information.
   We can provide a Device MAC address if required for your IT Department.
3. A phone #/contact name for your IT department if there are any questions.

INITIAL: _____

Install:	Delivery, Installation, Programming, Training & Set-up No Charge on Sourcewell
Freight:	No charge on Sourcewell
Billing:	Leases billed quarterly in advance.
Lease type:	Operating lease.
Delivery Time:	Approximately 3 to 4 weeks
Pricing valid through	**May 2024**

Client Acceptance:

*Client Signature:*_____*Date:*_____

*Print Name:*_____*Title:*_____

POSTAL SOURCE

is proud to contribute to

SUPPLIER DIVERSITY

When we embrace diversity- We all benefit!





quadient
Because connections matter.

BUSINESS ACCELERATED

Simple. Flexible. Reliable.



iX-5 Series

The iX-5 offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

The iX-5 boasts a modern design with a color screen and easy-to-use control panel. The system meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. The contemporary design of the iX-5 Series depicts clean lines and bold edges while maintaining Quadient's commitment to build and ship products in the most ecological manner.

EXPERIENCE
A rich history of world-class leadership

PROVEN RESULTS
96% customer satisfaction rate

EXPERTISE
8 billion personalized experiences annually

BACKED BY THE EXPERTS
Gartner, Forrester, and Aspire

INNOVATION DRIVEN BY EXPERIENCE

1. Automatic Feeder
Processes up to 110 letters per minute.

2. USPS Based IMI Meter
Ensure compliance with an Intelligent Mail® Indicia (IMI). These new meters meet the latest USPS requirements for data and security management.

3. Weighing Platform
5, 10, 30 or 70 lb. platforms handle even the heaviest parcels or oversized packages with ease.

4. Control Panel
A large display with color screen, intuitive prompts and shortcut keys make navigation and mail processing a breeze.



6. Envelope Sealer
Automatic sealing with an easy-access reservoir ensures a perfect envelope seal.

5. Catch Tray
From postcards to 10” x 13” envelopes, this expandable tray holds a variety of items

OPTIMIZING EFFICIENCY

The iX-5 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the iX-5 AF system.



MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED



Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.

- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
  - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

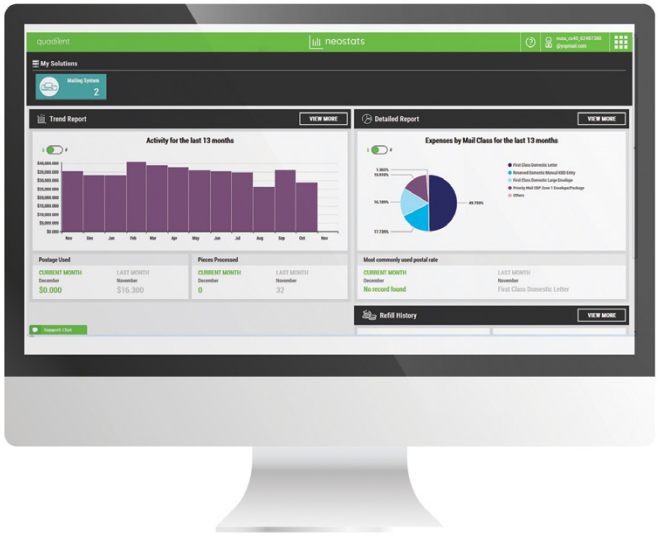
MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



SPECIFICATIONS

USPS based IMI meter	Standard
Processing speed iX-5 HF	Up to 75 lpm
Processing speed iX-5 AF	Up to 110 lpm
Feeding capability iX-5 HF	Semi-automatic hand feed
Feeding capability iX-5 AF	Automatic feed
Color display	Standard
On-screen DIM calculations	Standard
Weighing platform	5 lb. Standard
Accounts/departments	100 Standard
Envelope minimum	3.5” X 5”
Envelope maximum	10” x 13”
Envelope thickness	Up to ½”
Envelope orientation	Landscape or portrait
Connectivity	LAN Standard
Job imprint memories	9
Neoslogan	Standard
Postage meter tapes	Yes, integrated automatic dispenser
4-digit PIN code	Standard
Neostats Basic postage expense reporting	Standard

OPTIONS

Differential weighing	Available
External weighing platform	Available 10, 30 or 70 lb.
Accounts/departments upgrade	300 or 500
E-Services with Electronic Return Receipt	Available
Neostats Enhanced postage expense reporting	Available
Neostats Consolidated postage expense reporting	Available
Neoship PLUS online shipping software (USPS only)	Available
Neoship ADVANCED multi-carrier online shipping software	Available
IPV6	Available

SYSTEM DIMENSIONS

iX-5 HF with envelope tray	33” x 15” x 12”
iX-5 AF with envelope tray	47” x 15” x 12”

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Because connections matter.

About Quadient®

Quadient is the driving force behind the world’s most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadient helps simplify the connection between people and what matters. Quadient supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadient is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadient, visit **quadient.com**

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All information in this document, including descriptions of features, functions, performance and specifications is subject to change without written notice at any time. www.quadient.com

quadient
Because connections matter.

WORKING AT THE SPEED OF BUSINESS

Dynamic. User-Focused. Durable.



iX-7 Series

The iX-7 Series mailing system is a paramount addition to any business. Built to excel in the most demanding mail centers, the iX-7 Series is available with two different processing speeds and a variety of weighing and stacking options.

EXPERIENCE
A rich history of world-class leadership

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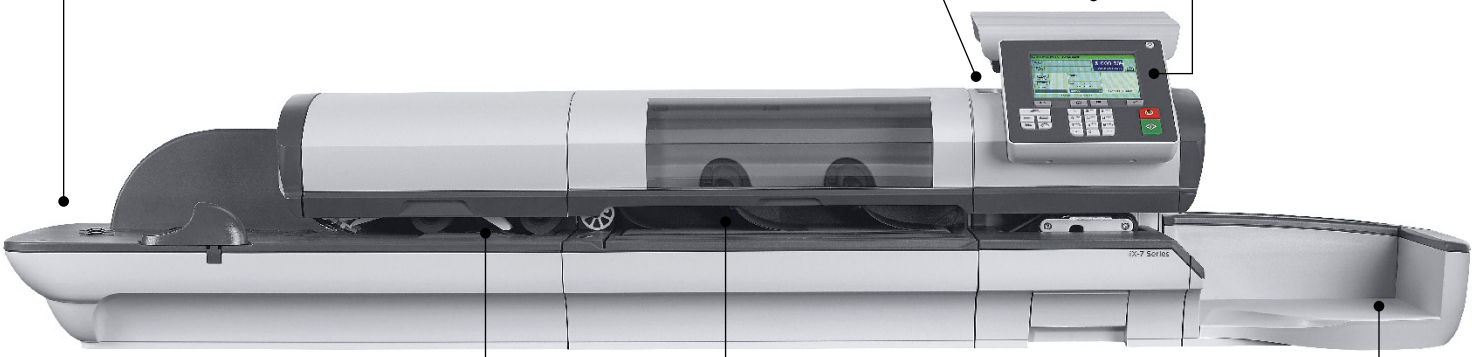
The contemporary design of the iX-7 Series depicts clean lines, bold edges and an easy to use color touchscreen while maintaining Quadient's commitment to build and ship products in the most ecological manner. The iX-7 Series meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements.

1. Mixed Mail Feeder
Processes up to 140 lpm (iX-7); 175 lpm (iX-7PRO)

2. USPS® Based IMI Meter
Ensure compliance with an Intelligent Mail® Indicia (IMI). These meters meet the latest USPS requirements for data and security management.

3. Weighing Platform
10, 30 or 70 lb. platforms handle even the heaviest parcels or oversized packages with ease.

4. Control Panel
A large color touchscreen, intuitive prompts, and shortcut keys make navigation and mail processing a breeze.



7. Envelope Sealer
Automatic sealing with an easy-access reservoir ensures a perfect envelope seal.

6. Dynamic Scale
Processes up to 75 lpm (iX-7); up to 110 lpm (iX-7PRO)

5. Catch Tray
From postcards to 10"x13" envelopes, this expandable tray holds a variety of items

MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED



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- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

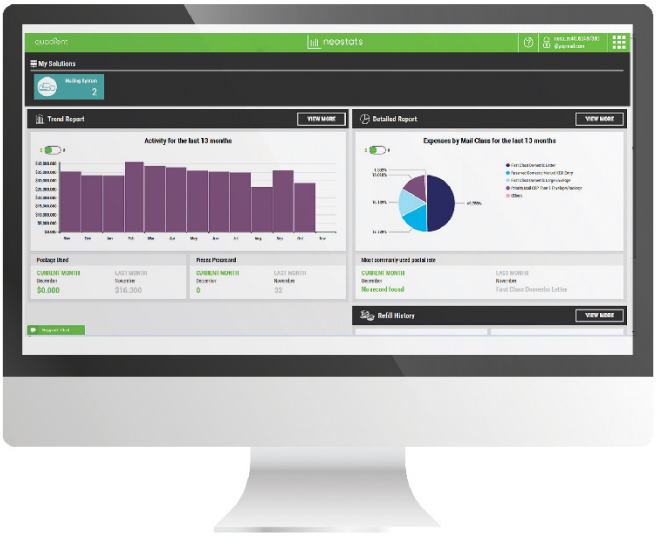
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Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



SPECIFICATIONS

USPS based IMI meter	Standard
Processing speed iX-7	Up to 140 lpm
Processing speed iX-7PRO	Up to 175 lpm (postcards)
Dynamic weighing speed iX-7	Up to 75 lpm
Dynamic weighing speed iX-7PRO	Up to 110 lpm (postcards)
Color display	Standard
On-screen DIM calculations	Standard
Accounts/departments	100 Standard
Envelope minimum	3.5” X 5”
Envelope maximum	10” x 13”
Envelope thickness	Up to 5/8”
Envelope orientation	Landscape or portrait
Connectivity	LAN Standard
Job imprint memories	9
Neoslogan	Standard
Postage meter tapes	Yes, integrated automatic dispenser
4-digit PIN code	Standard
Neostats Basic postage expense reporting	Standard

OPTIONS

Differential weighing	Available
External weighing platform	Available 10, 30 or 70 lb.
Accounts/departments upgrade	300 or 500
E-Services with Electronic Return Receipt	Available
Neostats Enhanced postage expense reporting	Available
Neostats Consolidated postage expense reporting	Available
Neoship PLUS online shipping software (USPS only)	Available
Neoship ADVANCED multi-carrier online shipping software	Available
IPV6	Available

SYSTEM DIMENSIONS

iX-7 with envelope tray	50” X 18” X 13”
iX-7 with dynamic scale and envelope tray	67” X 18” X 13”

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Because connections matter.

About Quadient®

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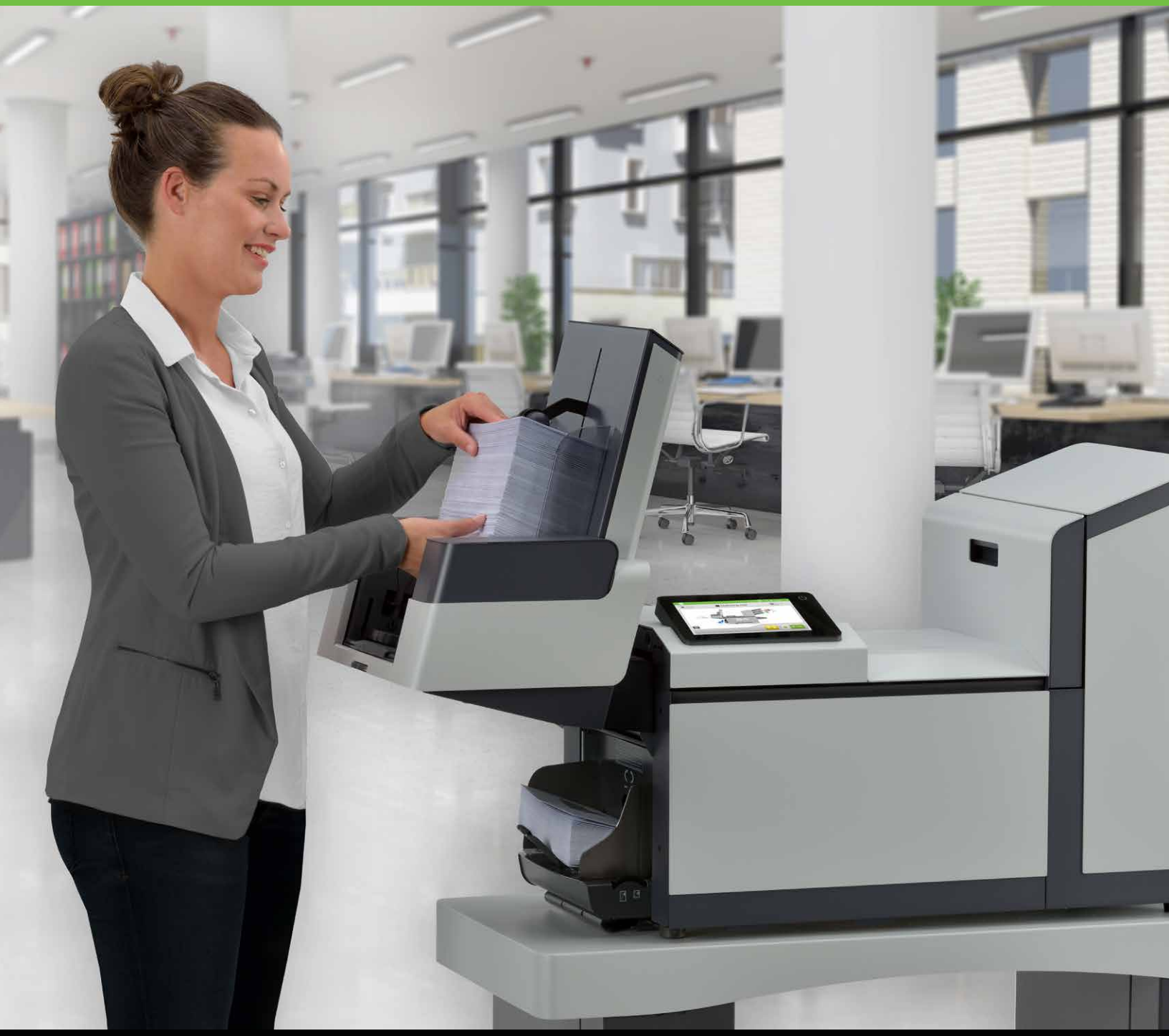
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DS-64i

Folder Inserter

User-Friendly Mail Assembly Solution



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Because connections matter.

User-Friendly Mail Assembly Solution

Versatile, Intuitive and Productive

The DS-64i folder inserter can accommodate a wide range of documents, inserts and business reply envelopes (BRE) making it the ideal choice for a variety of applications and office environments. The DS-64i combines unparalleled ease-of-use with advanced technology. The intuitive color touch screen control panel prompts the operator through each step of job setup and operation. Quadient Remote Assistance enables folder inserter diagnostics and operator support to increase mail assembly productivity.

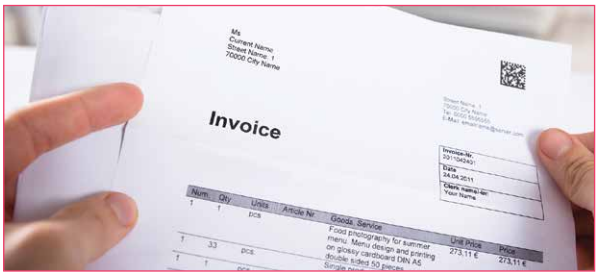
Easy Operation

The color touch screen display and automatic job setup make the DS-64i exceptionally easy to use. Simply load envelopes and documents and the DS-64i will adjust all settings automatically and even save them to the memory for instant recall. And, with automatic adjusting feeders, it can't get any easier.



Multi-Page Processing

Efficiently and accurately assemble and process multi-page sets. The internal CIS scanner reads inserter control codes (OMR, OCR or BCR) which can be printed nearly anywhere on the document, providing you hours of time savings and getting your mail out faster.



The DS-64i Can Be Custom Configured



Increase Processing Efficiency
- A single multi-functional feeder
- An intuitive easy-to-use control panel



Prepare Invoices and Statements
- Two multi-functional feeders
- Finished envelope side exit
- Store and recall up to 50 jobs



Easily Create Marketing Mail
- Crisply fold up to 8 pages
- Load 1,200 inserts or 325 BREs with optional MaxiFeeder



Add Business Reply Envelopes
- Feed sheets, inserts or BREs
- High-capacity vertical stacker
- Automate multi-sheet documents

Business Impact

Revenue Growth

Maximize opportunities to better communicate with customers

Risk Mitigation

Ensure that every recipient receives the right mailpiece

Customer Engagement

Create your own professional looking mailpieces

Expense Control

Maximize productivity thanks to ease of use and speed

DS-64i

1. High-Capacity Vertical Stacker
Preserves printing order and holds up to 500 finished envelopes so operators spend less time unloading

2. Touch Screen Display
7" color graphical interface with wizard-based programming makes operation simple and intuitive

3. Feeder Linking
Continuous operation is achieved by linking feeders. If one feeder runs empty, another one automatically takes over, allowing you to refill as needed until your job is complete



4. Envelope Hopper
150-envelope capacity with on-the-fly reloading

5. Automatic Collator
Collate and fold up to 8 pages together

Processing Flexibility

DS-64i's FlexFeed function allows you to process all document formats (inserts, documents and business reply envelopes, etc.). Additionally, the "Daily Mail" function even allows hand feeding of multi-page stapled document sets.



Efficient Processing

Load the feeders, and the DS-64i will accurately assemble the documents, fold, insert and even seal the finished envelopes, all in one quick process. The high-capacity envelope stacker is designed to improve accessibility and unloading of envelopes on the fly.



Specifications	
Processing speed	Up to 2,000 envelopes/hour
Folding capacity	Up to 5 sheets 20 lb. single fold
Multi-document feeding	Up to 3 documents
Monthly volume	15,000/month
7" Color touch screen	Standard
FlexFeed® feeders	Standard
Cascade feeder linking	Standard
Daily Mail/Multi-page hand feeding	Standard
High-capacity vertical stacker	Standard, up to 500 envelopes
Double document detection	Standard
Automatic settings	Standard
Multi-license reading technology (OMR, BCR, 1D, 2D, OCR)	Standard
CIS document scanner	Standard
Wireless/LAN enabled	Standard
Remote diagnostics/assistance	Standard
Job memory	50
Fold types	Letter, z-fold, single, double parallel, no fold
Envelope feeder capacity	150
Document feeder capacity	325
Short tray feeder capacity	Up to 50 BRE/325 inserts
MaxiFeeder capacity	Up to 325 BRE/1,200 inserts
Accumulate before folding	Up to 8 documents
Catch tray	Up to 100 envelopes
Side exit (RH or LH)	Up to 225 envelopes
Noise level	70 Db
Document height	3.5" - 14"
Document width	5.1" - 9.1"
Envelope length	3.5" - 6.35"
Envelope width	6.3" - 9.7"
Maximum insert thickness	1 mm
Maximum set thickness	2.5 mm
Output Management Software (OMS)	Available

Enhance the DS-64i with the Optional Performance Package to Increase Productivity:

Processing speed: Up to 2,500/hour

Folding capacity: Up to 8 sheets/single fold

Multi-document feeding: Up to 10 documents

Monthly volume: Up to 20,000/month

Automated Document Preparation

Quadient's optional Output Management Software (OMS) can add significant value by enhancing the formatting, personalization, grouping, printing, barcoding and addressing of your documents.



About Quadient

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POSTAL SOURCE
Solutions. Start here.

5420 Newport Drive, Ste 57
Rolling Meadows, IL 60008

Ph: (866) 204 -4700
Fax: (563) 445 -3471

Sales Agreement

SOLD	TO	Village of Northbrook 1225 Cedar Lane Northbrook IL. 60062	PHONE: FAX:	847-664-4037

DATE	PURCHASE ORDER NO.	SALES REPRESENTATIVE
May 1st. 2024		Kimberly Tully

QUA	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
500	CRR #10 ENV	#10 certified mail envelopes at .69 cents each	$345.00	$345.00
		One time activation and set up fee for certified solution	$150.00	$150.00
			Sub Total	$495.00
			Tax	TBD
			S&H	TBD
			TOTAL	

Submitted by: **Date:**

MEMORANDUM

To: Cara Pavlicek, Village Manager
Madeline Farrell, Deputy Village Manager
From: Steve Drazner, CFO
Date: May 23, 2024
Subject: Agenda Item for Quadient, Inc. Requesting to Waive the Bidding Process

For May 28th, we have an item on the agenda requesting Village Board consideration to approve a sixty-three month lease of new postage equipment through Quadient Leasing Inc.

The two major manufacturers/leasers in the postal equipment industry are Quadient (previously named Neopost) and Pitney Bowes, which combined have an approximate 99% of the market share. Between Quadient and Pitney Bowes, Quadient is the preferred vendor since the equipment that they currently sell is fully compliant with USPS regulations and appears to be favorable among customers. More information on Quadient Inc. is included with this agenda item.

We are a current customer of Postal Source (a dealer of Quadient equipment) which we use for supplies and maintenance of our existing postal equipment. Postal Source as well as other equipment dealers utilize Sourcewell, a national purchasing cooperative for local government, non-profits, and educational institutions, to secure the lowest and most competitive prices on the purchasing and leasing Quadient equipment.

Since the prices proposed by Postal Source for Quadient equipment have already been competitively negotiated via Sourcewell, it is being requested that the Village's independent competitive bidding process be waived for a new lease of postal/mailing equipment. Please note if an RFP were to be done, Quadient (via a qualified dealer) would be unable to quote prices less than those already proposed under the national Sourcewell agreement.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-05-28
Subject: A Resolution Authorizing an Agreement for Asphalt Street Crack Sealing Services with Patriot Pavement Maintenance Inc. of Wheeling, Illinois

Overview
The Village of Northbrook utilizes crack sealing services to improve the service life of asphalt roadways.

Fiscal Impact
The budgeted cost for this project is $25,000. The Fiscal Year 2024/25 Budget contains sufficient funds in Account No. 11-4100-531-71 (Street Repairs). Funds will be taken from this account as needed to pay for the work which will be completed at rates outlined in Exhibit A.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Street Repairs	11-4100-531-71	$25,000	$25,000	$25,000	$0	Yes

Recommendation
Approval.

Background
The Village of Northbrook owns and maintains roughly 97 centerline miles of asphalt streets. To help the Village's roads reach the full extent of their useful life, the Public Works Department performs maintenance tasks such as selective patching and crack sealing. Crack sealing is used to help prevent moisture and debris from entering the road base through seams or cracks in the pavement that can form over time. As water seeps into these seams/cracks it can cause premature failure to the roadway as it expands in freezing temperatures and contracts in warmer temperatures.

In March 2023, staff solicited competitive bidding for these services with two one-year optional renewals included in the bid package. On March 14, 2023 the Village received three proposals which were all considered to be responsive.

Patriot Pavement Maintenance Inc. of Wheeling, Illinois (the "Contractor") submitted the most responsive and responsible proposal and was awarded the contract. The contract included an

initial one-year term with provisions for up to two one-year renewals. The Contractor performed well during the initial term of the agreement and both staff and the Contractor wish to renew the agreement. This would be the first renewal of the agreement. Staff will be present at the Village Board meeting to address any questions that may arise.

A Resolution Authorizing the Renewal of the Crack Sealing Agreement.docx
Exhibit A - Renewal Agreement.pdf

Resolution 2024-XX

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

A Resolution Authorizing an Agreement for Asphalt Street Crack Sealing Services with Patriot Pavement Maintenance Inc. of Wheeling, Illinois

is hereby adopted, as follows:

Section 1. Recitals

The Village of Northbrook owns and maintains roughly 97 centerline miles of asphalt streets. Crack sealing is a common maintenance procedure used to prolong the useful life of the pavement. Public Works released a Request for Proposals for a contract for providing crack sealing services ("***Work***") and opened proposals on Tuesday, March 14, 2023. Three contractors submitted bid proposals. The lowest responsive bid was received from Patriot Pavement Maintenance Inc, of Wheeling, Illinois ("***Contractor***").

In April 2023, the Village awarded the contract for the Work to the Contractor in the total amount of $25,000 ("***Agreement***"). The Agreement provided for two optional one-year renewals. The Contractor performed well during the initial term, and both staff and the Contractor wish to renew the Agreement ("***Renewal***"). The term of the Renewal will be from the date of execution to April 30, 2025.

Based on these factors, Village staff recommends execution of the Renewal with the Contractor in an amount not to exceed $25,000 for the Work.

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

Section 2. Approval of the Renewal

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

Section 3. Authorization to Execute Renewal.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Renewal only after receipt by the Village Clerk of at least three original copies of the Renewal executed by the Contractor and compliance by the Contractor with all conditions precedent to closing required by the Renewal for Fiscal Year 2024/2025.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

Village President

Village Clerk

VILLAGE OF NORTHBROOK - FORM OF CONTRACT RENEWAL

RENEWAL 1 OF CONTRACT AGREEMENT

THIS RENEWAL 1 ("***Renewal***") is made and entered into by the **VILLAGE OF NORTHBROOK** ("***Village***"), an Illinois home rule municipality and the party named below as of the date of the last signature affixed hereto.

CONTACTOR: **Acme Concrete Raising & Repair Inc.**
824 S. Main Street Ste. 105 Crystal Lake, Illinois 60014
Attn: Mike Fetherling ("***Contractor***")

In consideration of the recitals and mutual covenants and agreements set forth in this Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Village and Contractor entered into that certain contractual agreement titled "FY 23/24 Concrete Raising Services" dated as of March 28, 2023 (***"Contract"***), under which Contract the Contractor agreed to provide concrete raising services for the Village as more fully described in the Contract and the attachments thereto (collectively, ***"Services"***).

B. The Contract provided for an initial 1-year term (***"Initial Term"***), which Initial Term expires on April 30, 2024.

C. The Contract provides that the term of the Contract may be renewed and extended for up to 3 additional one-year terms upon mutual agreement of the Parties each fiscal year.

D. The Village has been satisfied with the Contractors performance of the Services and the Contractor has agreed to continue to provide the Services as set forth in this Renewal.

Section 2. Definitions and Interpretation.

All capitalized words and phrases used throughout this Renewal have the means set forth in the various provisions of this Renewal. If a word or phrase is not specifically defined in this Renewal, it shall have the same meaning as in the Contract.

Section 3. Renewal of the Contract.

The Village and the Contractor hereby amend the Contract to renew and extend the Contract for a renewal term to commence on May 1, 2024 and end on April 30, 2025 ("***Renewal Term***). During the Renewal Term, the Village will pay the Contractor for the Services in accordance with the Renewal Fee Schedule attached to, and by this reference made a part of, this Renewal as ***Attachment 1.***

Section 4. Legal Effect of Renewal.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the Contract and the provisions of this Renewal, the text of this Renewal shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment Renewal 1 to be executed by their duly authorized representatives.

(SEAL)

ATTEST:

By:_____
A.C. Buehler III, Village Clerk

Date:_____

WITNESS:

By: Jamie Spina
By: Jamie Spina

Date: 3-26-2024

VILLAGE OF NORTHBROOK

By:_____
Cara L. Pavlicek, Village Manager

Date_____

Acme Concrete Raising & Repair Inc.

By:
By: Mike Fetherlings

Date: 3-26-2024

ATTACHMENT 1

FEE SCHEDULE

	Description	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price
1	Polyurethane Compound	LB.	14.00	14.50	14.50	15.00
2	Joint Sealing	FOOT	7.00	7.25	7.25	7.50

Contract Year 1 (Fiscal Year 2023-2024 beginning May 1, 2023 and ending April 30, 2024): $20,000

Contract Year 2 (Fiscal Year 2024-2025 beginning May 1, 2024 and ending April 30, 2025): $20,000

Contract Year 3 (Fiscal Year 2025-2026 beginning May 1, 2025 and ending April 30, 2026): $20,000

Contract Year 4 (Fiscal Year 2026-2027 beginning May 1, 2026 and ending April 30, 2027): $20,000

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2024-05-28
Subject: A Resolution Authorizing an Agreement for the Treatment of 48 American Elm Parkway Trees

Overview

The Public Works Department treats specimen American Elm trees with trunk diameters of 20 inches or greater with Arbotech® fungicide. 48 specimen parkway American elms have been selected for treatment to prevent Dutch Elm Disease.

Fiscal Impact

The Fiscal Year 2024/25 Budget contains sufficient funds for the planned treatment of specimen parkway American Elm trees in the total amount of $26,904. Staff is requesting a contingency in the amount of $2,000 for any unforeseen work, such as watering due to dry weather to aid in fungicide uptake, for a total spending authority of $28,904.

Recommendation

Approval.

Background

Prior to the Emerald Ash Borer's infestation and destruction of Ash trees across the country, the fungus Ceratostomella Ulmi that only attacks American Elm trees caused similar devastation. Commonly called Dutch Elm Disease (DED), the fungus attacks a tree's vascular system preventing water from being transported up the trunk and eventually causes the tree to die. The fungus can spread by insects carrying the infection from tree to tree or between neighboring trees through their root systems. The fungus first appeared in the United States in the 1950s. Since 1967, when the Village began tracking this information, approximately 2,934 Elm trees have been lost to DED in Northbrook.

In March 2024, staff prepared detailed specifications for treatment of American Elms using Arbotech® fungicide and sent a request for proposals to ten qualified tree management firms. Five proposals were received and are summarized in the table below.

Table 1. Summary of Proposals	
Vendor	**Proposal**
Winkler Services	$26,904
On Target Tree and Shrub Service	$28,557
Progressive Tree Service	$29,940
Oakleaf Treeworks	$33,066
Robert W. Hendricksen Tree Care	$44,459

Winkler Services LLC of Bellwood, Illinois submitted the lowest, responsible proposal. The Village has used Winkler's Tree Service for smaller parkway tree treatment work and is confident in their ability to perform this work for the Village. Staff recommends Village Board approval of a Resolution authorizing an agreement for the treatment of American Elm Trees. Staff will be present at the Village Board meeting to answer any questions that may arise.

A Resolution Authorizing an Agreement for the Treatment of 48 American Elm Parkway Trees.docx
Exhibit A - Agreement for the Treatment of Elm Trees.pdf

Resolution _____

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

A Resolution Authorizing an Agreement for the Treatment of 48 American Elm Parkway Trees

is hereby adopted, as follows:

Section 1. Recitals.

The Village is responsible for the management and maintenance of its parkway trees. In March 2024, Village staff solicited proposals from vendors for the treatment of certain specimen American Elm parkway trees with fungicide to mitigate the likelihood of loss due to Dutch Elm Disease ("***Services***"). Winkler Services LLC of Bellwood, Illinois ("***Vendor***") submitted the lowest most responsive and responsible proposal for the Services. Staff recommends entering into an agreement with the Vendor for the Services in the amount of $26,904 ("***Agreement***")

The Agreement allows for up to three one-year renewals upon mutual agreement between the Village and Vendor with unit cost increases not exceeding the local consumer price index (CPI). The Vendor has provided satisfactory service to the Village in the past.

Due to various unforeseeable factors in this type of project, Village staff recommends authorizing the Village Manager to enter into one or more change orders to the Agreement for additional unforeseen items of work necessary to complete the project in an amount not to exceed $2,000.

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

The Village Manager and Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Vendor; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Authorization to Execute Change Order.

The Village Manager is authorized to execute one or more Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Agreement in the amount of $2,000 subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of

Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

Village President

Village Clerk

VILLAGE OF NORTHBROOK

REQUEST FOR PROPOSALS

OWNER:
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

Owner will receive sealed proposals for the Work generally described as follows:

The treatment of parkway American elm trees for prevention of Dutch Elm Disease.

TO BE SUBMITTED TO: **Northbrook Public Works, 655 Huehl Road, Northbrook, Illinois 60062, attention Terry Cichocki, BEFORE 10:00 A.M., April 25, 2024.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. Proposals must include the attached reference form with their submittal. Contractors with extensive experience in municipal tree maintenance will be preferred.

Clarifications

Owner reserve the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened. Proposals must include 3 references from current clients whom you have served by providing this service for the past 3 years.

Opening of Proposals

Owner will receive sealed Bidders' Proposals for the Work until 10:30 a.m., local time, Thursday, April 25, 2024 at the Public Works Center, 655 Huehl Road, Northbrook, IL 60062, at which time, or as soon thereafter as possible, all Bidders' Proposals will be opened and read aloud. Bids may be emailed to Terry.Cichocki@northbrook.il.us. **If not offering a bid, please notify Terry Cichocki prior to the bid opening.**

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owners may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserve the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

No Bid

If you choose not to submit a proposal, please notify Terry Cichocki at terry.cichocki@northbrook.il.us

DATED this 15th day of April, 2024

VILLAGE OF NORTHBROOK

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR THE
2024 DUTCH ELM DISEASE PREVENTATIVE TREATMENT PROGRAM

Full Name of Bidder WINKLER SERVICES LLC ("Bidder")

Principal Office Address 114 MANNHEIM RD, BELLWOOD IL 60104

Local Office Address SAME

Contact Person KEVIN HALBERT E-Mail INFO@WINKLERTREE.COM

Phone 709-544-1219 Fax —

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Terry Cichocki, Village Forester

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and Specifications (Attachment B), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the treatment of parkway elm trees at various locations in the Village of Northbrook (the "Work Site").

2. Permits: Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes: Pay all applicable federal, state, and local taxes;

5. Miscellaneous: Do all other things required of Bidder by this Contract/Proposal; and

6. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency,

and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, the sum of products resulting from adding the total cost for each annual task for each site as set forth in the cost tables of Attachment A.

FILL OUT THE TABLES OF UNIT PRICES UNDER THE SCHEDULE OF PRICES IN ATTACHMENT A.

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

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

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserve the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

The Bidder shall submit to Owner monthly a written request for payment based on the amount of Work completed and services provided since the previous request for payment. Requests for payment must be submitted no later than the first day of each month for consideration and approval of payment by Owner at the Board of Trustee meetings normally held on the second and fourth Tuesday of each month. Each request for payment shall include a description (location, genus and size list) of all work completed, copies of all approved emergency service work orders, required copies of certified payrolls, waivers and all other required attachments. Improper or incomplete requests for payment will not be submitted to Owner's Board of Trustees for payment until all disputes have been resolved or removed from the request for payment.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall prepare to commence the Work within the timeframe specified in Attachment A-1 provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with the schedule approved pursuant to the Specifications. The term of this Contract/Proposal shall terminate on April 30, 2025 unless otherwise extended as provided in Attachment A-1.

4. Financial Assurance

A. Bonds: Not Required.

B. Insurance: If this Contract/Proposal is accepted and for each year in which this Contract/Proposal is renewed, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days following Owner's acceptance, or the execution of any renewal, of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:
Worker's Compensation: Statutory
Employer's Liability: $500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws: The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred: Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified: Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. **Acknowledgments**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance: Owner are relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights: Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Bidders.

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

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

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

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

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

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

I. Assignment: Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

DATED this 17 day of APRIL, 2024

Bidder's Status: ( ) _____ Corporation ; ( ) _____ Partnership; (X) Individual Proprietor LLC
(State) (State)

Bidder's Name: WINKLER SERVICES LLC

Doing Business As (if different): WINKLER TREE & LAWN CARE

Signature of Bidder or Authorized Agent: [signature]

(corporate seal if corporation)

Printed Name: KEVIN HALBERT

Title/Position: OWNER (SOLE MANAGING MEMBER)

Bidder's Business Address: 114 MANNHEIM RD, BELLWOOD IL 60104

Bidder's Business Telephone: 708-544-1219 Facsimile: —

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners:

NAME	TITLE	ADDRESS
KEVIN HALBERT	SOLE MANAGING MEMBER	1038 GREENWOOD AVE WILMETTE, IL 60091

Plant Health Care Technician on Staff: JOE SINGER (MANAGER)

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("Owner") this _____ day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III

Title: Village Clerk

By: _____
Cara Pavlicek

Title: Village Manager

ATTACHMENT A

SCHEDULE OF PRICES
2024 DUTCH ELM DISEASE PREVENTATIVE TREATMENT PROGRAM

After becoming familiar with the general conditions, special conditions, specifications and addenda attached hereto, the undersigned offers the following prices including all supervision, labor, materials and equipment for providing Dutch elm disease preventative treatments on Village owned parkway elm trees.

For providing, performing, and completing all Work, the sum of products resulting from adding the total cost for each item as set forth in the following cost tables.

Line	Unit Price Item	Unit	Unit Price	Estimated Number of Units	Extension
1	Arbotect 20-S Injections at 2.4 fl. Oz/DBH in (3- season treatment)	DBH	$ 17.90	1,503	$ 26,903.70

*Quantities are estimated for bidding purposes only. Exact quantities of each pay item will vary.

ADDITIONAL PROPOSAL					
Line	Unit Price Item	Unit	Unit Price	Estimated Number of Units	Extension
	Supplemental watering if needed	Hour	$ 100.00	20	$ 2,000.00

Note: As outlined in Section 2(b)(4) of the Contract, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserve the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

ATTACHMENT A-1

SPECIFICATIONS FOR THE 2024 DUTCH ELM DISEASE PREVENTATIVE TREATMENT PROGRAM

General Objective. The primary objective of these specifications is to define the conditions under which elm trees in public parkways are to be treated for prevention of Dutch elm disease using the Rainbow Ecoscience ™ High Volume Pump Kit. In total, the base bid for the 2024 Dutch Elm Disease treatment program shall include the treatment of 43 parkway elm trees with trunk diameters ranging in size from 17 inches to 42 inches and totaling 1503 inches diameter at breast height. While the term of the contract is from May 1, 2024 to April 30, 2025, **all work must begin after May 1, 2024 and be completed by August 31, 2024.**

Depending on weather conditions the contractor may also be required to water trees prior to treatment to ensure successful absorption of chemicals. This will occur at the discretion of the Village Forester.

Background. The amount of work that must be completed before August 31st is identified in Attachment B. It is understood by the Contractor that the quantities of trees listed are an estimate of the work to be completed. Contractor will be required to check tree DBH for each individual tree. If different from the listed DBH, Contractor will be required to update the spreadsheet with the correct DBH and treat according to that updated size.

Scope of Services. The successful contractor shall furnish all supervision, labor, tools, equipment, and materials necessary to treat parkway Elm trees, including watering when necessary, to ensure successful treatments.

PART 1. - GENERAL PROVISIONS

1.1 Administration and Additional Work. The bidder will be under the direct administration of the Director of Public Works (Director) or his designee. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and the Director and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said work.

1.2 Work Crew Supervision and Certification. The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse fluently in the English language and shall be authorized by the Contractor to accept and act upon all directives issued by the Director or his designee. Failure of the Supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

1.3 Protection of Public and Private Property. The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice obviously hazardous in the opinion of the Director or his designee shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The Contractor shall comply with all applicable OSHA, IDOL, and other Federal and State safety standards.

1.4 Observance of Laws, Ordinances and Regulations. The Contractor at all times during the term of this contract, shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

1.5 Location and Schedule of Work. See Attachment C for address locations of elm trees to be treated under this contract. The Contractor shall prepare a schedule (route) for treatments and provide to the Village Forester.

1.6 Working Hours. The Contractor will be allowed to schedule its normal work hours between 7:00 AM and 4:00 PM Monday through Friday. Work during other hours will be allowed only as authorized by the Director or his designee. No extra compensation will be allowed for Saturday work.

1.7 Licenses and Permits. Pursuant to Section 1.A (2) of the Contract/Proposal, the Contractor shall, at its expense, procure all necessary licenses and permits needed to conduct the Work required under the terms of this contract.

1.8 Subcontracts. The Contractor will not be allowed to subcontract work under this contract unless prior written approval is granted by the Director. The Subcontractor, if approved, shall be bound by the conditions of the contract between the Owner and the Contractor.

1.9 Measurement and Payment. Tree treatments shall be paid for on a per inch basis for each treatment at the contract unit price specified. The size of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of trees shall be measured at a height of 4½ feet above the average ground level at the tree. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 14.5 - 14.9 = 15" DBH) and rounding down to occur at increments lower than ½ inch (i.e. 14.1 – 14.4 = 14" DBH).

1.10 General Bidding and Order Information.
One bidder will receive notification of successful bid afterward. Treatments may begin after May 1st, 2024 as weather permits, however the Village must first issue a Purchase Order and Resolution for the treatment work to begin. If this Agreement is renewed as outlined in Section 1.11 of this Attachment, treatment may begin on or after May 1 of each subsequent renewal year provided that the Village has issued a Purchase Order and Resolution authorizing renewal of this Agreement.

1.11 Term of Agreement.
The initial term of this agreement shall be for one (1) year commencing on May 1st, 2024 and expiring April 30th, 2025 or when all trees treatments are completed for the program year. The term of the agreement may be extended for one year periods for a maximum of three (3) additional years, if approved and accepted in writing by both the Contractor and the Village prior to May 1st of the appropriate year. The initial agreement places no obligation on the Village to appropriate funds for Dutch Elm Disease treatment beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village for this work.

The Village reserves the right to cease treatments upon written notice to Contractor for non-performance which may include not providing daily reports as required, improperly injecting trees, failure to communicate with Village Forester or other breaches to terms outlined in these Specifications. Upon written notice, the Village reserves the right to transfer remainder of work to second lowest qualified bidder as agreed.

1.12 Payment Escalation.
In the event this agreement is extended in accordance with the "Terms of Agreement", the Contractor may, prior to or during the extended agreement terms, raise the price for services to be performed under the extended agreement by giving written notice to the Village. The increase shall not exceed the annual average increase in the Chicago-Naperville-Elgin Consumer Price Index for all urban consumers (available through the Bureau of Labor Statistics 312/353-1880) for the previous twelve month period. The increase in agreement price shall be effective thirty (30) days after the written notice is given. Only one increase shall be allowed in any agreement extension period. The Village may elect to re-bid the service in the event of such notice, but shall be obligated to re-bid if a notice of price increase exceeds the Consumer Price Index for the Chicago Metropolitan area.

PART 2. - TREE TREATMENTS

2.1 Application Directions for DED Treatments
The contractor will be required to supply all equipment and supplies incidental to injections with Arbotect® 20-S in the manner set forth on the label as specified for a three-year preventative treatment. The contractor shall use the Rainbow

Ecoscience™ High Volume Pump Kit or equivalent injection system capable of proportioning the proper "Arbotect® to water" ratio. Injection holes will be drilled using a 15/64" high-helix drill bit. Holes will be drilled into the root flares no more than one (1) inch deep and are to be perpendicular to the injection site. Using the pre-calculated length as per manufacturer's procedures.

All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight (8) to ten (10) inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling.

Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits. The excavated area should extend up to one (1) foot away from the base of the tree, and may be from 8 to 12 inches deep, depending upon the accessibility of the root flares.

The project is to be completed under the direction of the Village Forester, or designee, and the viability of all Arbotect® 20-S fungicide used and the method of performing the work shall, at all times, be subject to review by the Village Forester or designee. The Village Forester or designee shall have the authority to decide questions which arise as to quality and acceptability of materials furnished and work performed. The Village Forester also maintains the right to require sign off from the equipment manufacturer to ensure that proper training has occurred in order to perform the requested treatments to specification.

2.2 Reports.

Written weekly progress reports are required and shall include the following minimum information:

1. Trees Treated (location, size, date treated-follow the list supplied with this bid)
2. Amount of Arbotect®20-S fungicide injected.
3. Number of drill bits used.
4. Number of hours spent watering. Gallons of water used. How long the process took.
5. Any other field observations regarding the condition of the tree, including updated DBH if applicable.
6. Receipts for Arbotect® 20-S purchases must be included with job name, Village of Northbrook, clearly specified. Quantity of material purchased and date of purchase must be included.

Note: Failure to provide reports and product purchase receipts may result in delayed payment or revocation of the contract. Include the KORD weather reports with the weekly reports. If product was purchased prior to contract awarded, please provide proof that product was purchased and is in inventory to be allocated for the use of this contract

Base your treatment price on treating the American Elms listed in Attachment B. Indicate cost for watering, if needed, on a per hour basis.

PART 3. - FORFEITURE

The Owner retain the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal or neglect of the Contractor to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the Contractor to proceed with the work in accordance with the requirements and conditions of the specifications. Should the Contractor fail to meet the specifications and deadlines set forth, Owner reserves the right to notify Contractor in writing within 15 days that their services are not in compliance and termination of services has been initiated. A penalty of $100.00 per day will be assessed and deducted from payment until which time the work is completed according to the specifications or Contractor terminates services with the Village of Northbrook.

Issuance of the notice by the Owner shall be indication of the intentions of the Owner to take the work out of the control of the Contractor and to re-let the work to other contractors. The cost of completing all the work and all expenses incurred by the Owner in completing the contract shall be charged to the Contractor and shall be deducted and paid by the Owner out of such monies as may be due or may become due to said Contractor. Any deficiencies of monies required to complete the contract by others shall be paid to the Owner by the Contractor forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the Owner to declare the

contract in default, such default shall in no case relieve the Contractor or its bondsman of any of the conditions of the contract.

ATTACHMENT B
AMERICAN ELM TREES TO BE TREATED FOR PREVENTION OF DED

2024 American Elm Treatments with Arborect				Inventory
Tree #	Address	Location	Cond.	DBH
3N44	1129 Blackthorn Ln.	10' S. of Dr., 15' E. of Rd.	2	30
3N84	1038 Butternut Ln.	30' S. of Dr., 10' W. of curb	1	25
3N104	1041 Butternut Ln.	4' S. of Dr., 10' E. of Rd.	1	28
3Q166	1903 Big Oak Ln.	43' E. of Xwlk on Big Oak, 2' EOC	1	30
4N137	2224 Maple Ave.	27' W. of Dr., 5' N. of curb	1	37
4N203	2302 Walters Ave.	on Briarwood-21' N. of Dr.	2	36
4N204	2302 Walters Ave.	36' S. of S. Dr. on Briarwood, 5' W. of Rd.	2	28
4N205	2302 Walters Ave.	40' W. of Briarwood on Walters, 3' N. of curb	2	31
4N277	2302 Walters Ave.	20' N. of Walters on Briarwood	2	27
4N307	2245 Catherine St.	66' S. of Xwlk on Briarwood	2	34
4N318	2207 Catherine St.	17' W. of Dr., 5' S. of curb	2	31
4N324	2220 Catherine St.	3' E. of Dr., 5' N. of curb	1	20
4N325	2220 Catherine St.	24' W. of Dr., 5' S. of curb	2	35
4N457	2341 Catherine St.	28' W. of Frt. Wlk.	2	35
4N342	2225 Chestnut St.	31' W. of Dr., 3' S. of curb	2	36
4N40	2316 Illinois Rd.	23' E. of Dr., 5' N. of curb	2	38
4P118	1339 First St.	85' S. of Dr., 3' E. of curb	2	38
4P119	1339 First St.	47' S. of Dr., 3' E. of curb	2	34
4P120	1340 First St.	42' S. of Dr., 4' W. of curb	2	28
4P55	2115 Oak Ave.	3' E. of Dr., 5' S. of curb	2	41
4P43	2118 Illinois Rd.	29' W. of Dr., 5' N. of curb	1	35
4P13	2045 Illinois Rd.	4' W. of Dr., 5' S. of curb	1	36
4P14	2037 Illinois Rd.	5' E. of Dr., 5' S. of curb	2	33
4P15	2031 Illinois Rd.	26' W. of Dr., 5' S. of curb	2	39
4P16	2027 Illinois Rd.	36' W. of Dr., 5' S. of curb	1	39
4P18	2015 Illinois Rd.	15' W. of Dr., 5' S. of curb	1	42
4P25	2030 Illinois Rd.	4' E. of Dr., 5' N. of curb	2	42
4P26	2036 Illinois Rd.	24' W. of Dr., 5' N. of curb	2	39
4P27	2040 Illinois Rd.	16' W. of Dr., 5' N. of curb	2	39
4P19	1544 Shermer Rd.	53' W. of Dr. on Illinois	2	36
4P20	1544 Shermer Rd.	3' W. of Dr. on Illinois	2	31

4P21	1530 Shermer Rd.	15' E. of Alley Dr. on Illinois	2	32
4P79	2105 Maple Ave.	23' W. of Dr., 5' S. of curb	1	46
4P81	1440 Cedar Ln.	34' W. of Xwlk on Maple	2	38
4R91	1706 Oak Ave.	5' E. of Dr., 5' N. of curb	2	38
4Q39	1815 Oak Ave.	17' E. of Dr., 5' S. of curb	2	42
4Q40	1811 Oak Ave.	10' W. of Frt. Wlk., 5' S. of curb	2	31
4Q41	1811 Oak Ave.	7' E. of Dr., 5' S. of curb	2	37
4Q7	1919 Oak Ave.	37' W. of Dr., 5' S. of curb	1	44
4R1	1545 Spruce St.	47' S. of Dr., 3' E. of curb	2	41
4R3	1545 Spruce St.	3' N. of Dr., 5' E. of curb	2	36
4R127	1515 Church St.	22' N. of Dr., 7' E. of Rd.	2	32
4R4	1543 Spruce St.	12' N. of Dr., 5' E. of curb	2	33
	43 trees	**Total DBH Inches**		**1503**

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
AMERICAN ELM TREATMENTS
ATTACHMENT C - REFERENCES

REFERENCES

Please provide three references with whom your company currently has a contract for services similar to those outlined in this request for proposals. Municipal references preferred.

Client: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Client: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Client: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Project name	Municipal pruning	Municipal pruning	Municipal pruning	Municipal pruning	Municipal pruning	Municipal pruning
Recent project	March 2024	April 2024	November 2023	April 2024	January 2024	December 2023
Organization	Village of Wilmette	Village of Addison	City of Elmhurst	Village of Burr Ridge	Village of Homewood	Village of Brookfield
Contact	Kevin Sorby	Tim Tokarz	Mark Stevens	Nick Just	Brian Doerr	Vince Smith
Address 1	1200 Wlmette Ave	1 Friendship Plz	209 York St	7660 S County Line Rd	17755 S Ashland Ave	8820 Brookfield Ave
Address 2	Wilmette, IL 60091	Addison, IL 60101	Elmhurst, IL 60126	Burr Ridge, IL 60527	Homewood, IL 60430	Brookfield, IL 60513
Phone	(847) 853-7600	(630) 620-2020	(630) 530-3126	(630) 918-7361	(708) 206-3470	(708) 308-9449
Email	sorbyk@wilmette.com	ttokarz@addison-il.org	mark.stevens@elmhurst.org	njust@burr-ridge.gov	bdoerr@homewoodil.gov	vsmith@brookfieldil.gov

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2024-05-28
Subject: An Ordinance Providing for the Disposal of Surplus Vehicle

Overview
This Ordinance declares Unit #223, a 2008 International dump truck with snow plow, surplus and authorizes its disposal via trade-in.

Fiscal Impact
Trans Chicago Truck Group of Elmhurst, Illinois offered a trade-in value of $21,000 for the purchase of the 2008 International dump truck. This trade-in value will offset the purchase price of the new vehicle which was approved with Resolution 2023-194.

Recommendation
Approval.

Background
As part of the annual Capital Improvement Plan and Budget processes, the Village evaluates the overall condition of its vehicles and equipment and recommends replacements based on a given item's age, condition, maintenance history and mileage. Included in the FY 2024/2025 budget, Resolution 2023-194 (attached) authorizes the replacement of Unit #223, a 2008 International dump truck with snow plow currently used by the Public Works Department. Trans Chicago Truck Group of Elmhurst, Illinois offered a trade-in value of $21,000 for the old vehicle.

As such, staff recommends Village Board approval of an Ordinance declaring Unit #223 surplus and authorizing its disposal via trade-in upon receipt of the new vehicle, unless the Village Manager determines it is in the Village's best interest to dispose of it prior to that point. Staff will be available at the Board of Trustees meeting to answer any questions that may arise.

An Ordinance Providing for the Disposal of Surplus Vehicle.docx
Exhibit A - Resolution 2023-194 - A Confirming Resolution Authorizing the Purchase of a Replacement Dump Truck Chassis.pdf

Ordinance _____

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

An Ordinance Providing for the Disposal of Surplus Vehicle

shall be, and is hereby, adopted as follows:

Section 1. RECITALS.

The Village of Northbrook purchased a new dump truck with Resolution 2023-194 to replace the current Unit #223, a 2008 International dump truck (***"Existing Unit #223"***). Due to uncertain lead times in the delivery of vehicles, the Village did not surplus the Existing Unit #223 with Resolution 2023-194. Now that the chassis of the new replacement vehicle is nearing completion and upfitting of the vehicle is expected to start shortly, the Village is confident in disposing of the Existing Unit #223.

Section 2. DISPOSAL OF SURPLUS EQUIPMENT.

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that the following equipment is no longer necessary or useful to the Village and the best interests of the Village would be served by disposal of this equipment:

Unit #223 (VIN:1HTWCAAR28J650025) 2008 International Dump Truck

Section 3. MANNER OF DISPOSAL.

The Village Manager is hereby authorized and directed to convey Existing Unit #223 to be traded-in to Trans Chicago Trucks, of Elmhurst, Illinois after the replacement vehicle has been received, unless it is determined by the Village Manager that it is in the Village's best interest to trade-in the vehicle prior to that time.

Section 4. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law, but in no event prior to June 7, 2024.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

Village President

Village Clerk

Resolution 2023-194

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

A Confirming Resolution Authorizing the Purchase of a Replacement Dump Truck Chassis from Trans Chicago Truck Group of Elmhurst, Illinois

is hereby adopted, as follows:

Section 1. RECITALS.

As part of the Capital Improvement Plan (CIP) and Budget preparation processes, the Village evaluates the overall condition of its fleet and recommends replacements based on age, condition, maintenance history, and mileage.

Within the draft 2024/2025 Capital Improvement Plan, there is an allocation for the replacement of Unit #223, a 2008 International dump truck equipped with a front plow. In the course of vehicle replacements, the Village often collaborates with purchasing cooperatives like Sourcewell, formerly known as the National Joint Powers Alliance. These organizations specialize in competitive government purchasing, enabling the Village to secure more favorable pricing through economies of scale. Sourcewell has awarded a contract (Contract No. 060920) for a Freightliner chassis with a dump body, 11-foot polymer snowplow, and 8-foot steel wing plow to Trans Chicago Truck Group of Elmhurst, Illinois (the "Vendor"). This contract aligns with the Village's requirements for a replacement truck while satisfying competitive procurement standards.

The FY 2023/2024 budget does not contain sufficient funding in Account No. 11-4100-708-00 for this purchase. An opportunity arose when a dealer contacted the Northbrook Public Works Department, notifying the Department of the availability of this equipment. However, this opportunity comes with a tight deadline of two weeks to submit a purchase order. Collaborating with the Village Manager's Office, staff emphasized the significance of seizing this opportunity, effectively bypassing the two-year lead time and expediting the order process. For these reasons, staff seeks a confirming resolution to facilitate the procurement of a new chassis. A budget amendment will be submitted by the Finance Department.

Section 2. AUTHORIZATION OF EXPENDITURE.

The Village Manager is hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of one Freightliner dump truck complete with snowplow and wing plow from the Vendor in an amount of $105,338.

Section 3. EFFECTIVE DATE

This Resolution shall be in full force and effect immediately after its passage and publication as provided by law.

Adopted: 11/28/2023

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Johannah Hebl, Trustee
SECONDER:	Heather Ross, Trustee
AYES:	Israel, Ross, Hebl, Pepoon, Ebhomielen, Collison
ABSTAIN:	Kathryn Ciesla, President
ABSENT:	None

/s/ Kathryn L Ciesla
Village President

ATTEST:

/s/ A.C. Buehler, III
Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Staff Liaison to the Senior Services Commission Anita Bozic
Date: 2024-05-28
Subject: Motion to Approve the Senior Services Commission Recommendation for Crestwood Place Rent Increase, as modified by staff

Overview
The Senior Services Commission is tasked with overseeing the operations (in conjunction with the Management Company) and providing recommendations for capital projects, debt issuances, rent increases, and other pertinent matters for Village Board consideration and approval. The proposed modifications impact rent structure over calendar years 2025 and 2026.

Fiscal Impact
Once fully implemented, it is estimated that the annual rent increases will generate an incremental $25,000 in rental revenue per year for the Senior Housing Fund which can be accrued and used toward either operating or capital expenses.

Recommendation
Approval.

Background
The Village of Northbrook owns and operates the Crestwood Place Senior Residence facility ("Crestwood Place"). Crestwood Place is operated as an affordable independent living option for Northbrook residents and their relatives who seek to remain in the community as they age.

Since 2015, the rental rates at Crestwood Place have increased three times. In 2015, the rental rate for all "*new move-ins*" increased to $634 per month. In 2019, the Board approved an increase from $634 to $665 per month for all "*new move-ins*" and a 5% increase for all annual lease renewals. In February 2022, the Board approved an increase from $665 to to $695 per month for all "*new move-ins*" and a 4.5% increase for all annual lease renewals to be spread over two annual lease periods at the rate of 2.25% per annual lease period.

The Village has incurred significant capital improvement costs for Crestwood Place in the recent years, including $780,000 for masonry and tuckpointing and $435,000 for replacement of elevators controls. Due to aging of Crestwood's buildings, ongoing building repairs have increased in the recent years and additional significant capital improvements will be required in the coming years, including roof and window replacements.

The FY 2025 budget for the Senior Housing Fund includes a refreshed capital maintenance study for Crestwood Place. The study will provide a road map for Crestwood Place capital improvements for the next ten years. In addition, the Village issued bonds in September 2021, which included approximately $1,460,000 for capital improvement projects at Crestwood in FY 2022 and FY 2023. The annual debt service cost over the next several years will range from approximately $89,000 to $94,000 per year.

The Senior Services Commission is tasked with overseeing the operations (in conjunction with the Management Company) and providing recommendations for capital projects, debt issuances, rent increases, and other pertinent matters for Village Board consideration and approval. The last two-part rental increases occurred on May 1, 2022 from $665/month to $680/month and again on May 1, 2023 from $680/month to $695/month, for the majority of leases.

At its March 14, 2024 meeting, the Senior Services Commission approved a recommendation that the Village Board authorize the following rental rate increases for FY 2025 as follows:

- The rental rates for all "*new move-ins*" to be raised from $695 to $730 (5.0%) per month, and that all other lease renewals contain an increase in the rental rate of 5.0% to be spread over two years at the rate of 2.50% per year, effective January 1, 2025.

Staff concurs with the recommendation of the Senior Services Commission to increase rents. However, to simplify the rate structure between existing and new tenants, staff is proposing slight modifications to the rent structure over calendar years 2025 and 2026 as previously described.

1) For existing leases, upon annual renewal (the timing differs for each lease), leases that renew on or after January 1, 2025 would be increased by 2.5% (rounded up to the highest dollar) and then another 2.5% (rounded up) upon the second renewal term on or after January 1, 2026. Increases, if any, subsequent to January 1, 2027 will be proposed by the Commission at a future date.

2) For new move-ins/leases, the rental amount shall equal the highest then-current lease amount paid for that particular sized unit.

Example: Lease A and B are both 1-bedroom units currently paying $695/month. Lease "A" renews on January 15th and Lease "B" renews on October 15th. The rent for Lease "A" will adjust from $695 to $713/month on January 15, 2025 and Lease "B" will adjust from $695 to $713/month on October 15, 2025. New rental/move-in Lease "C", also a 1-bedroom unit, is signed on February 15, 2025. The starting rent for Lease "C" will be $713/month as to match the highest current rent being paid for that size unit.

Staff discussed these modifications with the Senior Services Commission Chair, who concurred.

Crestwood Rent Increase Chairman Memo 4-11-24.pdf

MEMORANDUM

To: The Board of the Trustees
From: Chairman, Senior Services Commission
Date: April 11, 2024
Subject: Rent Increase Recommendation for Crestwood Place

BACKGROUND

1. RENT INCREASE HISTORY:

a. In 2015, the Senior Services Commission recommended approval of an increase in apartment rental rates for *"new resident move-ins"* at the Village-owned Crestwood Place Senior Residence facility to $634 per month.
b. At its January 2019 budget planning session, the Senior Services Commission recommended an increase in rental rates for *"new resident move-ins"* from $634 to $665 and a 5% increase in rent for all annual lease renewals effective May 1, 2019.
c. Commencing May 1, 2022, rental rates for apartments were increased for *"new resident move-ins"* to $695 (4.5%) per month. *"Annual lease renewals"* would receive a rental rate increase of 4.5% to be spread over two years at the rate of 2.25% per year.

2. THORNTON TOMASETTI REPORT:

In September, 2014 Thornton Tomasetti, Inc. conducted a survey of Crestwood Place property and physical plant and prepared a report to assist with the long-range planning for anticipated capital expenditures. The cost of the 2014 study was approximately $20,000. At this time, the Senior Services Commission recommends that the Village Board authorize staff to solicit a proposal from the Thornton Tomasetti, Inc. to complete an updated study during FY 2025 for the purpose of refreshing the cost estimates and to assist with the planning and prioritization of capital improvements over the next ten years. The FY 2025 draft budget includes the estimated cost of the study of $38,000.

3. PREVIOUS CAPITAL IMPROVEMENTS:

a. The Senior Services Commission has previously recommended the following capital improvement projects which the Village Board has approved and these projects are completed:

- Replacement of apartment showers – $475,000
- Replacement of apartment toilets – $30,000
- Installation of security system – $36,000
- Replacement of door closer devices in apartments – $20,000
- Installation of lever-type door handles in apartments – $20,000
- Entrance Door Card reader system - $18,000
- Renovation of public restroom - $30,000
- Resurfacing of parking lot - $130,000

- Masonry and tuckpointing - $125,000
- Replacement of building HVAC equipment - $32,000
- Replacement of lobby carpet & repair retaining wall - $20,100
- Masonry and tuckpointing - $780,000
- Replacement of elevators controls - $434,756

b. Future Fiscal Year capital improvements with estimated costs are shown below. The first item is included in the FY 2025 Budget and the second, third and fourth items were included in the Thornton Tomasetti report and FY 2024-2028 Capital Improvements Plan:

1. Replacement of water heaters - $270,000
2. Roof coating restoration Buildings A & B - $280,000
3. Roof replacement Building C - $340,000
4. Replacement of window sealants - $185,000

4. **BOND ISSUANCE:**

The Village issued bonds in September 2021, which included approximately $1,460,000 for Crestwood FY 2021/22 and FY 2022/23 capital improvement projects. The annual debt service cost is approximately $90,000.

RECOMMENDATION

1. **RENTAL INCREASE:**

a. The Senior Services Commission Chairman is recommending that the rental rates for *"new move-ins"* be raised to $730 (5%) per month and that all other *"lease renewals"* contain an increase in the rental rate of 5%, to be spread over two years at the rate of 2.5% per year effective January 1, 2025.

b. After full implementation, the increase will generate approximately $50,000 additional rental revenue annually. Staff believes that the additional annual revenue will help offset the annual debt service cost related to capital expenditures as well as the repayment of the bond proceeds and will help offset increases in overall capital and contractual expenditures due to annual inflation adjustments.

2. At its March 14th, 2024 meeting, the Commission discussed the issue of rental increases at Crestwood Place and recommends that the Village Board approve the increase set forth in paragraph 1.a. above. .

Respectfully submitted,

Fred R. Rosenberg

Fred R. Rosenberg, Chairman
Senior Services Commission

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2024-05-28
Subject: A Resolution Approving a Five-Year Agreement with MissionSquare Retirement for Internal Revenue Service Code Section 457 Plan Administration, Advisory, and Investment Services

Overview
The Village utilizes the services of MissionSquare Retirement (previously ICMA-RC) to provide 457 Plan Retirement Services to employee and retiree plan participants. The current five-year Agreement was executed on August 13, 2019 and will expire on August 13, 2024.

Fiscal Impact
None to the Village. Fees are paid by participant earnings and/or investment account balances.

Recommendation
Approval.

Background
The Village's current Agreement with MissionSquare Retirement (previously ICMA-RC) was executed on August 13, 2019 and has an initial term of five years. If the Village takes no action, the existing Agreement will continue to automatically renew for subsequent one-year terms unless either party provides the other with sixty-days notice to terminate prior to each one-year automatic renewal term.

By signing a new five-year agreement with MissionSquare, participants will see a slight reduction in weighted average investment fees equating to about six basis points, or .06%. While this may not be a significant savings on an individual participant basis, in aggregate across all investment accounts, this equates to about $29,000 per year in savings for 457 plan participants.

Included in this agenda item is a comparison of fees between the existing plan and the recommended renewal plan along with a copy of the new Agreement.

Staff recommends entering into a new five-year Agreement and continuing the relationship with MissionSquare rather than allowing the existing Agreement to automatically renew for successive one year terms.

A Resolution Approving a Five-Year Agreement with MIssionSquare Retirement for Internal Revenue Code Section 457 Plan Administration, Advisory, and Investment Services
Exhibit A - MSQ Agreement 081324.pdf
Exhibit B - Village of Northbrook Change from R5 to R7 share class.pdf

Resolution 2024-

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

A Resolution Approving a Five-Year Agreement with MIssionSquare Retirement for Internal Revenue Code Section 457 Plan Administration, Advisory, and Investment Services

is hereby adopted as follows:

Section 1. RECITALS,

The Village previously entered into a five-year Agreement with ICMA-RC (now Mission Square) in August 2019 for Section 457 Plan Administration, Advisory, and Investment Services. Upon the upcoming expiration of the five-year term in August 2024, the existing Agreement will automatically renew in one-year increments unless notice of termination is provided by either party at least sixty days prior to the end of the initial five-year term and/or each succeeding incremental one-year renewal term.

The Village desires to enter into a new 457 Plan Agreement ("***Agreement***") with MissionSquare Retirement ***("Vendor")*** to continue receiving the same 457 Plan Administration, Advisory, and Investment Services and have sufficient time to provide its sixty-day notice to terminate the August 2019 Agreement.

The new five-year Agreement will provide the Village's Section 457 participants with the same investment options as the prior Agreement, however, the weighted average expense ratio ("investment fees") shall be six (6) basis points (.06%) less for plan participants. In aggregate, this is expected to save plan participants an initial estimated annual $29,000 based on current investment balances.

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interest of the Village and its Section 457 employee participants and retirees. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

Section 2. APPROVAL OF AGREEMENT.

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

Section 3. AUTHORIZATION TO EXECUTE AGREEMENT.

The Village Manager is hereby authorized and directed to execute on behalf of the Village said Agreement with MissionSquare Retirement.

Section 4. AUTHORIZATION OF EXPENDITURE.

Fees under the contract shall be netted against plan participant investment earnings or accounts and shall not be paid directly by the Village.

Section 5. EFFECTIVE DATE

The new Agreement shall become effective upon the latter of the date executed by both parties or August 14, 2024.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

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ADMINISTRATIVE SERVICES AGREEMENT

for

Village of Northbrook

Type: **457**

Account #: **300258**

MissionSquare RETIREMENT

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ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) August 13, 2024, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **Village of Northbrook** ("Employer"), an **Entity** organized and existing under the laws of the State of **Illinois** with an office at **1225 Cedar Lane, Northbrook, Illinois 60062**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

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AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any

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information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

(a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document,

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MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.

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(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

(a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.

(b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options**. Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1

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fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

(c) **Redemption Fees**. Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.

(d) **Payment Procedures**. All payments to MissionSquare pursuant to this Section **8** shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section **8** directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on (a) the assets of the Plan being invested in **R5** shares of the MSQ Trust Series Funds and MissionSquare Index Funds, and **R7** shares of all other MissionSquare Funds and (b) the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section **8** will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature

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line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on August 13, 2024, and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

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11. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.

(c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **MissionSquare**: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations

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of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Illinois**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

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In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

VILLAGE OF NORTHBROOK

By _____
Signature/Date

By _____
Name and Title (Please Print)

THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

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Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

(a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.

(b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

(i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

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available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.

(m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.

(o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.

(q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

MissionSquare RETIREMENT

Investment Name	Gross Expense Ratio	Investment Name	Gross Expense Ratio
MissionSquare Aggressive Opportun R5	0.81	MissionSquare Aggressive Opportun R7	0.71
MissionSquare Broad Market Index R5	0.2	MissionSquare Broad Market Index R5	0.2
MissionSquare Core Bond Index R5	0.2	MissionSquare Core Bond Index R5	0.2
MissionSquare Emerging Markets R5	1.11	MissionSquare Emerging Markets R7	1.01
MissionSquare Equity Income R5	0.75	MissionSquare Equity Income R7	0.65
MissionSquare Growth & Income R5	0.58	MissionSquare Growth & Income R7	0.48
MissionSquare Growth R5	0.77	MissionSquare Growth R7	0.67
MissionSquare Inflation Focused R5	0.62	MissionSquare Inflation Focused R7	0.52
MissionSquare International R5	0.95	MissionSquare International R7	0.85
MissionSquare Mid/Small Co Index R5	0.2	MissionSquare Mid/Small Co Index R5	0.2
MissionSquare MP Conservative Growth R5	0.76	MissionSquare MP Conservative Growth R7	0.66
MissionSquare MP Global Equity Grwth R5	0.77	MissionSquare MP Global Equity Grwth R7	0.67
MissionSquare MP Long-Term Growth R5	0.78	MissionSquare MP Long-Term Growth R7	0.68
MissionSquare MP Traditional Growth R5	0.77	MissionSquare MP Traditional Growth R7	0.67
MissionSquare Overseas Equity Index R5	0.27	MissionSquare Overseas Equity Index R5	0.27
MissionSquare PLUS Fund R5	0.77	MissionSquare PLUS Fund R7	0.67
MissionSquare Retirement IncomeAdv R5	1.67	MissionSquare Retirement IncomeAdv R5	1.67
MissionSquare Retirement Target Inc R5	0.72	MissionSquare Retirement Target Inc R7	0.62
MissionSquare Retirement Target 2015 R5	0.73	MissionSquare Retirement Target 2015 R7	0.63
MissionSquare Retirement Target 2020 R5	0.74	MissionSquare Retirement Target 2020 R7	0.64
MissionSquare Retirement Target 2025 R5	0.76	MissionSquare Retirement Target 2025 R7	0.66
MissionSquare Retirement Target 2030 R5	0.77	MissionSquare Retirement Target 2030 R7	0.67
MissionSquare Retirement Target 2035 R5	0.79	MissionSquare Retirement Target 2035 R7	0.69
MissionSquare Retirement Target 2040 R5	0.8	MissionSquare Retirement Target 2040 R7	0.7
MissionSquare Retirement Target 2045 R5	0.8	MissionSquare Retirement Target 2045 R7	0.7
MissionSquare Retirement Target 2050 R5	0.82	MissionSquare Retirement Target 2050 R7	0.72
MissionSquare Retirement Target 2055 R5	0.81	MissionSquare Retirement Target 2055 R7	0.71
MissionSquare Retirement Target 2060 R5	0.83	MissionSquare Retirement Target 2060 R7	0.73

MissionSquare RETIREMENT

Investment Name	Gross Expense Ratio	Investment Name	Gross Expense Ratio
MissionSquare Select Value R5	0.8	MissionSquare Select Value R7	0.7
MissionSquare Small Cap Discovery R5	0.86	MissionSquare Small Cap Discovery R7	0.76
MissionSquare 500 Stock Index R5	0.2	MissionSquare 500 Stock Index R5	0.2
MSQ AMG TimesSquare Mid Cap Gr R5	1.19	MSQ AMG TimesSquare Mid Cap Gr R5	1.19
MSQ BlackRock Equity Dividend R5	0.7	MSQ BlackRock Equity Dividend R5	0.7
MSQ Carillon Eagle Mid Cap Gr R5	0.73	MSQ Carillon Eagle Mid Cap Gr R5	0.73
MSQ Cash Management R5	0.46	MSQ Cash Management R5	0.46
MSQ Cohen & Steers Realty Shares R5	0.93	MSQ Cohen & Steers Realty Shares R5	0.93
MSQ Contrafund® R5	0.39	MSQ Contrafund® R5	0.39
MSQ Diversified International R5	0.85	MSQ Diversified International R5	0.85
MSQ Invesco Discovery R5	0.79	MSQ Invesco Discovery R5	0.79
MSQ Invesco Main Street R5	0.57	MSQ Invesco Main Street R5	0.57
MSQ JPMorgan Small Cap Value R5	1.01	MSQ JPMorgan Small Cap Value R5	1.01
MSQ MFS Value R5	0.55	MSQ MFS Value R5	0.55
MSQ Parnassus Core Equity R5	0.85	MSQ Parnassus Core Equity R5	0.85
MSQ PIMCO High Yield R5	0.82	MSQ PIMCO High Yield R5	0.82
MSQ Puritan® R5	0.47	MSQ Puritan® R5	0.47
MSQ T Rowe Price® Growth Stock R5	0.93	MSQ T Rowe Price® Growth Stock R5	0.93
MSQ Victory Sycamore Est Value R5	0.66	MSQ Victory Sycamore Est Value R5	0.66
MSQ Western Asset Cor Plus Bnd R5	0.53	MSQ Western Asset Cor Plus Bnd R5	0.53

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Date: 2024-05-28
Subject: Motion to Select a Preferred Vendor for Village Gateway Sign Design, Fabrication, and Installation

Overview
Following an RFQ and interview process, staff recommends selecting Right Way Signs as the preferred vendor for designing, fabricating, and installing Village gateway signs.

Fiscal Impact
While the per sign cost will depend on final design and selected materials, the Vendor estimated most gateway signs range between $20,000-$40,000 per sign. The FY 2024/2025 Budget includes $120,000 for gateway and wayfinding signage in Account # 40-7400-531-18. Right Way Signs has agreed to work with the Village to stay within any budget parameters set by the Village.

Recommendation
Approval.

Background

Village staff contacted more than twenty local signage companies, six of which responded to the Village's RFQ issued in February 2024 for Gateway Signage Design and Construction Services. After interviewing two finalists, staff is recommending Right Way Signs as the preferred vendor for this project.

Right Way Signs has successfully completed many projects for prestigious clients, earning accolades for their performance and reliability. While municipal gateway signage is not their main expertise, Right Way Signs has produced notable signs for Mellody Farms in Vernon Hills, Forza Meats in Glenview, and Ernest Hemingway's Birthplace Museum in Oak Park. Right Way Signs places a strong emphasis on design as a company and their RFQ response and interview gave the impression that the design, feedback, and re-design process would be robust. The owner of Right Way Signs lives in nearby Lake Forest and values the opportunity to do this project. In addition, Right Way Signs places a strong emphasis on quality control measures and has a team approach to design, fabrication, and installation.

If selected as the preferred vendor, next steps with Right Way Signs would include a project

kickoff meeting with Village staff to begin the design process. Final design and any costs associated with fabrication and installation will require board approval

Right Way Signs - Cover Letter.pdf
Right Way Signs - RFQ Response.pdf

Nicholas Glenn
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

March 22, 2024

Dear Mr. Glenn,

I am writing to you on behalf of Right Way Signs of Chicago, a premier firm specializing in the design, fabrication, and installation of custom exterior signage. As we express our keen interest in partnering with the Village of Northbrook for your new signage program, I would like to share a personal connection that further deepens our commitment to this project.

Our firm is unique in that we approach each project as a design firm first, ensuring creativity and aesthetic excellence lead the way. This approach is coupled with our commitment to building high-quality signage, ensuring that each piece we create is not only visually captivating but also embodies the essence of its environment.

Right Way Signs has a rich history of managing every aspect of the signage process. From initial design consultations to the meticulous crafting and strategic installation of each sign, our team is adept at transforming visions into tangible assets that enhance public spaces.

Our extensive portfolio, featuring diverse projects across various scales and throughout the country, is a testament to our ability to meet the unique requirements of each client, delivering results that exceed expectations. In Northbrook, we aim to bring this same level of dedication and expertise, offering signage solutions that are both innovative and reflective of the village's identity.

Choosing Right Way Signs means opting for a partner who understands the nuances of local branding and public messaging. As a local resident (in neighbooring Lake Forest) and business owner, I am excited about the opportunity to contribute to the visual narrative of Northbrook.

Thank you for considering Right Way Signs of Chicago for this exciting opportunity. We look forward to the possibility of a productive collaboration and the chance to make a significant impact on the visual landscape of Northbrook.

Warm regards,

Alex Perry
Cheif Executive Officer
Right Way Signs, LLC
312-560-2727
alex@rightwaysigns.com


RIGHT
WAY

COMPANIES & BRANDS WE HAVE WORKED WITH

























































Right Way Signs LLC, based in Chicago since 1970, is a full-service sign company renowned for delivering exceptional signage solutions to a diverse clientele. Our array of services encompasses the entire sign-making process, from the initial design phase through to project management, fabrication, and professional installation.

We specialize in a wide range of sign types, ensuring we can meet any signage need:

1. Commercial Signage: Ideal for businesses seeking to boost their brand visibility.
2. Outdoor Signs: Durable and designed to withstand the elements, perfect for exterior applications.
3. Indoor Signs: Tailored to enhance interior spaces, whether for navigation or branding.
4. Digital Signage: Incorporating the latest technology for dynamic and engaging displays.
5. Illuminated Signs: Eye-catching options that stand out, day or night.
6. Vehicle Graphics: Transforming company vehicles into mobile advertising platforms.
7. Custom Signs: Unique designs to fit specific aesthetic and functional requirements.

Our state-of-the-art equipment is at the core of our production capabilities, featuring:

- CNC Machines: For precise cutting and shaping of a variety of materials.
- Large Format Printers: Ideal for creating high-quality, large-scale graphics.
- Laser Machines: Providing exceptional detail for intricate designs.
- A Fleet of Company Vehicles and Lift Trucks: Ensuring efficient transportation and installation of signage at any location.

At Right Way Signs LLC, we pride ourselves on being a one-stop-shop for all your signage needs, delivering quality, efficiency, and customer satisfaction in every project. Whether you're looking to elevate your brand presence, navigate visitors through your space, or make a bold statement, we have the expertise and equipment to bring your vision to life.

FULL SERVICE
SIGN COMPANY
SINCE 1970


ERNEST
HEMINGWAY
Since 1899
BIRTHPLACE


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FARM
WHOLE FOODS MARKET
NORDSTROM rack
REI CO-OP
HomeGoods
BARNES&NOBLE
RegencyCenters.

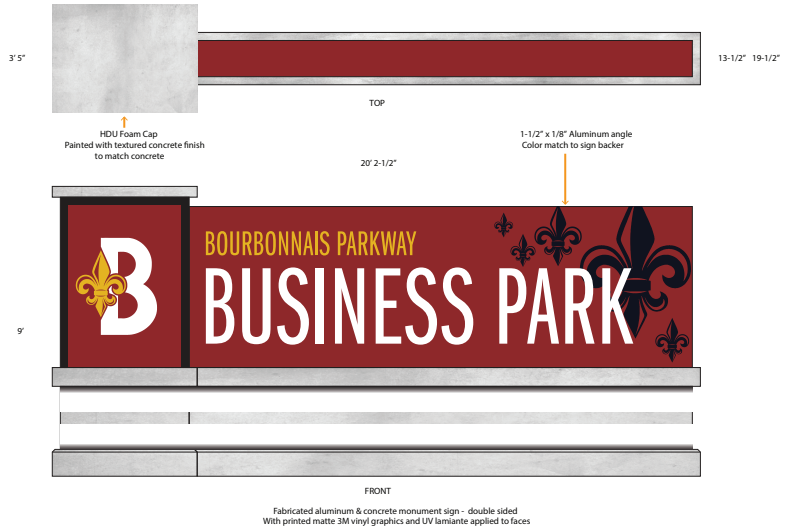


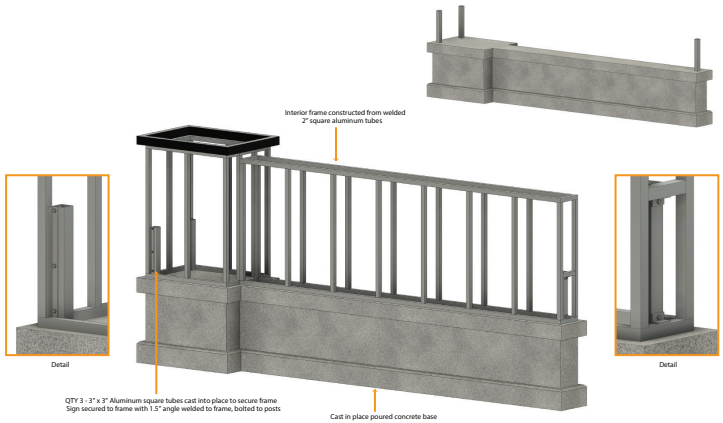

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BOURBONIAS SIGN PROJECT 2023







MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-05-28
Subject: An Ordinance Amending Chapter 15 of the Northbrook Municipal Code as Amended, Regarding Business Licensing and Registration

Overview
As presented to the Village Board at the May 14, 2024 meeting and reviewed at the April 9, 2024 Committee of the Whole, amendments to Chapter 15 of the Municipal Code have been prepared to streamline the business license categories and application/renewal procedures for impacted businesses.

Fiscal Impact
N/A.

Recommendation
Approval.

Background
On May 14, 2024, a draft Ordinance Amending Chapter 15 of the Northbrook Municipal Code as Amended, Regarding Business Licensing and Registration was presented to allow for public comment prior to adoption. Additionally, a draft of the updates to the Annual Fee Ordinance related to these Amendments to Chapter 15 is part of the Manager's Report and will be presented on June 11, 2024 for adoption.

Upon Board approval of the substantive update to Chapter 15 as presented related to the Class 2 Specialized Business Licenses, staff will finalize work with the Village Attorney to bring forward to the Board at a June meeting updates to regulations including but not limited to:

- Article XXII Retail Sales of Firearms incorporating home based sales
- Article XXVI Massage Establishments incorporating home based sales
- Article XXIV Special Events
- Chapter 21 Scavengers

At the April 9, 2024 Village Board Committee of the Whole, staff presented a framework for updating the Village's Municipal Code related to business licensing in order to reduce and

simplify the categorization of licenses and fee structures. As a result of that discussion, attached is an ordinance amending the first two articles of Chapter 15. The two new articles essentially replace the Village's old general licensing provisions with a streamlined scheme that applies to both licenses and registrations and identifies general policies and procedures as well as establishes the different classes of licensing and registration and identifies which business are subject to each class.

The recommended ordinance for the license, registration and fee updates propose:

1.Class 1 General Business License Category for businesses such as:

1. Food (stores, processing, and restaurants w/ or w/out outdoor dining, w/ or w/out drive thru)
2. Amusement (e.g. bowling, golf, theatre, and vending games of chance)
3. Hotel/Motel
4. Retail
5. Health, Fitness and Spas

Fees would be in two categories based upon gross square footage of business of 2,500 sf or less or 2,501 sf or more.

2.Class 2 Specialized Business License Category for businesses such as:

1. Massage (add home based)
2. Tobacco and Cannabis
3. Retail Sales of Firearms/Federal Firearm License Holders
4. Waste Haulers/Scavengers

3. Mandatory Business Registration Category for businesses such as:

1. Care Facilities (Adult & Child, including in home care)
2. Industrial/manufacturing
3. Solicitors

4. Free/optional Business Registration Category for the following:

1. Office/professional business licensed thru the state
2. Not-for-Profits
3. Educational Institutions
4. Faith Based Institutions
5. Governmental offices/facilities

Following adoption of the ordinance, staff will begin configuration of the business licensing module in the ERP system. All existing 2023 license holders will be contacted for renewal in the summer. Under the new ordinance, renewals will be due in the fall of 2024 and valid thru

April 30, 2026, when it is expected the ERP system updates will allow for a fully electronic renewal process. Starting in 2026, the annual license period will be May 1 - April 30 each year.

As further background, on November 17, 2020, the Village Board Committee of the Whole established automation of business processing on the Village website and consideration of business registration rather than licenses as a goal. On April 27, 2021 the Village Board adopted, and recodified the Municipal Code and included Chapter 15 titled Licenses, Permits and Miscellaneous Business Regulations. The Village Board noted additional analysis was needed to streamline and automate the processes associated with this Chapter. On November 30, 2021, the Village Board met as the Committee of the Whole to again review business license requirements and the process remained a priority with the goal for a new process to be in place for the next license cycle.

In February 2023, NIU Graduate students began work on a Capstone project regarding the business license processes and made recommendations to reduce the number of required license categories, revamp the fee structure, and automate/simplify the license process. In May 2023, staff received a report as part of an NIU Department of Public Administration project on Business Registration and License Process Analysis in Northbrook which noted:

–The current process lacks clarity, consistency, and simplicity…. is not convenient for businesses nor staff to implement and execute, which results in a lack of efficiency and transparency for stakeholders.

–The current process is paper based using minimal technology, and is not structured to be business-friendly and results in a lack of understanding as to why some businesses are licensed.

The current fee structure consists of over 75 different license categories.

- Business licenses are valid January 1 – December 31 and any licenses issued after July 1 is prorated to 50% of the annual fee.
- Liquor license are valid from October 1 - September 30

An Ordinance Amending Chapter 15 Business Licensing and Registration 2024.doc

ORDINANCE NO. 2024-

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

AN ORDINANCE AMENDING CHAPTER 15 OF THE
NORTHBROOK MUNICIPAL CODE, AS AMENDED,
REGARDING BUSINESS LICENSING AND REGISTRATION

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Chapter 15, entitled "Licenses, Permits and Miscellaneous Business Regulations," of the Northbrook Village Code, as amended (***"Village Code"***) establishes regulations and requirements for the licensing and permitting of certain businesses and activities in the Village.

The Village desires to amend the Village Code to streamline and clarify the licensing and registration process for business activities in the Village.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO CHAPTER 15 OF THE VILLAGE CODE.

Chapter 15 of the Village Code shall be amended as set forth in ***Exhibit A*** attached to, and by this reference made a part of, this Ordinance.

Section 3: EXTENSION OF EXISTING LICENSES.

All business licenses issued by the Village that are in good standing as of the effective date of this Ordinance shall remain valid through November 1, 2024.

Section 4: EFFECTIVE DATE.

This ordinance shall be in full force and effect ten days after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This ____ day of _____ , 2024.
AYES: ( )
NAYS: ( )
ABSENT: ( )
ABSTAIN: ( )

_____

Village President

ATTEST:

_____

Village Clerk

EXHIBIT A

AMENDMENTS TO CHAPTER 15

Existing Articles I and II of Chapter 15 of the Village Code will be repealed and replaced in their entirety the following new provisions:

ARTICLE I – LICENSES AND REGISTRATIONS

Sec. 15-1. Purpose; Authority.

The purpose of this chapter is to promote the general health, safety, and welfare of the Village and its residents by establishing regulations for the licensing and registration of businesses, occupations, and places of business within the Village. The regulations set forth herein are adopted pursuant to Village's home rule authority under Section 6(e) of Article VII of the Illinois Constitution and the Village's regulatory powers granted by the Illinois Municipal Code (65 ILCS 5/1 *et seq*.). All fees and fines authorized by this chapter are regulatory in nature and not imposed for the purpose of collecting revenue.

Sec. 15-2. Definitions; Construction.

(a) The following words and phrases as used in this chapter shall have the following meanings, unless a different meaning is required by the context:

BUSINESS: Any vocation, occupation, profession, enterprise, establishment, concern, or other type of activity, together with all devices, machines, equipment, vehicles, and appurtenances used therein.

FLOOR AREA: The sum of the gross horizontal areas of all floors of a building or of such area devoted to a to retailing activities, to the production or processing of goods, or to business or professional offices, measured from the exterior face of exterior walls or from the center line of walls separating two buildings or uses. Gross floor area shall include areas such as basement floors, but not cellar floors; elevator shafts and stairwells at each floor; floor spaces and shafts used for mechanical, electrical and plumbing equipment, except equipment located in a cellar or on the roof; penthouses; attic floors, except where the clear ceiling height is less than seven feet; interior balconies and mezzanines; enclosed porches and floor space used for accessory uses.

PERSON: Any individual, firm, association, partnership, corporation, limited liability company, trust, or other legal entity, except for governmental bodies properly organized under the law of the state of Illinois or the United States of America.

PLACE OF BUSINESS: Any parcel, zoning lot, building, structure, or portion thereof, whether owned, leased, or licensed, that is used by a business for the purpose of conducting all principal and accessory activities of the business.

(b) With the exception of those duties and responsibilities assigned to the Village President or the Board of Trustees, wherever a responsibility is assigned to a specific officer, official or employee of the Village in this chapter, that responsibility may be carried out by that officer, official, or employee, or his or her designee.

Sec. 15-3. License or registration required

It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on, or manage a business for which a license or registration is required by any provision of this Code without a license or registration first having been issued by the Village for such business.

Sec. 15-4. Determination of number of businesses conducted; separate locations.

(a) If multiple businesses requiring a license or registration operate in a single place of business, each business will be required to obtain its own license or submit a registration.

(b) Businesses requiring a license or registration that operate multiple places of business within the village will be required to obtain a license or submit a registration for each location at which they conduct a regulated activity. A place of business consisting of multiple buildings or structures will be considered a single location if all of the buildings or structures: 1) are under common ownership, control, management, or operation; and 2) are located on the same parcel or zoning lot or contiguous parcels or zoning lots and are physically connected with common access points from the public right of way.

Sec. 15-5. Supplemental.

The licenses and registration required in this chapter shall be in addition to any vehicle license, alcoholic beverage license, building permit, inspection fees, zoning or subdivision approval or any other fees that may be required by any other chapter of this Code, the building code, or any village ordinance.

Sec. 15-6. Application.

(a) Applications for all licenses and registration shall be made to the village manager on a form provided for that purpose.

(b) The application form shall require the following:

(1) name of the business as registered with the secretary of state of Illinois as well as any assumed names under which the applicant conducts business;

(2) physical address, phone number, and email address of person submitting the application on behalf of the business;

(3) location of the existing or proposed place of business;

(4) nature or kind of business or activity engaged in;

(5) Illinois business tax (IBT) certificate number and the federal employee identification number (FEIN), if applicable, for business;

(6) the floor area of the place of business in square feet;

(7) the name, physical address, phone number, and email address for a designated emergency contact person; and

(8) any other information as may be needed for the proper guidance of village officials.

(c) Form of Business

(1) If the business is a partnership or an unincorporated association, the application must include the names and residential addresses of each partner or member thereof;

(2) If the business is a corporation, the application must include the names and residential addresses of its principal officers.

(3) If the business is a limited liability company, the application must include the names and residential addresses of each member or manager.

(d) A new application must be submitted to renew any license or registration upon its expiration.

(e) All applicants may be required to swear any statement made in connection with the application for the issuance of any license or registration.

Sec. 15-7. Fees.

(a) The fees for all licenses and registrations required or offered under this chapter 15 will be as set forth in the annual fee ordinance.

(b) The fee for all licenses and registrations will be due in the full amount at the time of application. Acceptance by the village of a fee for a license or registration will not constitute the issuance of the license or registration and will not entitle the applicant to any of the rights or privileges conferred by the issuance of any license or registration.

(c) If the village denies issuance of a license or registration, no refund of the application fee will be made to the applicant.

(d) In the case of licenses or registrations issued on an annual basis, if an applicant submits an application on or after October 1 of any year, the fee will be in an amount equal to 50% of the fee set forth in the annual fee ordinance. Applications submitted before October 1 will be required to pay the full amount of the fee set forth in the annual fee ordinance.

Sec. 15-8. Investigations and inspections prior to issuance.

(a) Upon receipt of an application for any license or registration, the village manager shall immediately cause an investigation to be made to secure information as to the applicant's character and to ascertain whether or not the applicant has complied with all the requirements of law. A reasonable time shall be allowed for the purpose of conducting this investigation.

(b) Applicant must agree to permit authorized village officials (1) to enter the applicant business's place of business, including those areas of the premises not open to the general public, during regular business hours and (2) to take necessary samples of any commodity or material for the purpose of determining whether or not the applicant has complied with all regulatory requirements for the issuance of a license or registration.

(c) Failure by an applicant to cooperate with an investigation or inspection authorized by this section will constitute immediate and sufficient grounds for denial of a license or registration.

Sec. 15-9. Issuance or denial.

(a) Issuance: If the village manager's investigation reveals that the applicant has complied with all the requirements of law, the village manager shall sign and issue a license or registration certificate for the applicant business no later than seven (7) days after the completion of the investigation. The village manager shall promptly inform the applicant of the issuance of the license or registration.

(b) Denial: In the event the village manager determines that the applicant or the application does not meet the standards and requirements for the issuance of a license or registration, the village manager will promptly issue a written notice of denial to the applicant. The notice of denial will state the grounds for denial. Grounds for denial of a license or registration may include the following:

(1) Fraud, misrepresentation of a material fact, or false statement by the applicant on the application;

(2) The existence of an outstanding indebtedness of the business to the village, in the form of any unpaid fees, taxes, or fines that are in arrears more than thirty (30) days from the date they were accrued;

(3) A determination that the business or use proposed is not a permitted or approved special use of the place of business pursuant to the Northbrook Zoning Code; and

(4) The presence of a violation of any zoning, building, fire, or health code or any other applicable ordinances and regulations at the place of business.

(c) Resubmission: An applicant may submit a revised application after correcting any of the deficiencies or issues identified in the notice of denial and, if the original fee has been refunded, paying a fee in the full original amount set forth in the annual fee ordinance for a new application.

(d) Appeal: An applicant may appeal a decision to deny issuance of a license or registration in accordance with the appeal procedures set forth in section 15-18 of this chapter.

Sec. 15-10. Term.

(a) No license or registration may be granted for a period longer than one year, with the exception of licenses and registrations issued on or after the effective date of this ordinance, which shall be valid through and until April 30, 2026. After April 30, 2026, the Village will issue annual licenses and registrations for a period commencing on May 1st each year and ending on April 30th of the following year.

(b) All applications for licenses and registrations, as well as renewals thereof, must be filed with the village no later than 30 days before the end of the annual license period. Applications submitted after that date will be subject to a late penalty fee as set forth in the annual fee ordinance.

Sec. 15-11. Renewal.

Applications for renewals of licenses and registrations shall be made in the same manner as described for new applications in this article. Applications for renewals must clearly state if any relevant information has changed since the original application.

Sec. 15-12. Displaying certificates of license or registration.

A business must display its current and effective license or registration certificate in a prominent location in its place of business at all times. It shall be unlawful to display an expired, revoked or suspended license or registration certificate. The village has the right to enter upon a licensed or registered place of business at any time for the purpose of removing an expired, revoked or suspended license or registration certificate.

Sec. 15-13. Change of location.

The location of any licensed or registered business may be changed upon written notice served ten days in advance to the village manager, providing the new business location is in compliance with all building, zoning and other applicable requirements of all village ordinances.

Sec. 15-14. Transfer.

No business may assign, sell, loan, convey, or transfer a license or registration to any other person, even if such other person intends to conduct the same business at place of business. Such other person must apply and pay the fee for a new license or registration in accordance with the provisions of this article

Sec. 15-15. Periodic Regulatory inspections

(a) It shall be the duty of the village manager to determine whether or not at all licensed and registered businesses are complying with all applicable regulatory requirements during the annual licensing and registration period. The village manager may authorize other village personnel to make whatever inspections of the premises that are reasonably necessary to secure compliance with any code or ordinance provision or to detect violations thereof, or to protect the public's health and safety.

(b) As a condition of the maintenance of any license or registration, each applicant shall agree to permit authorized village officials to enter the place of business, including those areas of the premises not open to the general public, and to take necessary samples of any commodity or material for the purpose of determining whether or not the business has maintained compliance with all regulatory requirements.

(c) It shall be the duty of the person in charge of a licensed or registered business to admit the authorized inspector into the place of business for the purpose of making such inspection at any reasonable hour. Whenever an analysis of any commodity or material is reasonably necessary to secure conformance with any code or ordinance provision or to detect violations thereof, it shall be the duty of the person whose business is governed by such provisions to give to any authorized village officer or employee requesting the same, sufficient samples of such material or commodity for such analysis.

(d) In addition to any other penalty which may be provided, the village manager may revoke the license or registration of any person who refuses to permit any authorized inspector to take adequate samples or to make inspections, or who interferes with such inspector in the performance of their duty. No license or registration may be revoked for such cause unless written demand by the village is made upon the business or person in charge of the place of business, stating that such inspection or sample is desired at the time it is sought to make the inspection or obtain the sample.

Sec. 15-16. Operational violations

No licensed or registered place of business in the Village may be operated or used:

(a) In a manner that constitutes a nuisance in fact;

(b) In violation of any local zoning, building, fire, or health codes or any other applicable ordinances and regulations, or any state or federal laws, rules, or regulations;

(c) In an unsanitary or unsafe manner; or

(d) Without first obtaining and maintaining any required licenses or certifications required by the State of Illinois.

Sec. 15-17. Penalties

(a) Fines: Any person violating any provision of this chapter shall be subject to a fine set forth in the annual fee ordinance. In the event that no other penalty is specifically provided in this chapter or the annual fee ordinance, violations shall be fined as provided in the general penalty in section 1-13 of this code for each offense. A separate offense shall be deemed committed on each day during which a violation occurs or continues.

(b) Emergency suspension of business license or registration: When the operation of any place of business shall constitute a nuisance in fact and a clear and present danger to the public's health, safety, or general welfare, the village manager shall be authorized to summarily order the cessation of business, the closing of the place of business, and the suspension of the business license or registration for a period not to exceed ten (10) days. Within seven (7) days after the village manager has so acted, the manager shall call a hearing for the purpose of determining whether the license or registration should be suspended for an additional period of time or revoked.

(c) Suspension or revocation: Business licenses and registrations may be suspended for up to thirty (30) days or revoked by the village manager after notice and hearing as provided below for any of the following causes:

(1) Fraud, misrepresentation of a material fact, or false statement by the applicant on the application for the license or registration certificate;

(2) Any operational violation listed in section 15-16; and

(3) Refusal to permit an inspection or any interference with a duly authorized village officer or employee while in the performance of their duties in making an inspection of the place of business.

The suspension or revocation of a license or registration may be in addition to any fine imposed pursuant to subsection (a) of this section.

(d) Effect of suspension or revocation: Any business whose license or registration is suspended or revoked must immediately discontinue operations. No person whose license or registration has been revoked as herein provided shall be eligible to license or register the same place of business during the period for which the revoked license or registration was originally issued.

(e) Hearings: The hearings on a license or registration suspension or revocation shall be conducted by the village manager at a time and place designated by the village manager. Notice of the hearing for suspension or revocation shall be provided to the business in writing setting forth specifically the

grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the business at the address of the place of business provided in the most recently submitted license or registration application no later than five (5) days prior to the date set for the hearing. Based upon the record of such hearings, the village manager shall make a finding and shall sustain, modify, or rescind any official notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the business.

Sec. 15-18. Appeal

Any person aggrieved by the decision of the village manager in regard to the denial of an application for a license or registration, or the suspension or revocation of a license or registration, shall have the right to appeal to the board of trustees. Such appeal shall be taken by filing with the village manager no later than ten (10) days after the notice of denial, suspension, or revocation, a written statement under oath setting forth specifically the grounds for appeal. The board of trustees shall thereupon set the time and place for a hearing on such appeal, and notice of such hearing shall be given to the business in the same manner as provided in subsection 15-17(e) of this chapter. The decision of the board of trustees on such appeal shall be by a vote of a majority of all trustees and shall be final.

Sections 15-17 through 15-20 Reserved

ARTICLE II. LICENSE AND REGISTRATION CLASSES

DIVISION 1. - CLASS 1 - GENERAL BUSINESS LICENSES

Sec. 15-21. License required.

General business licenses, or “class 1 licenses,” are required for categories of businesses that regularly interact with the public and warrant regular inspection and regulation by the village to ensure compliance with the requirements of this code. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on, or manage a class of business identified in this division without first obtaining and maintaining in good standing a class 1 license.

Sec. 15-22. Application requirements.

Businesses required to obtain a class 1 license must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9.

Section 15-24. Fees.

The annual fee for a class 1 license shall be as established by the annual fee ordinance. Class 1 license fees may vary based on the floor area occupied by the business or on heightened inspection and regulatory costs incurred by the village.

Section 15-24. Businesses required to obtain class 1 licenses.

The following classes of business are required to obtain and maintain a class 1 license:

(a) Amusements, including:

a. Golf courses, driving ranges, and miniature golf courses

b. Bowling alleys and bocce courts

c. Carnivals or circuses

d. Coin operated amusement devices

e. Public dances

f. Motion pictures theaters

(b) All retail sales and retail service establishments, including, but not limited to:

a. Dry cleaners, laundries, and laundromats

b. Automobile sales and service establishments

(c) Food establishments, including food service establishments, food processing establishments, and food stores

(d) Hotels; Motels

(e) Health clubs, spas, and sports/athletic training facilities

Section 15-25. Additional regulations.

In addition to satisfying the requirements for a class 1 license, businesses may be subject to additional regulations and requirements set forth in subsequent articles of this chapter.

Sections 15-25 through 15-30 Reserved.

DIVISION 2. - CLASS 2 - SPECIALIZED BUSINESS LICENSES

Sec. 15-31. License required.

Specialized business licenses, or "class 2 licenses," are required for categories of businesses that, due to their unique potential impacts on the health, safety, and welfare of the Village and its residents, are required to provide the village with additional information and assurances of qualifications and competence. These businesses are also subject to local regulations that are specific to their respective sectors in addition to state and federal regulations. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a class of business identified in this division without first obtaining and maintaining in good standing a class 2 license.

Sec. 15-32. Application requirements.

Businesses required to obtain a class 2 license must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9. Businesses required to obtain a class 2 license may also be required to submit additional information, documentation, and materials required by subsequent articles of this chapter pertaining to their specific category of business.

Section 15-33. Fees.

The annual license fee for each class 2 license shall be as established by the annual fee ordinance. Class 2 license fees may vary based on the floor area occupied by the business or on heightened inspection and regulatory costs incurred by the village.

Section 15-34. Businesses required to obtain class 2 licenses.

The following classes of business are required to obtain and maintain a class 2 license:

(a) Raffles subject to the regulations set forth in article XIV of this chapter;

(b) Secondhand dealers subject to the regulations set forth in article XVII of this chapter;

(c) Retail sales of tobacco subject to the regulations set forth in article XVIII of this chapter;

(d) Retail sales of cannabis subject to the regulations set forth in the Northbrook Zoning Code;

(e) Retail sales of firearms, subject to the regulations set forth in article XXII of this chapter;

(f) Special events subject to the regulations set forth in article XXIV of this chapter;

(g) Massage establishments, subject to the regulations set forth in article XXVI of this chapter;

(h) Mobile food service establishments, subject to the regulations set forth in division 4 of article XXIX of this chapter; and

(i) Scavengers and waste collection from commercial facilities subject to the regulations set forth in chapter 21 of this code.

Sections 15-35 through 15-40 Reserved.

DIVISION 3. – MANDATORY BUSINESS REGISTRATION

Section 15-41. Purpose.

The purpose of this division is to promote the general health, safety, and welfare of the village and its residents by identifying and registering places of business located within the village. The village requires the registration of places of business for certain classes of business to ensure the efficient delivery of Village services, including police, fire, and emergency medical services, and to promote compliance with all zoning, building, fire, and health codes as well as federal and state licensure or certification.

Section 15-42. Registration required.

Mandatory business registration is required for businesses maintaining a fixed place of business in the village that may be otherwise licensed at the federal, state, or county levels. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on or manage a class of business identified in this division without first submitting and maintaining in good standing a mandatory business registration.

Section 15-43. Application requirements.

Businesses required to submit a mandatory registration must complete the application process set forth in Section 15-16 and pay all fees required by section 15-9. State or federally licensed or certified facilities will be required to provide proof of current and valid licensure or certification.

Section 15-44. Fees.

The annual fee for a mandatory business registration shall be as established by the annual fee ordinance.

Section 15-45. Businesses required to register.

The following classes of business are required to submit and maintain a mandatory business registration:

(a) All industrial and manufacturing businesses maintaining a place of business in the village;

(b) Day care homes;

(c) Nursing homes and personal care facilities, including home-based care facilities; and

(d) Solicitors, subject to the regulations set forth subject to the regulations set forth in article XXI of this chapter.

Section 15-46. Additional regulations.

In addition to satisfying the requirements for a mandatory business registration, business may be subject to additional regulations and requirements set forth in subsequent articles of this chapter.

Sections 15-47 through 15-50 Reserved.

DIVISION 4. – OPTIONAL BUSINESS REGISTRATION

Section 15-51. Registration optional.

Businesses not required to obtain a license or submit a mandatory registration to the village are encouraged to submit an optional business registration to ensure the efficient delivery of Village services, including police, fire, and emergency medical services and assist the village in disseminating information regarding such services to the business community.

Section 15-52. Application requirements.

Businesses submitting an optional business registration will be required to complete an application in a form provided by the village manager.

Section 15-53. No fee.

No fee will be charged to submit an optional business registration.

Section 15-53. Eligibility.

The following businesses, persons, and organizations may submit an optional business registration to the Village.

(a) Offices of professional services licensed by the state, including medical, dental, engineering, accounting, counseling, investing, banking, real estate, and home-based professional offices;

(b) Not-for-profit organizations including civic and fraternal organizations;

(c) Educational institutions;

(d) Faith-based institutions; and

(e) Governmental offices and facilities not associated with the village.

Sections 15-54through 15-55 Reserved.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2024-05-28
Subject: An Ordinance Providing for the Issuance of Approximately $9,000,000 General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois for the Purpose of Refunding Certain Outstanding Bonds of said Village, Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on said Bonds, Authorizing the Execution of an Escrow Letter Agreement and Authorizing the Sale of said Bonds to the Winning Bidder.

Overview
The Village, in conjunction with its financial advisor Speer Financial, Inc., conducted a competitive bond sale for the issuance of G.O. Series 2024 to complete a partial refunding of previously issued G.O. Series 2013A (Village) and 2013B (Library).

Since the Library is a component unit of the Village, the Village must act on its behalf to issue bonds. However, the Library will be responsible to pay the debt service for its share of the 2024 refunding issue which will be determined and calculated by Speer Financial.

Fiscal Impact
Estimated net present value (NPV) savings for the combined Village and Library refunding will be in the $500,000- $600,000 range. The estimated total present value savings will be allocated approximately 53% to the Village and 47% to the Library, however, all Village of Northbrook taxpayers would realize the benefit of the savings. On a percentage basis, the NPV savings is anticipated to be in the 5-6% range of the total refunded debt service.

Recommendation
Approval.

Background
Series 2013 A and B bonds are callable and it was determined to be in the best interest of the Village and Library as well as taxpayers to refund (refinance) certain maturities within that series. The estimated net present value savings (after payment of all closing costs/fees) for the Village and Library was estimated at $281K and $246K, respectively prior to the competitive sale of Series 2024 earlier today. The actual results will be known the morning of May 28 upon completion of the bidding process.

Attached for Board consideration is the Bond Ordinance drafted by Chapman & Cutler along

with the Official Statement for the benefit of potential investors and other interested parties. In addition, both Moody's and Standard & Poor's have reaffirmed the Village's AAA rating and their reports are included herein. For informational and comparison purposes, included in this agenda item is a list of recent ratings by Moody's for 109 Chicago area municipalities of which, 12% received a "AAA".

GO Bond Series 2024 (Refunds 2013).docx
Northbrook - GO Ref Bonds 2024 - POS (print copy).pdf
Moody's Rating Report FINAL.pdf
S&P Rating Report FINAL.PDF
Moody's Rated IL Cities.pdf
Moody's Rating Hierarchy Table.pdf

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

Adopted by the President and Board of Trustees on the 28th day of May, 2024.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

WHEREAS, the Village of Northbrook, Cook County, Illinois (the *"Village"*) has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village has heretofore issued and has outstanding, the following general obligation bonds:

GENERAL OBLIGATION BONDS, SERIES 2013A (THE *"SERIES 2013A BONDS"*)

Original Principal Amount: $9,335,000

Dated: August 7, 2013

Originally Due (or Subject to Mandatory Redemption): December 1, 2015-2036

Amount Outstanding: $6,340,000

Amount to be Refunded: $5,145,000

Series 2013A Bonds to be Refunded Due (or Subject to Mandatory Redemption) December 1 and Described as follows:

YEAR	AMOUNT ($) ORIGINAL BONDS DUE	AMOUNT ($) TO BE REFUNDED	RATE OF INTEREST (%)
2027	425,000	All	4.000
2028	445,000	All	4.000
2029	460,000	All	4.000
2030	480,000	All	4.000
2031	500,000	All	4.375
2032	520,000	All	4.375
2033	540,000	All	4.375
2034	565,000	All	4.500
2035	590,000	All	4.500
2036	620,000	All	4.500

which Series 2013A Bonds due on and after December 1, 2024, are subject to redemption on December 1, 2023, and on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption (the Series 2013A Bonds to be refunded being the *"Refunded Series 2013A Bonds"*); and

GENERAL OBLIGATION LIBRARY BONDS, SERIES 2013B (THE *"SERIES 2013B BONDS"*)

Original Principal Amount: $6,505,000

Dated: August 7, 2013

Originally Due (or Subject to Mandatory Redemption): December 1, 2018-2036

Amount Outstanding: $5,150,000

Amount to be Refunded: $4,195,000

Series 2013B Bonds to be Refunded Due (or Subject to Mandatory Redemption) December 1 and Described as follows:

YEAR	AMOUNT ($) ORIGINAL BONDS DUE	AMOUNT ($) TO BE REFUNDED	RATE OF INTEREST (%)
2027	345,000	All	4.00
2028	360,000	All	4.00
2029	375,000	All	4.00
2030	390,000	All	4.25
2031	405,000	All	4.50
2032	425,000	All	4.50
2033	445,000	All	4.50
2034	460,000	All	4.50
2035	485,000	All	4.50
2036	505,000	All	4.50

which Series 2013B Bonds due on and after December 1, 2024, are subject to redemption on December 1, 2023, and on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption (the Series 2013B Bonds to be refunded being the *"Refunded Series 2013B Bonds"* and, the Refunded Series 2013A Bonds and the Refunded Series 2013B being collectively referred to herein as the *"Refunded Bonds"*); and

WHEREAS, the Refunded Bonds are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, it is necessary and desirable to refund the Refunded Bonds (the *"Refunding"*) in order to realize certain debt service savings for the Village; and

WHEREAS, the President and Board of Trustees of the Village (the *"Corporate Authorities"*) do hereby determine that it is advisable and in the best interests of the Village to borrow the sum of $_____ at this time pursuant to the Act (as hereinafter defined) for the purpose of paying the costs of the Refunding and in evidence of such borrowing, to issue its full faith and credit bonds in such principal amount; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest possible and practicable call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED by the President and Board of Trustees of the Village of Northbrook, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles.

Corporate Authorities

Refunded Bonds

Refunded Series 2013A Bonds

Refunded Series 2013B Bonds

Refunding

Series 2013A Bonds

Series 2013B Bonds

Village

B. The following words and terms are defined as set forth below.

"Act" means, collectively, the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as supplemented and amended, as supplemental authority, and also the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of said Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Code.

"Ad Valorem Property Taxes" means the real property taxes levied to pay the Bonds as described and levied in Section 12 of this Ordinance.

"Bond Fund" means the Bond and Interest Fund Account of 2024 established pursuant to this Ordinance.

"Bond Moneys" means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

"Bond Purchase Agreement" means the contract for the sale of the Bonds by and between the Village and the Purchaser, which shall be the official bid form, as executed, in response to an official notice of sale given by the Village in connection with the public competitive sale of the Bonds.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"*Bond Registrar*" means Amalgamated Bank of Chicago, Chicago, Illinois, duly authorized to do business as a bond registrar and paying agent with the powers and duties as herein set forth, or a successor thereto or a successor designated as bond registrar and paying agent hereunder.

"*Bonds*" means the General Obligation Refunding Bonds, Series 2024, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

"*Book Entry Form*" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"*Clerk*" means the Village Clerk of the Village.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*County*" means, The County of Cook, Illinois, within which the corporate limits of the Village wholly exist.

"*County Clerk*" means the County Clerk of the County.

"*Depository*" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"*Escrow Agent*" means Amalgamated Bank of Chicago, as paying agent for each series of the Refunded Bonds.

"*Escrow Agreement*" means the agreement by and between the Village and the Escrow Agent which may be used to provide for the refunding and redemption of the Refunded Bonds by the deposit with the Escrow Agent of the funds necessary to accomplish the purpose, as more particularly referred to in the text below (Section 15) and in form substantially as set forth in *Exhibit B* attached hereto.

"Letter of Representations" means the agreement (letter of representations or blanket letter of representations or other) between the Village and the Depository accommodating the Book Entry Form of the Bonds.

"*Ordinance"* means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 28th day of May, 2024.

"*Prior Bonds"* means the Series 2013A Bonds and the Series 2013B Bonds.

"*Purchase Price"* means the purchase price of the Bonds, to-wit: $_____ (being equal to the par amount of the Bonds, plus original issue premium in the amount of $_____and less an underwriter's discount of $_____), plus accrued interest to the date of delivery, if any.

"*Purchaser"* means _____, _____, _____, the initial purchaser of the Bonds, as the winning bidder at competitive sale.

"*Record Date"* means the fifteenth day of the month preceding any interest payment date or the fifteenth day next preceding an interest payment occasioned by a redemption of Bonds on a day other than on a regularly scheduled interest payment date.

"*Series 2024 Corporate Purpose Bonds"* means the portion of the Bonds attributable and allocable to the refunding of the Refunded Series 2013A Bonds, as shown in *Exhibit A* attached hereto.

"*Series 2024 Library Bonds"* means the portion of the Bonds attributable and allocable to the refunding of the Refunded Series 2013B Bonds, as shown in *Exhibit A* attached hereto.

"*Tax-exempt"* means, with respect to the Bonds, the status of interest paid and received thereon as excludible from the gross income of the owners thereof for federal income tax

purposes and as not includible as an item of tax preference in computing the federal alternative minimum tax for individuals under the Code.

"Treasurer" means the Chief Financial Officer/Treasurer of the Village.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is advisable and in the best interests of the Village to provide for the Refunding, to pay all necessary or advisable related costs, and to borrow money and issue the Bonds for the purpose of paying a part of such costs. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds in the aggregate principal amount of $_____. The Bonds shall be allocated between the Series 2024 Corporate Purpose Bonds and the Series 2024 Library Bonds as shown on *Exhibit A* attached hereto. The Bonds shall each be designated *"General Obligation Refunding Bond, Series 2024"*; be dated June 11, 2024 (the *"Dated Date"*); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of $5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially (with

option of prior redemption as hereinafter set forth) on December 1 of the years and in the amounts and bearing interest per annum as follows:

YEAR	AMOUNT	RATE
2027	$	%
2028		%
2029		%
2030		%
2031		%
2032		%
2033		%
2034		%
2035		%
2036		%

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2024. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all

purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners. (a) *General*. The Village shall cause the Bond Register to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in book-entry form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee

or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the Record Date and ending at the opening of business on such interest payment date.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as

nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, along with the Treasurer, is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of

redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not

select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Optional Redemption. The Bonds maturing on or after December 1, 2034, are subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, and if in part, in any order of maturity, as selected by the Village, and if less than an entire maturity, in integral multiples of $5,000, selected by lot by the Bond Registrar as hereinafter provided, on December 1, 2033, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make

such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(a) the redemption date,

(b) the redemption price,

(c) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding failure to receive said notice, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at

the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds or upon multiple pages, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF COOK
VILLAGE OF NORTHBROOK
GENERAL OBLIGATION REFUNDING BOND, SERIES 2024

See Reverse Side for
Additional Provisions.

Interest Rate: ____%	Maturity Date: December 1, _____	Dated Date: June 11, 2024	CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Northbrook, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2024, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the *"Bond Registrar"*). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the

Bond Registrar, at the close of business on the applicable Record Date (the *"Record Date"*). The Record Date shall be the 15th day of the month preceding any regular interest payment date or the 15th day next preceding an interest payment occasioned by a redemption of Bonds on a day other than on a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Northbrook, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Northbrook
Cook County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Northbrook
Cook County, Illinois

[SEAL]

Date of Authentication: June 11, 2024

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By SPECIMEN
Authorized Officer

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2024

This bond is one of a series of bonds (the *"Bonds"*) issued by the Village for the purpose of paying the costs of the Refunding, as defined in the ordinance of the Village authorizing the Bonds, passed by the President and Board of Trustees of the Village on the 28th day of May, 2024 (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act, as amended (the *"Reform Act"* and, collectively, such Illinois Municipal Code, constitutional home rule powers, and Reform Act being the *"Act"*), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

Bonds of the issue of which this Bond is one maturing on and after December 1, 2034, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of $5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 31, 2033, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to

bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bonds are issued in fully registered form in the denomination of $5,000 or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the Record Date and ending at the opening of business on such interest payment date.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Bonds; Official Statement. The Bonds shall be executed as provided in this Ordinance as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The Bond Purchase Agreement, as submitted to and presented to the Corporate Authorities at this meeting, as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer(s) of the Village designated therein are authorized and directed to execute the contract (bid form) on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities so voting hereon, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser.

The Preliminary Official Statement of the Village, dated May ___, 2024 (the *"Preliminary Official Statement"*), relating to the Bonds, presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the Village, relating to the Bonds (the

"Official Statement"), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the Village and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 11. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the Ad Valorem Property Taxes on all of the taxable property in the Village, without limitation as to rate or amount.

Section 12. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual taxes (the *"Ad Valorem Property Taxes"*):

For the Series 2024 Corporate Purpose Bonds:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) SUM OF:
2024	$ for interest and principal through and including December 1, 2025
2025	for interest and principal
2026	for interest and principal
2027	for interest and principal
2028	for interest and principal
2029	for interest and principal
2030	for interest and principal
2031	for interest and principal
2032	for interest and principal
2033	for interest and principal
2034	for interest and principal
2035	for interest and principal

For the Series 2024 Library Bonds:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) SUM OF:
2024	$ for interest and principal through and including December 1, 2025
2025	for interest and principal
2026	for interest and principal
2027	for interest and principal
2028	for interest and principal
2029	for interest and principal
2030	for interest and principal
2031	for interest and principal
2032	for interest and principal
2033	for interest and principal
2034	for interest and principal
2035	for interest and principal

The Ad Valorem Property Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the *"Bond Moneys"*) in the Bond Fund shall be applied to pay principal of and interest on the Bonds. Interest or principal coming due at any time when there are insufficient funds on hand from the Ad Valorem Property Taxes to pay the same shall be paid

promptly when due from current funds on hand in advance of the collection of the Ad Valorem Property Taxes herein levied; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. Interest on the Bonds payable on December 1, 2024, is expected to be payable from funds collected from the levy of taxes to pay the Refunded Bonds and no taxes are expected to be levied to pay the same.

The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Each year, upon a determination made by the Corporate Authorities that there are or will be sufficient funds lawfully available for the purpose of paying all or a portion of the interest on and principal of the Bonds during such year or the following year, the Corporate Authorities may direct the abatement of the Ad Valorem Property Taxes levied for such year or following year, as may be applicable. This determination and direction for abatement may, but need not be, made a part of the annual budget and appropriation proceedings for the Village. A certified copy or other notification of any such proceedings abating taxes will then be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. Filing of Ordinance and Certificate of Reduction of Taxes. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk to annually in and

for each of the years required ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for general municipal purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general municipal purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2024" (the *"Bond Fund"*), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

The President, Village Clerk and Village Treasurer be and the same are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 14. Use of Taxes Heretofore Levied. All proceeds received or to be received from any taxes heretofore levied to pay principal and interest on the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2020 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 15. Use of Bond Proceeds. Accrued interest, if any, received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. Simultaneously with the delivery of the Bonds,

the principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of effecting the Refunding, and that portion thereof not needed to pay such costs is hereby ordered deposited in escrow pursuant to the Escrow Agreement in substantially in the form attached hereto as *Exhibit B* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the Village executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds upon redemption thereof. The Corporate Authorities approve the form, terms and provisions of the Escrow Agreement and direct the President and the Village Clerk to execute, attest, seal and deliver the Escrow Agreement in the name and on behalf of the Village. Amounts in the escrow may be used to purchase Government Securities (as defined in the Escrow Agreement) to provide for the principal and interest payable on the Refunded Bonds upon redemption thereof. The Escrow Agent is hereby authorized to act as agent for the Village in the purchase of the Government Securities.

At the time of issuance of the Bonds, the costs of issuance of the Bonds may be distributed by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the Village by the Corporate Authorities does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on September __, 2024.

Section 16. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action

within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the status of the Bonds as Tax-exempt.

The Corporate Authorities hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Clerk, and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Corporate Authorities and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as

may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, advisors, attorneys and other persons to assist the Village in such compliance.

Section 17. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the President and the Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The President or the Treasurer of the Village is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the same form as attached to the Preliminary Official Statement. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the

Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village; and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this section, *"Defeasance Obligations"* means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (*"Directs"*), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable,

non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the *"Tax Advantaged Obligations"*). Further, it is necessary and in the best interest of the Village that (i) the Corporate Authorities adopt policies with respect to record-keeping and post issuance compliance with the Village's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Corporate Authorities and the Village hereby adopt the following Record-Keeping Policy:

(a) *Compliance Officer Is Responsible for Records.* The Chief Financial Officer/Treasurer of the Village (the *"Compliance Officer"*) is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Corporate Authorities at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts*. For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers,

and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability*. The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Corporate Authorities stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Corporate Authorities.

(d) *Recommended Records*. The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives

entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the *"Contracts"*), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries*. In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Corporate Authorities of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review*. The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Corporate Authorities, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training*. The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section.

The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the website of the tax exempt bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the *"Tax Agreements"*) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver*. The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Corporate Authorities. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 22. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 23. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

ADOPTED: May 28, 2024

AYES: _____

NAYS: _____

ABSENT: _____

Approved: May 28, 2024

_____
President, Village of Northbrook
Cook County, Illinois

ATTEST:

_____
Village Clerk, Village of Northbrook
Cook County, Illinois

Recorded in the Village Records on May 28, 2024.

EXHIBIT A

DESIGNATION OF SERIES 2024 CORPORATE PURPOSE BONDS

DESIGNATION OF SERIES 2024 LIBRARY BONDS

EXHIBIT B

FORM OF ESCROW LETTER AGREEMENT

June 11, 2024

Amalgamated Bank of Chicago
Chicago, Illinois

Re: Village of Northbrook, Cook County, Illinois
$_____ General Obligation Refunding Bonds, Series 2024

Ladies and Gentlemen:

The Village of Northbrook, Cook County, Illinois (the *"Village"*), by an ordinance adopted by the President and Board of Trustees of the Village on the 28th day of May, 2024 (the *"Bond Ordinance"*), has authorized the issue and delivery of $_____ General Obligation Refunding Bonds, Series 2024, dated June 11, 2024 (the *"Bonds"*). The Village has authorized by the Bond Ordinance that proceeds of the Bonds and other lawfully available funds of the Village be used to pay and redeem on September __, 2024:

(a) $_____,000 of the Village's outstanding and unpaid General Obligation Bonds, Series 2013A, dated August 7, 2013 (the *"2013A Refunded Bonds"*), due serially on December 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT	RATE OF INTEREST
2027	$425,000	4.000%
2028	445,000	4.000%
2029	460,000	4.000%
2030	480,000	4.000%
2031	500,000	4.375%
2032	520,000	4.375%
2033	540,000	4.375%
2034	565,000	4.500%
2035	590,000	4.500%
2036	620,000	4.500%

(b) $_____ of the Village's outstanding and unpaid General Obligation Library Bonds, Series 2013B, dated August 7, 2013, (the *"2013B Refunded Bonds"*) due serially on December 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT	RATE OF INTEREST
2027	$345,000	4.00%
2028	360,000	4.00%
2029	375,000	4.00%
2030	390,000	4.25%
2031	405,000	4.50%
2032	425,000	4.50%
2033	445,000	4.50%
2034	460,000	4.50%
2035	485,000	4.50%
2036	505,000	4.50%

(together the *"Refunded Bonds"*).

The Village hereby deposits with you $_____ from the proceeds of the Bonds and $_____ from funds of the Village on hand and lawfully available for the refunding of the Refunded Bonds (the *"Deposit"*), and you are hereby instructed as follows with respect thereto:

1. Upon deposit, you are directed to purchase U.S. Treasury Securities State and Local Government Series Certificates of Indebtedness in the amount of $_____ and maturing as described on *Exhibit A* hereto (the *"Government Securities"*). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of $_____. The beginning deposit and the Government Securities are to be held in an irrevocable trust fund account (the *"Trust Account"*) for the Village to the benefit of the holders of the Refunded Bonds.

2. You shall hold the Government Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on September __, 2024, is made.

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The Village has called the Refunded Bonds for redemption and payment prior to maturity on September __, 2024. You are hereby directed to provide for and give in your role as paying agent for the Refunded Bonds timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice

regarding the Refunded Bonds shall be as specified in the ordinances authorizing the issuance of the Refunded Bonds. The Village agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the Village to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, as Prior Paying Agent (as defined below), you are hereby directed to give notice of the call of the Refunded Bonds, on or before the date notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the *"MSRB"*) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

6. On September __, 2024, you shall remit to Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent for the Refunded Bonds (the *"Prior Paying Agent"*), the sum of $_____, such sum being sufficient to pay the principal of and interest on the 2013A Refunded Bonds on such date, and the sum of $_____, such sum being sufficient to pay the principal of and interest on the 2013B Refunded Bonds on such date, and such remittances shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Prior Paying Agent. The Village shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the Village not less than five (5) days prior to such payment date and the Village shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the Village and thereupon this Agreement shall terminate.

Very truly yours,

VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS

SPECIMEN
President

SPECIMEN
Village Clerk

[SEAL]

Accepted this 11th day of June, 2024.

AMALGAMATED BANK OF CHICAGO
Chicago, Illinois

SPECIMEN
Its _____

Attach: Exhibit A (Government Securities)

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Northbrook, Cook County, Illinois, held at the Village Hall, 1225 Cedar Lane, in said Village, at 7:30 p.m., on the 28th day of May, 2024.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present:

_____

_____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference:_____

_____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

There being a quorum present, various business of the President and Board of Trustees was conducted.

The President and Board of Trustees then discussed a proposed bond refunding for the Village and considered an ordinance providing for the issuance of General Obligation Refunding Bonds, Series 2024, of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the deposit of funds with an escrow agent for the purpose of such refunding.

Thereupon, Trustee _____ presented and the Village Clerk made available to the Trustees and interested members of the public, complete copies of an ordinance entitled:

> AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

(the *"Bond Ordinance"*).

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board of Trustees discussion of the matter followed. During the discussion, _____, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of refunding certain outstanding general obligation corporate purpose bonds and general obligation library bonds, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) that the ordinance provides for the levy of taxes to pay the bonds and approves a deposit of funds with an escrow agent to accomplish the refunding, and (4) that the ordinance provides many details for the bonds, including covenants related to the tax exemption of the interest on the bonds, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Northbrook, Cook County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Northbrook, Cook County, Illinois (the *"Village"*), and as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the *"Board"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 28th day of May, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

> AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 28th day of May, 2024.

_____

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Northbrook, Cook County, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that on the ___ day of May, 2024 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village entitled:

> AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

as adopted by the Corporate Authorities on the 28th day of May, 2024, and providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ___ day of May, 2024.

_____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2024, there was filed in my office a duly certified copy of an ordinance entitled:

> AN ORDINANCE providing for the issuance of $_____ General Obligation Refunding Bonds, Series 2024, of the Village of Northbrook, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the execution of an escrow letter agreement and authorizing the sale of said Bonds to the winning bidder.

duly adopted by the President and Board of Trustees of Village of Northbrook, Cook County, Illinois, on the 28th day of May, 2024, and approved by the President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County at Chicago, Illinois, this ____ day of _____, 2024.

_____
County Clerk of
The County of Cook, Illinois

[SEAL]

New Issue
Date of Sale: Tuesday, May 28, 2024
Between 10:00 and 10:15 A.M., C.D.T.
(Open Speer Auction)

Investment Ratings:
S&P Global Ratings … AAA (Stable)
Moody's Investors Service, Inc. … Aaa

Official Statement

*Subject to compliance by the Village with certain covenants, in the opinion of Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel"), under present law, interest on the Bonds is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Interest on the Bonds is not exempt from present State of Illinois income taxes. See "**TAX EXEMPTION**" herein for a more complete discussion.*

$8,765,000*
VILLAGE OF NORTHBROOK
Cook County, Illinois
General Obligation Refunding Bonds, Series 2024

Dated Date of Delivery **Book-Entry** **Due Serially December 1, 2027-2036**

The $8,765,000* General Obligation Refunding Bonds, Series 2024 (the "Bonds") are being issued by the Village of Northbrook, Cook County, Illinois (the "Village"). Interest is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2024. Interest is calculated based on a 360-day year of twelve 30-day months. The Bonds will be issued using a book-entry system. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature on December 1 in the following years and amounts.

AMOUNTS*, MATURITIES, INTEREST RATES, YIELDS AND CUSIP NUMBERS

Principal Amount*	Due Dec. 1	Interest Rate	Yield	CUSIP Number(1)	Principal Amount*	Due Dec. 1	Interest Rate	Yield	CUSIP Number(1)
$700,000	2027	____%	____%	_____	$ 890,000	2032	____%	____%	_____
735,000	2028	____%	____%	_____	940,000	2033	____%	____%	_____
770,000	2029	____%	____%	_____	980,000	2034	____%	____%	_____
815,000	2030	____%	____%	_____	1,020,000	2035	____%	____%	_____
850,000	2031	____%	____%	_____	1,065,000	2036	____%	____%	_____

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

OPTIONAL REDEMPTION

The Bonds due December 1, 2027-2033, inclusive, are not subject to optional redemption. The Bonds due December 1, 2034-2036, inclusive, are callable in whole or in part on any date on or after December 1, 2033, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot. See **"OPTIONAL REDEMPTION"** herein.

PURPOSE, LEGALITY AND SECURITY

Bond proceeds will be used to (i) refund a portion of the Village's outstanding General Obligation Bonds, Series 2013A; (ii) refund a portion of the Village's outstanding General Obligation Library Bonds, Series 2013B; and (iii) pay the costs of issuing the Bonds. See **"PLAN OF FINANCING"** herein.

In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the Village and are payable from any funds of the Village legally available for such purpose, and all taxable property of the Village is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

The Village **does not** intend to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Official Statement is dated May 15, 2024, and has been prepared under the authority of the Village. An electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Official Statement Sales Calendar". Additional copies may be obtained from Mr. Steve Drazner, Chief Financial Officer/Treasurer, Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, or from the Municipal Advisor to the Village:

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS • ESTABLISHED 1954

**Subject to change.*

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For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the Village from time to time (collectively, the "Official Statement"), may be treated as an Official Statement with respect to the Bonds described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the Village.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law or deemed appropriate by the Village, shall constitute a "Final Official Statement" of the Village with respect to the Bonds, as that term is defined in Rule 15c2-12. Any such addendum or addenda shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled "Final Official Statement" rather than through supplementing the Official Statement by an addendum or addenda.

No dealer, broker, salesman or other person has been authorized by the Village to give any information or to make any representations with respect to the Bonds other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Village. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the Village and, while believed to be reliable, is not guaranteed as to completeness. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE VILLAGE SINCE THE RESPECTIVE DATES THEREOF.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement, they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

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OFFICIAL BID FORM
OFFICIAL NOTICE OF SALE

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, including the Official Notice of Sale and the Official Bid Form, which are provided for the convenience of potential investors and which should be reviewed in their entirety by potential investors.

Issuer:	Village of Northbrook, Cook County, Illinois (the "Village").
Issue:	$8,765,000* General Obligation Refunding Bonds, Series 2024 (the "Bonds").
Dated Date:	Date of delivery, expected to be on or about June 11, 2024.
Interest Due:	Each June 1 and December 1, commencing December 1, 2024.
Principal Due:	Serially each December 1, commencing December 1, 2027 through 2036, as detailed on the cover page of this Official Statement.
Optional Redemption:	The Bonds maturing on or after December 1, 2034, are callable at the option of the Village on any date on or after December 1, 2033, at a price of par plus accrued interest. See **"OPTIONAL REDEMPTION"** herein.
Authorization:	A Bond Ordinance to be adopted by the President and Board of Trustees of the Village on the 28th day of May, 2024 (the "Bond Ordinance").
Security:	The Bonds are valid and legally binding obligations of the Village payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount.
Purpose:	Bond proceeds will be used to (i) refund a portion of the Village's outstanding General Obligation Bonds, Series 2013A; (ii) refund a portion of the Village's outstanding General Obligation Library Bonds, Series 2013B; and (iii) pay the costs of issuing the Bonds. See **"PLAN OF FINANCING"** herein.
Investment Rating:	The Bonds have been rated "AAA" (Stable) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, New York, New York ("S&P") and "Aaa" by Moody's Investors Service, Inc., New York, New York ("Moody's").
Tax Exemption:	Chapman and Cutler LLP, Chicago, Illinois, will provide an opinion as to the federal tax exemption of the interest on the Bonds as discussed under **"TAX EXEMPTION"** in this Official Statement. Interest on the Bonds is not exempt from present State of Illinois income taxes.
No Bank Qualification:	The Bonds are **not** "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
Bond Registrar/Paying Agent/ Escrow Agent:	Amalgamated Bank of Chicago, Chicago, Illinois.
Delivery:	The Bonds are expected to be delivered on or about June 11, 2024.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. See **APPENDIX B** herein.
Denomination:	$5,000 or integral multiples thereof.
Municipal Advisor:	Speer Financial, Inc., Chicago, Illinois.

**Subject to change.*

VILLAGE OF NORTHBROOK
Cook County, Illinois

Kathryn L. Ciesla
Village President

Village Board of Trustees

Joy U. Ebhomielen	Robert P. Israel	Heather E. Ross
Johannah K. Hebl	Daniel H. Pepoon	Michelle Z. Kohler

Officials

Cara Pavlicek *Village Manager*	A.C. Beuhler III *Village Clerk*	Steve Drazner *Chief Financial Officer/ Treasurer*

Anita Bozic
Deputy Chief Financial Officer

Chapman and Cutler LLP *Bond Counsel*	Speer Financial, Inc. *Municipal Advisor*	Elrod Friedman LLP *Village Attorney*

INTRODUCTION

The purpose of this Official Statement is to set forth certain information concerning the Village of Northbrook, Cook County, Illinois (the "Village"), in connection with the offering and sale of its $8,765,000* General Obligation Refunding Bonds, Series 2024 (the "Bonds").

This Official Statement contains "forward-looking statements" that are based upon the Village's current expectations and its projections about future events. When used in this Official Statement, the words "project," "estimate," "intend," "expect," "scheduled," "pro-forma" and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the Village. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Neither the Village nor any other party plans to issue any updates or revisions to these forward-looking statements based on future events.

**Subject to change.*

AUTHORIZATION, PURPOSE AND SECURITY

The Bonds are being issued pursuant to the home rule powers of the Village, under Section 6, Article VII of the 1970 Constitution of the State of Illinois. The Bonds are issuable pursuant to a bond ordinance to be adopted by the President and Board of Trustees of the Village (the "Board") on the 28th day of May, 2024 (the "Bond Ordinance").

Bond proceeds will be used to (i) refund a portion of the Village's outstanding General Obligation Bonds, Series 2013A; (ii) refund a portion of the Village's outstanding General Obligation Library Bonds, Series 2013B; and (iii) pay the costs of issuing the Bonds. See **"PLAN OF FINANCING"** herein.

The Bonds constitute valid and legally binding full faith and credit general obligations of the Village, and are payable from any funds of the Village legally available for such purpose, and all taxable property in the Village is subject to the levy of taxes to pay the same without limitation as to rate or amount. The Bond Ordinance provides for the levy of ad valorem taxes, unlimited as to rate or amount, upon all taxable property within the Village in amounts sufficient to pay, as and when due, all principal of and interest on the Bonds (the "Pledged Taxes"). The Bond Ordinance will be filed with the County Clerk of Cook County, Illinois (the "County Clerk"), and will serve as authorization to the County Clerk to extend and collect the property taxes as set forth in the Bond Ordinance.

THE BONDS

Abatement of Pledged Taxes

In the event that the Board determines that there will be available funds from any other lawful source for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied for the payment of the same, then the Board may, by proper proceedings, direct the abatement of the taxes by such amount. A certified copy or other notification of any such direction or proceedings abating taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

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PLAN OF FINANCING

Bond proceeds will be used to (i) refund a portion of the Village's outstanding General Obligation Bonds, Series 2013A (the "Series 2013A Bonds"), and (ii) refund a portion of the Village's outstanding General Obligation Library Bonds, Series 2013B (the "Series 2013B Bonds"), as further described below (together, the "Refunded Bonds"):

The Refunded Bonds

General Obligation Bonds, Series 2013A

Maturity	Outstanding Amount	Amount Refunded(1)	Redemption Price	Redemption Date(1)	CUSIPS(2) (Base: 663821)
12/1/2024	$ 385,000	$ 0	N/A	N/A	TN6
12/1/2025	400,000	0	N/A	N/A	TP1
12/1/2026	410,000	0	N/A	N/A	TQ9
12/1/2027	425,000	425,000	100.00%	9/6/2024	TR7
12/1/2028	445,000	445,000	100.00%	9/6/2024	TS5
12/1/2029	460,000	460,000	100.00%	9/6/2024	TT3
12/1/2030	480,000	480,000	100.00%	9/6/2024	TU0
12/1/2031	500,000(3)	500,000	100.00%	9/6/2024	
12/1/2032	520,000(3)	520,000	100.00%	9/6/2024	
12/1/2033	540,000	540,000	100.00%	9/6/2024	TV8
12/1/2034	565,000(3)	565,000	100.00%	9/6/2024	
12/1/2035	590,000(3)	590,000	100.00%	9/6/2024	
12/1/2036	620,000	620,000	100.00%	9/6/2024	TW6
Total	$6,340,000	$5,145,000			

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(3) Amount subject to mandatory redemption on such date.

General Obligation Library Bonds, Series 2013B

Maturity	Outstanding Amount	Amount Refunded(1)	Redemption Price	Redemption Date(1)	CUSIPS(2) (Base: 663821)
12/1/2024	$ 305,000	$ 0	N/A	N/A	UD6
12/1/2025	320,000	0	N/A	N/A	UE4
12/1/2026	330,000	0	N/A	N/A	UF1
12/1/2027	345,000	345,000	100.00%	9/6/2024	UG9
12/1/2028	360,000	360,000	100.00%	9/6/2024	UH7
12/1/2029	375,000	375,000	100.00%	9/6/2024	UJ3
12/1/2030	390,000	390,000	100.00%	9/6/2024	UK0
12/1/2031	405,000(3)	405,000	100.00%	9/6/2024	
12/1/2032	425,000(3)	425,000	100.00%	9/6/2024	
12/1/2033	445,000	445,000	100.00%	9/6/2024	UN4
12/1/2034	460,000(3)	460,000	100.00%	9/6/2024	
12/1/2035	485,000(3)	485,000	100.00%	9/6/2024	
12/1/2036	505,000	505,000	100.00%	9/6/2024	UR5
Total	$5,150,000	$4,195,000			

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(3) Amount subject to mandatory redemption on such date.

Bond proceeds will be used to purchase direct full faith and credit obligations of the United States of America (the "Government Securities"), the principal of which together with interest to be earned thereon will be sufficient to pay the principal of and interest on the Refunded Bonds upon redemption prior to maturity. The remaining Bond proceeds will be used to pay the costs of issuing the Bonds.

The Government Securities will be held in an escrow account created pursuant to an escrow agreement (the "Escrow Agreement") dated June 11, 2024, between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as Escrow Agent (the "Escrow Agent").

SOURCES AND USES

The sources and uses of funds resulting from the Bonds are shown below:

SOURCES:	
Principal Amount	$_____
Net Original Issue Premium	_____
Total Sources	$_____
USES:	
Deposit to Escrow Account	$_____
Costs of Issuance(1)	_____
Total Uses	$_____

Note: (1) Includes underwriter's discount, fixed costs of issuance and contingencies.

OPTIONAL REDEMPTION

The Bonds due December 1, 2027-2033, inclusive, are not subject to optional redemption. The Bonds due December 1, 2034-2036, inclusive, are callable in whole or in part on any date on or after December 1, 2033, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot.

The Bond Registrar will give notice of redemption, identifying the Bonds (or portions thereof) to be redeemed, by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond (or portion thereof) to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed are received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption will be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the Village will not redeem such Bonds, and the Bond Registrar will give notice, in the same manner in which the notice of redemption has been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village will deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on the date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as described above and in the Bond Ordinance, and notwithstanding failure to receive such notice, the Bonds or portions of Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds will be paid by the Bond Registrar at the redemption price.

RISK FACTORS

The purchase of the Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Bonds should make an independent evaluation of the entirety of the information presented in this Official Statement and its appendices in order to make an informed investment decision. Certain of the investment risks are described below. The following statements, however, should not be considered a complete description of all risks to be considered in the decision to purchase the Bonds, nor should the order of the presentation of such risks be construed to reflect the relative importance of the various risks. There can be no assurance that other risk factors are not material or will not become material in the future.

Finances of the State of Illinois

While the finances of the State of Illinois (the "State") have significantly improved in recent years, the State continues to deal with a severe underfunding of its pension systems, which, based on the annual comprehensive financial reports of the State's five retirement systems, have a combined unfunded pension liability of approximately $140 billion and a combined funded ratio of approximately 44%. Also, despite eight credit rating upgrades since June 2021, the State's long term general obligation bonds carry the lowest ratings of all states.

The State enacted full budgets for the State fiscal years ending June 30, 2018 (the "Fiscal Year 2018 Budget"), June 30, 2019 (the "Fiscal Year 2019 Budget"), June 30, 2020 (the "Fiscal Year 2020 Budget"), June 30, 2021 (the "Fiscal Year 2021 Budget"), June 30, 2022 (the "Fiscal Year 2022 Budget"), and June 30, 2023 (the "Fiscal Year 2023 Budget"). On June 7, 2023, the Governor signed the State's budget (Public Act 103 006) for the fiscal year ending June 30, 2024 (the "Fiscal Year 2024 Budget"), which included a $183 million surplus, additional contributions to the State pension system and the State's Budget Stabilization ("rainy day") Fund, which is set to surpass $2 billion, and the elimination of the State's bill backlog.

Under current law, the State shares a portion of sales tax, income tax, use tax and motor fuel tax revenue with municipalities, including the Village. The State's general fiscal condition and the underfunding of the State's pension systems have materially adversely affected the State's financial condition and may result in decreased or delayed revenues allocated to the Village. In addition, the Fiscal Year 2018 Budget, the Fiscal Year 2019 Budget and the Fiscal Year 2020 Budget contained a provision reducing the amount of income tax revenue to be deposited into the Local Government Distributive Fund for distribution to municipalities, like the Village, by 10% for State Fiscal Year 2018 and by 5% for State Fiscal Year 2019 and State Fiscal Year 2020. Subsequent State budgets have not included any such reduction. The Fiscal Year 2018 Budget, and each budget thereafter also include a service fee for collection and processing of local imposed sales taxes. Such fee was 2% of such sales taxes for State Fiscal Year 2018 and was reduced to 1.5% of such sales taxes for State Fiscal Year 2019 and each State Fiscal Year thereafter.

The Village cannot determine at this time the financial impact of these provisions on its overall financial condition, but such provisions may result in lower income tax revenues and sales tax revenues distributed to the Village. The Village can give no assurance that there will not be additional changes in applicable law modifying the manner in which local revenue sharing is allocated by the State, nor can the Village predict the effect the State's financial problems, including those caused by the Novel Coronavirus 2019 ("COVID 19") or the various governmental or private actions in reaction thereto, may have on the Village's future finances.

Future Pension Plan Funding Requirements

The Village participates in the Police Pension Plan and the Fire Pension Plan, both as hereinafter defined. Under the Illinois Pension Code, as amended (the "Pension Code"), the Village is required to contribute to each plan in order to achieve a Funded Ratio of 90% by 2040. In order to achieve the 90% Funded Ratio for both plans by 2040, it is expected that the annual employer contributions required by the Village will increase over time. The Village also participates in the Illinois Municipal Retirement Plan (the "IMRF Plan"), which is a defined benefit pension plan administered by the Illinois Municipal Retirement Fund ("IMRF"); employer contributions are projected by IMRF to increase over time. Increasing annual required employer contributions for the Village could have a material adverse effect on the finances of the Village. The State released an interim FY2023 report that reflected and expected growth in the net pension liability. As of June 30, 2023, the projected net pension liability was $145.6 billion, an increase of $5.7 billion or 4% when compared to FY2022.

The Pension Code allows the State Comptroller, after proper procedures have taken place, to divert State payments intended for the Village to the Police Pension Plan and the Fire Pension Plan to satisfy contribution shortfalls by the Village. If the Village does not make 100% of its annual required contributions to the Police Pension Plan and Fire Pension Plan, the Village may have revenues withheld by the State Comptroller. Such withholdings by the State Comptroller could adversely affect the Village's financial health and operations. See **"PENSION AND RETIREMENT OBLIGATIONS"** and **"EMPLOYEE RETIREMENT AND OTHER POSTEMPLOYMENT BENEFITS OBLIGATIONS"** herein for a more complete discussion.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the Village. Despite the implementation of network security measures by the Village, its information technology and infrastructure may be vulnerable to deliberate attacks by hackers, malware, ransomware or computer virus, or may otherwise be breached due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and the information stored thereon could be disrupted, accessed, publicly disclosed, lost or stolen. Although the Village does not believe that its information technology systems are at a materially greater risk of cybersecurity attacks than other similarly situated governmental entities, any such disruption, access, disclosure or other loss of information could have an adverse effect on the Village's operations and financial health. Further, as cybersecurity threats continue to evolve, the Village may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks.

Local Economy

The financial health of the Village is in part dependent on the strength of the local economy. Many factors affect the local economy, including rates of employment and economic growth and the level of residential and commercial development. It is not possible to predict to what extent any changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur and what impact such changes would have on the finances of the Village.

Declining Equalized Assessed Valuations

The amount of property taxes extended for the Village is determined by applying the various operating tax rates and the bond and interest tax rate levied by the Village to the Village's Equalized Assessed Valuation ("EAV"). The Village's EAV could decrease for a number of reasons including, but not limited to, a decline in property values or large taxpayers moving out of the Village. As detailed herein, the Village's EAV has declined at times over the past five years. Declining EAVs and increasing tax rates (certain of which may reach their rate ceilings) could reduce the amount of taxes the Village is able to receive.

Loss or Change of Bond Rating

The Bonds have received credit ratings from S&P and Moody's. The ratings can be changed or withdrawn at any time for reasons both under and outside the Village's control. Any change, withdrawal or combination thereof could adversely affect the ability of investors to sell the Bonds or may affect the price at which they can be sold.

Secondary Market for the Bonds

No assurance can be given that a secondary market will develop for the purchase and sale of the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. The hereinafter-defined Underwriter is not obligated to engage in secondary market trading or to repurchase any of the Bonds at the request of the owners thereof.

Prices of the Bonds as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Bonds. Such market value could be substantially different from the original purchase price.

Continuing Disclosure

A failure by the Village to comply with the Continuing Disclosure Undertaking (the "Undertaking") for continuing disclosure (see **"CONTINUING DISCLOSURE"** and **APPENDIX E** herein) will not constitute an event of default on the Bonds. Any such failure must be reported in accordance with Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Suitability of Investment

The interest rates borne by the Bonds are intended to compensate the investor for assuming the risk of investing in the Bonds. Furthermore, the tax-exempt feature of the Bonds is currently more valuable to high tax bracket investors than to investors that are in low tax brackets. As such, the value of the interest compensation to any particular investor will vary with individual tax rates and circumstances. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Future Changes in Laws

Various state and federal laws, regulations and constitutional provisions apply to the Village and to the Bonds. The Village can give no assurance that there will not be a change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the Village, or the taxing authority of the Village. For example, many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by state government. Future actions of the State may affect the overall financial conditions of the Village, the taxable value of property within the Village, and the ability of the Village to levy property taxes or collect revenues for its ongoing operations.

Factors Relating to Tax Exemption

As discussed under **"TAX EXEMPTION"** herein, interest on the Bonds could become includible in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the Village in violation of its covenants in the Bond Ordinance. Should such an event of taxability occur, the Bonds are not subject to any special redemption.

There are or may be pending in the Congress of the United States ("Congress") legislative proposals relating to the federal tax treatment of interest on the Bonds, including some that carry retroactive effective dates, that, if enacted, could affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to Bonds issued prior to enactment. Finally, reduction or elimination of the tax-exempt status of obligations such as the Bonds could have an adverse effect on the Village's ability to access the capital markets to finance future capital or operational needs by reducing market demand for such obligations or materially increasing borrowing costs of the Village.

The tax-exempt bond office of the Internal Revenue Service (the "Service") is conducting audits of tax-exempt bonds, both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such proceeding. The commencement of an audit with respect to any tax-exempt obligations of the Village could adversely affect the market value and liquidity of the Bonds, regardless of the ultimate outcome.

Bankruptcy

The rights and remedies of the Bondholders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local governments. The opinion of Bond Counsel to be delivered with respect to the Bonds will be similarly qualified.

Climate Change Risk

There are potential risks to the State, the Village and their respective financial condition that are associated with changes to the climate over time and with increases in the frequency, timing and severity of extreme weather events, causing or increasing the severity of flooding and other natural disasters. The Village cannot predict how or when various climate change risks may occur, nor can it quantify the impact on the State or the Village, its population or its financial condition. Over time, the costs could be significant and could have a material adverse effect on the Village's finances.

THE VILLAGE

General Information

The Village is located approximately 26 miles north of downtown Chicago at the border of Cook and Lake Counties. The Village is bounded by Glencoe on the east, Highland Park and Deerfield to the north, Wheeling to the west and Glenview and Northfield to the south. A significant amount of area was incorporated into the Village boundaries in 1988.

The community was incorporated in 1901 as the Village of Shermerville. In 1923, by referendum, the Village was reincorporated and renamed Northbrook in recognition of the middle and west forks of the North Branch of the Chicago River which flow through the Village.

At the 1950 Census the Village population was 3,348. With the opening of the Edens Expressway in the early 1950s (the major expressway to the northern suburbs) and the Tri-State (Illinois) Tollway in 1958, the Village's population increased to 11,635 by 1960 and 27,297 by 1970. At that time, the area of the Village totaled 12.5 square miles. Between 1970 and 1980 the Village's population increased 12.8% to 30,778 with a land area of approximately 13 square miles. According to the 1990 Census, the Village population was 32,308, an increase of 5.0% over the 1980 figure. In 2000 and 2010, the Census reported populations of 33,435 and 33,170, respectively. In 2020, the Census reported a population of 35,222.

Government of the Village

The Village is a home rule municipality under the Constitution and laws of the State of Illinois, and operates a Council/Manager form of government.

The governing body of the Village is the President and Board of Trustees. The Village President is elected for a four-year term. The Village President is the chief elected officer of the Village, and presides over board meetings and executes official documents. The Village President appoints, with the consent of the Village Board of Trustees, the members of Committees and Commissions. The Village Board of Trustees consists of six members elected at large for four-year staggered terms.

The Village Manager is the Chief Operating Officer of the Village and is responsible for the management of all Village operations under the direction of the Village President and Village Board of Trustees. The Village Manager is appointed by the Village President and Village Board of Trustees and serves at their pleasure. The Village Department heads, including the Chief Financial Officer, report to the Village Manager.

Village Employees

The Village is staffed by 278 full time positions and 3 permanent part-time positions and 13 seasonal part-time positions. The Village is party to four collective bargaining agreements: an agreement with the Metropolitan Alliance of Police (expiring 4/30/25), covering sworn police officers and dispatchers; Combined Counties Police Association (expires 4/30/2025) covering police sergeants; Local 1894 of the International Association of Professional Fire Fighters (expires 4/30/2025); and Local 150 of the International Union of Operating Engineers (expires 4/30/2026), covering Public Works employees.

Village Economy

The Village maintains a strong local economy with greater than average personal wealth; strong employment diversification; diversity of industrial, commercial and officer developments; and natural and economic geographic advantages. As the location for a number of corporate headquarters, it has an additional distinction as a residential community for a number of corporate executives and of high home values. As an industrial community, Northbrook offers convenient transportation and proximity to the City of Chicago. With a broad-based diversification of Village revenues and relatively low tax rates, the Village is able to offer a high level of governmental services to its residents.

The Village's retail sector is evolving with the changing nature of brick and mortal retail including the 417,000 square foot Willow Festival shopping center and the 335,000 square foot Village Square shopping center, both of which have a strong grocery presence that continues to provide stability in the sales tax base. Retail is anchored by the 775,000 square foot Northbrook Court Mall which was approved for a comprehensive redevelopment of the 100+ acre site over multiple years and includes a new destination luxury retail center and complimented by the development of new mixed use residential. Northbrook's low retail vacancy rate of 7% through January 2024 demonstrates the strength of its local economy, despite the many changes in the world of retailing and e-commerce. The Village's varied shopping areas provide residents with a combination of luxury, convenience, and discount shopping opportunities and experiences.

Economic Development and Initiatives

The community also maintains a strong residential sector, and the number of new homes constructed throughout the Village remains steady year over year in both new subdivisions and infill development. Multi-family development has also remained very strong with continuing construction of the 68-unit Gateway Townhome development continuing in downtown Northbrook while the completion of 84 new townhomes at the Sterling Place development on Techny Road east of Shermer. The Starbucks anchored small commercial redevelopment at 1103 Waukegan opened in November 2023 and compliments the entrance to the east end of downtown Northbrook Three significant developments for which zoning entitlements have recently been granted include:

1. In early 2023, the Village approved the mixed use development at the former Grainger site located at 1657 Shermer Road and owned by the Village. The approved development consists of a 318-unit luxury residential apartment building to be constructed by Quarterra Multifamily Communities, a 48-unit affordable and supportive housing apartment building to be constructed by Housing Opportunities Development Corporation (HODC), and a 6,500-square foot commercial building. The sale of Village property for this development has been extended into 2024 due to the macro-economic conditions with construction still planned for site.

2. The redevelopment of 175 Pointe Drive with 34 rental townhomes to be constructed, including 5 affordable townhome units. Permits have been issued and construction started.

3. Construction began in the second half of 2023 for the Tesla Sales, Service, and Delivery (SSD) facility located at 1200 Skokie Boulevard on the vacant land south of Lifetime Fitness. The completed property will be a high-quality building consisting of 48,000 gross square feet of floor area and related structures, and make significant improvements to the surrounding property.

SOCIOECONOMIC INFORMATION

The following statistics principally pertain to the Village with additional comparisons with the County of Cook, Illinois (the "County") and the State.

Major Village Employers*(1)*

Name	Business/Service	Approximate Employment
Allstate Insurance Company	Corporate Headquarters and Insurance	8,750
UL Solutions	Corporate Headquarters and Product Testing and Certification	1,500
Astellas Pharma US Inc.	Corporate Headquarters and Wholesale Pharmaceutical Products	1,150
Highland Baking Co., Inc.	Bakery Products	615
Euromarket Designs, Inc.	Corporate Headquarters (Crate & Barrel)	500
Bell Flavors & Fragrances, Inc.	Corporate Headquarters and Natural Flavors and Fragrances	300
Wiss, Janney, Elstner Associates, Inc.	Corporate headquarters and Consulting Engineers	235
Birchwood Lighting, Inc., A Leviton Co.	Lighting Fixtures	200
Blue Chip Marketing	Advertising Agency	200
Chicago Clinical Laboratories	Diagnostic Laboratories	200
Luminex Corp.	Medical Laboratories	200
Old World Industries, LLC	Automotive Parts	200
The Levy Co.	Drywall Contractor	200

Note: (1) Source: 2024 Illinois Manufacturers Directory and 2024 Illinois Services Directory.

Major Area Employers*(1)*

Location	Name	Business/Service	Approximate Employment
Deerfield	Walgreens Boots Alliance, Inc.	Holding Company headquarters; Pharmaceuticals and Home Healthcare Supplies	5,700
Northfield	Medline Industries, Inc.	Corporate Headquarters; Surgical & Medical Instruments	5,000
Deerfield	Walgreen Co.	Company Headquarters; Pharmacy & Drugstore	2,500
Deerfield	Baxter Healthcare Corp.	Corporate Headquarters; Pharmaceutical Products	2,500
Deerfield	Alera Group, Inc.	Corporate Headquarters; Risk and Wealth Management	1,900
Glenview	Abt Electronics, Inc.	Consumer Electronics & Appliances	1,600
Highland Park	Highland Park Hospital	General Hospital	1,200
Glenview	Kraft Heinz Foods Co., Technology Ctr	Food Products	1,000
Glenview	Anixter, Inc.	Corporate Headquarters; Telecommunications Products	1,000
Glenview	Northshore Glenbrook Hospital	Hospital	1,000
Glenview	Glenbrook High School District 225	Secondary Education	825
Deerfield	Essendant Co.	Company Headquarters; Office Equipment	800
Northfield	College of American Pathologists	Pathologists' Membership Association	730
Glenview	Illinois Tool Works, Inc.	Corporate Headquarters; Industrial Equipment	586
Deerfield	Trinity International University	University	500

Note: (1) Source: 2024 Illinois Manufacturers Directory, 2024 Illinois Services Directory and a selective telephone survey.

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The following tables show employment by industry and by occupation for the Village, County, and the State as reported by the U.S. Bureau of the Census, American Community Survey ("ACS"), 5-year estimates, 2022, the most current statistical information available.

Employment By Industry*(1)*

	The Village		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.0%	5,098	0.2%	64,950	1.0%
Construction	688	4.1%	123,190	4.7%	342,937	5.5%
Manufacturing	1,453	8.7%	242,737	9.3%	731,486	11.6%
Wholesale Trade	625	3.7%	64,144	2.5%	175,238	2.8%
Retail Trade	1,577	9.4%	240,182	9.2%	658,806	10.5%
Transportation and Warehousing, and Utilities	455	2.7%	200,420	7.7%	434,186	6.9%
Information	292	1.7%	51,552	2.0%	107,181	1.7%
Finance and Insurance, and Real Estate and Rental and Leasing	2,450	14.7%	217,240	8.4%	463,714	7.4%
Professional, Scientific, and Management, and Administrative and Waste Management Services	3,531	21.1%	406,184	15.6%	786,872	12.5%
Educational Services and Health Care and Social Assistance	3,890	23.3%	606,870	23.3%	1,466,053	23.3%
Arts, Entertainment and Recreation and Accommodation and Food Services	925	5.5%	225,094	8.7%	527,829	8.4%
Other Services, Except Public Administration	560	3.4%	124,868	4.8%	287,651	4.6%
Public Administration	262	1.6%	93,040	3.6%	233,544	3.7%
Total	16,708	100.0%	2,600,619	100.0%	6,280,447	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

Employment By Occupation*(1)*

	The Village		The County		The State	
Classification	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science and Arts	11,419	68.3%	1,158,970	44.6%	2,614,394	41.6%
Service	1,041	6.2%	428,545	16.5%	1,018,669	16.2%
Sales and Office	2,993	17.9%	512,407	19.7%	1,276,600	20.3%
Natural Resources, Construction, and Maintenance	562	3.4%	150,277	5.8%	448,841	7.1%
Production, Transportation, and Material Moving	693	4.1%	350,420	13.5%	921,943	14.7%
Total	16,708	100.0%	2,600,619	100.0%	6,280,447	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

Annual Average Unemployment Rates*(1)*

Calendar Year	The Village	The County	The State
2020(2)	7.8%	10.6%	9.3%
2021	4.4%	6.9%	6.1%
2022	3.6%	5.0%	4.6%
2023	3.6%	4.4%	4.5%
2024(3)	3.3%	4.6%	5.1%

Notes: (1) Source: Illinois Department of Employment Security.
(2) The Village attributes the increase in unemployment rates to the COVID-19 pandemic.
(3) Preliminary rates for February 2024.

Building Permits

Residential building permits have averaged $49,074,083 over the last five years in the Village, excluding the value of land.

Village Building Permits*(1)(2)*
(Excludes the Value of Land)

	Commercial Construction		Residential Construction		
Fiscal Year	Number of Units	Value	Number of Units	Value	Total
2019	93	$40,012,477	195	$37,624,779	$77,637,256
2020	78	31,903,007	226	40,429,200	72,332,207
2021	63	29,356,724	276	50,925,723	80,282,447
2022	68	19,411,978	318	53,766,943	73,178,921
2023	86	29,334,776	184	62,623,770	91,958,546

Notes: (1) Source: the Village.
(2) Based on valuations per building permits issued by the Village's Development Department.

Housing

The U.S. Census Bureau 5-year estimated values reported that the median value of the Village's owner-occupied homes was $621,600. This compares to $293,700 for the County and $239,100 for the State. The following table represents the five year average market value of specified owner-occupied units for the Village, the County and the State at the time of the 2022 ACS.

Home Values*(1)*

	The Village		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Under $50,000	78	0.7%	40,965	3.4%	180,748	5.5%
$50,000 to $99,999	50	0.4%	47,665	4.0%	324,962	9.8%
$100,000 to $149,999	161	1.4%	92,280	7.8%	391,156	11.8%
$150,000 to $199,999	280	2.4%	131,587	11.1%	435,868	13.2%
$200,000 to $299,999	751	6.4%	300,493	25.3%	776,095	23.4%
$300,000 to $499,999	2,555	21.7%	342,666	28.8%	785,156	23.7%
$500,000 to $999,999	6,245	53.0%	181,218	15.2%	339,326	10.2%
$1,000,000 or more	1,656	14.1%	52,071	4.4%	79,498	2.4%
Total	11,776	100.0%	1,188,945	100.0%	3,312,809	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

Mortgage Status*(1)*

	The Village		The County		The State	
Value	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage	7,009	59.5%	753,292	63.4%	2,054,273	62.0%
Housing Units without a Mortgage	4,767	40.5%	435,653	36.6%	1,258,536	38.0%
Total	11,776	100.0%	1,188,945	100.0%	3,312,809	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

Income

Per Capita Personal Income for the Highest Income Counties in the State*(1)*

Ranking	County	2018 to 2022
1	DuPage County	$55,107
2	Lake County	53,677
3	Monroe County	47,248
4	McHenry County	46,322
5	**Cook County**	**45,646**
6	Kane County	44,523
7	Will County	44,356
8	Grundy County	42,192
9	Menard County	41,497
10	Piatt County	41,429

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

The following shows the median family income for counties in the State.

Ranking of Median Family Income*(1)*

County	Family Income	Ranking
DuPage County	$131,901	1
Lake County	126,685	2
Monroe County	123,603	3
Will County	119,675	4
McHenry County	116,736	5
Kendall County	114,678	6
Kane County	112,260	7
Cook County	**97,520**	**15**

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

The U.S. Census Bureau 5-year estimated values reported that the Village had a median family income of $210,123. This compares to $97,520 for the County and $99,215 for the State. The following table represents the distribution of family incomes for the Village, the County and the State at the time of the 2022 ACS.

Family Income*(1)*

	The Village		The County		The State	
Income	Number	Percent	Number	Percent	Number	Percent
Under $10,000	68	0.7%	43,071	3.6%	92,548	3.0%
$10,000 to $14,999	43	0.4%	22,773	1.9%	51,680	1.6%
$15,000 to $24,999	50	0.5%	56,701	4.7%	127,333	4.1%
$25,000 to $34,999	80	0.8%	71,335	5.9%	160,445	5.1%
$35,000 to $49,999	243	2.5%	106,849	8.8%	267,949	8.5%
$50,000 to $74,999	703	7.2%	167,778	13.9%	455,252	14.5%
$75,000 to $99,999	851	8.7%	149,547	12.4%	423,500	13.5%
$100,000 to $149,999	1,485	15.2%	228,932	18.9%	660,439	21.1%
$150,000 to $199,999	1,240	12.7%	143,577	11.9%	385,443	12.3%
$200,000 or more	5,007	51.2%	220,107	18.2%	509,514	16.3%
Total	9,770	100.0%	1,210,670	100.0%	3,134,103	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

The U.S. Census Bureau 5-year estimated values reported that the Village had a median household income of $150,236. This compares to $78,304 for the County and $78,433 for the State. The following table represents the distribution of household incomes for the Village, the County and the State at the time of the 2022 ACS.

Household Income*(1)*

	The Village		The County		The State	
Income	Number	Percent	Number	Percent	Number	Percent
Under $10,000	464	3.4%	124,376	6.0%	261,983	5.3%
$10,000 to $14,999	83	0.6%	81,221	3.9%	173,630	3.5%
$15,000 to $24,999	363	2.7%	140,887	6.8%	332,403	6.7%
$25,000 to $34,999	406	3.0%	147,582	7.1%	350,966	7.1%
$35,000 to $49,999	822	6.1%	200,137	9.7%	500,799	10.1%
$50,000 to $74,999	1,328	9.9%	301,969	14.6%	766,671	15.4%
$75,000 to $99,999	1,171	8.7%	255,350	12.4%	639,046	12.9%
$100,000 to $149,999	2,097	15.6%	346,116	16.8%	876,255	17.6%
$150,000 to $199,999	1,346	10.0%	191,308	9.3%	467,313	9.4%
$200,000 or more	5,401	40.1%	277,302	13.4%	599,695	12.1%
Total	13,481	100.0%	2,066,248	100.0%	4,968,761	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey, ACS 5-Year Estimates, 2022.

Retail Activity

The table below shows the distribution of the municipal portion and Home Rule portion of the Retailers' Occupation, Service Occupation and Use Tax ("Sales Tax") collected by the State Department of Revenue from retailers within the Village. The table below indicates the level of retail activity in the Village.

Retailers' Occupation, Service Occupation and Use Tax*(1)*

State Fiscal Year Ending June 30	Municipal Tax(2)	Percent Change +(-)	Home Rule Sales Tax	Percent Change +(-)	Total	Percent Change +(-)
2019	$ 9,177,772	(3.86%)	$6,201,976	16.89%	$15,379,748	3.56%(3)
2020	8,798,713	(4.13%)	6,231,710	0.48%	15,030,423	(2.27%)
2021	7,493,924	(14.83%)	5,001,914	(19.73%)	12,495,839	(16.86%)
2022	10,070,973	34.39%	7,141,413	42.77%	17,212,386	37.74%
2023	10,163,860	0.92%	7,110,188	(0.44%)	17,274,048	0.36%
Growth from 2019 to 2023		10.74%		14.64%		12.32%

Notes: (1) Source: Illinois Department of Revenue.
(2) Tax distributions are based on records of the Illinois Department of Revenue relating to the 1% municipal portion of the Retailers' Occupation, Service Occupation and Use Tax, collected on behalf of the Village, less a State administration fee. The municipal 1% includes tax receipts from the sale of food and drugs which are not taxed by the State.
(3) 2019 percentage is based on a total 2018 sales tax distribution of $14,851,700.

Public Act 101-0009, effective June 5, 2019, included the "Leveling the Playing Field for Illinois Retailers Act." This legislation requires certain remote retailers to collect and remit state and locally-imposed sales taxes for the jurisdiction where the product is delivered (destination) starting on July 1, 2020. Information from the Illinois Municipal League (IML) indicates that "local governments could receive $92 million per state fiscal year." There will, however, be a decrease in collections of Use Tax. Ultimately, the IML anticipates that municipalities will experience a net increase as a result of Public Act 101-0009.

Income Tax

The following table shows the distribution of the municipal portion of the State Income Tax collected by the State and distributed through the Local Government Distributive Fund by the State Comptroller over the past five fiscal years.

Income Tax Revenue History *(1)*

Fiscal Year	Income Tax Revenues Distributions(2)
2019	$3,429,472
2020	3,262,554
2021	4,308,831
2022	5,299,126
2023	5,489,231

Notes: (1) Source: the Village's Annual Comprehensive Financial Reports for the fiscal years ended April 30, 2019 through April 30, 2023.

(2) The State Fiscal Year 2022 Budget contains a provision reducing the amount of income tax revenue to be deposited into the Local Government Distributive Fund for distribution to municipalities like the Village by 5% for State Fiscal Year 2022. The Village cannot determine at this time the financial impact of this provision on the overall financial condition for the future.

DEFAULT RECORD

The Village has no record of default and has met its debt repayment obligations promptly.

SHORT-TERM BORROWING

The Village has not issued tax anticipation warrants or revenue anticipation notes during the last five years to meet its short-term current year cash flow requirements.

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DEBT INFORMATION

After the issuance of the Bonds and the refunding of the Refunded Bonds, the Village will have outstanding $105,657,000* principal amount of general obligation debt.

Except for the Bonds, the Village does not intend to issue any debt within the next six months.

General Obligation Bonded Debt*(1)(2)*
(Principal Only)

Calendar Year	Series 2012B (12/1)	Series 2013A (12/1)	Series 2013B(3) (12/1)	Series 2014A (12/1)	Series 2015A (12/1)	Series 2015B (12/1)	Series 2016 (12/1)	Series 2018A (12/1)	Series 2018B (12/1)	Series 2019 (12/1)
2024	$125,000	$ 385,000	$ 305,000	$ 2,265,000	$ 1,035,000	$ 825,000	$ 770,000	$ 785,000	$ 425,000	$ 660,000
2025	130,000	400,000	320,000	2,390,000	1,070,000	855,000	785,000	820,000	435,000	690,000
2026	130,000	410,000	330,000	2,485,000	1,105,000	880,000	825,000	850,000	450,000	735,000
2027	135,000	425,000	345,000	2,595,000	1,145,000	910,000	850,000	875,000	460,000	760,000
2028	0	445,000	360,000	1,740,000	1,185,000	940,000	970,000	970,000	475,000	805,000
2029	0	460,000	375,000	0	1,230,000	970,000	1,000,000	1,050,000	490,000	825,000
2030	0	480,000	390,000	0	1,280,000	1,000,000	1,065,000	1,080,000	510,000	590,000
2031	0	500,000	405,000	0	1,330,000	1,035,000	1,100,000	1,115,000	525,000	605,000
2032	0	520,000	425,000	0	1,390,000	1,065,000	1,135,000	1,150,000	540,000	630,000
2033	0	540,000	445,000	0	1,350,000	1,100,000	1,165,000	1,175,000	560,000	645,000
2034	0	565,000	460,000	0	1,405,000	1,140,000	1,200,000	1,215,000	580,000	670,000
2035	0	590,000	485,000	0	0	1,175,000	1,235,000	1,255,000	600,000	455,000
2036	0	620,000	505,000	0	0	0	1,285,000	1,290,000	620,000	470,000
2037	0	0	0	0	0	0	0	1,330,000	645,000	1,015,000
2038	0	0	0	0	0	0	0	0	0	1,045,000
2039	0	0	0	0	0	0	0	0	0	0
2040	0	0	0	0	0	0	0	0	0	0
Total	$520,000	$6,340,000	$5,150,000	$11,475,000	$13,525,000	$11,895,000	$13,385,000	$14,960,000	$7,315,000	$10,600,000

Calendar Year	Series 2020 (12/1)	Series 2021 (12/1)	The Bonds(4) (12/1)	Less: The Refunded Bonds(4) Series 2013A	Less: The Refunded Bonds(4) Series 2013B(3)	Total Principal Outstanding(4)	Cumulative Principal Retired(4) Amount	Cumulative Principal Retired(4) Percent
2024	$ 161,000	$ 170,000	$ 0	$ 0	$ 0	$ 7,911,000	$ 7,911,000	7.49%
2025	163,000	180,000	0	0	0	8,238,000	16,149,000	15.28%
2026	166,000	190,000	0	0	0	8,556,000	24,705,000	23.38%
2027	173,000	195,000	700,000	(425,000)	(345,000)	8,798,000	33,503,000	31.71%
2028	174,000	555,000	735,000	(445,000)	(360,000)	8,549,000	42,052,000	39.80%
2029	175,000	580,000	770,000	(460,000)	(375,000)	7,090,000	49,142,000	46.51%
2030	176,000	610,000	815,000	(480,000)	(390,000)	7,126,000	56,268,000	53.26%
2031	182,000	640,000	850,000	(500,000)	(405,000)	7,382,000	63,650,000	60.24%
2032	187,000	650,000	890,000	(520,000)	(425,000)	7,637,000	71,287,000	67.47%
2033	0	670,000	940,000	(540,000)	(445,000)	7,605,000	78,892,000	74.67%
2034	0	685,000	980,000	(565,000)	(460,000)	7,875,000	86,767,000	82.12%
2035	0	695,000	1,020,000	(590,000)	(485,000)	6,435,000	93,202,000	88.21%
2036	0	710,000	1,065,000	(620,000)	(505,000)	5,440,000	98,642,000	93.36%
2037	0	725,000	0	0	0	3,715,000	102,357,000	96.88%
2038	0	735,000	0	0	0	1,780,000	104,137,000	98.56%
2039	0	750,000	0	0	0	750,000	104,887,000	99.27%
2040	0	770,000	0	0	0	770,000	105,657,000	100.00%
Total	$1,557,000	$9,510,000	$8,765,000	$(5,145,000)	$(4,195,000)	$105,657,000		

Notes: (1) Source: The Village.
(2) Mandatory sinking fund payments shown for term bonds.
(3) Public Library Bonds.
(4) Subject to change.

**Subject to change.*

Detailed Overlapping Bonded Debt*(1)*

(As of March 26, 2024)

	Outstanding Debt(2)	Applicable to the Village Percent(3)	Applicable to the Village Amount
Schools:			
School District Number 21	$ 86,270,000	1.17%	$ 1,012,532
School District Number 29	4,060,000	13.74%	557,993
School District Number 30	37,815,000	62.31%	23,563,854
School District Number 31	10,010,000	14.50%	1,451,926
High School District Number 203	120,565,000	1.21%	1,464,219
High School District Number 214	19,405,000	0.25%	48,374
High School District Number 225	36,580,000	41.35%	15,124,406
Community College District Number 512	222,130,000	0.13%	282,736
Community College District Number 535	54,930,000	10.40%	5,713,173
Total Schools			$ 49,219,212
Others:			
Cook County	$2,093,131,750	1.67%	$ 34,935,698
Cook County Forest Preserve District	90,940,000	1.67%	1,517,846
Metropolitan Water Reclamation District of Greater Chicago	2,503,179,075	1.70%	42,468,488
Northbrook Park District	13,675,000	93.62%	12,802,691
Total Others			$ 91,724,722
Total Schools and Others Overlapping Bonded Debt			$140,943,934

Notes: (1) Source: Cook County Clerk and the MSRB's Electronic Municipal Market Access website ("EMMA").
(2) Includes alternate revenue source bonded debt and original principal amounts of capital appreciation bonds.
(3) Percentages are based on 2022 EAV, the most current available.

Statement of Bonded Indebtedness*(1)*

	Amount Applicable	Ratio To Equalized Assessed	Ratio To Estimated Actual	Per Capita (2020 Census Pop. 35,222)
Assessed Valuation of Taxable Property, 2022(2)	$3,081,918,660	100.00%	33.33%	$ 87,499.82
Estimated Actual Value, 2022(2)	$9,245,755,980	300.00%	100.00%	$262,499.46
Village Direct Bonded Debt(3)	$ 105,657,000	3.43%	1.14%	$ 2,999.74
Overlapping Bonded Debt:(4)				
Schools	$ 49,219,212	1.60%	0.53%	$ 1,397.40
All Others	91,724,722	2.98%	0.99%	2,604.19
Total Overlapping Bonded Debt	$ 140,943,934	4.57%	1.52%	$ 4,001.59
Total Direct & Overlapping Bonded Debt(3)	$ 246,600,934	8.00%	2.67%	$ 7,001.33

Notes: (1) Source: Cook County Clerk and the Village.
(2) Excludes TIF valuations.
(3) Includes the Bonds, excludes the Refunded Bonds, and is subject to change.
(4) Overlapping bonded debt as of March 26, 2024.

LEGAL DEBT MARGIN

As a home rule municipality under the Illinois Constitution, the Village has no legal debt limitations or property tax limits.

PROPERTY ASSESSMENT AND TAX INFORMATION

For the 2022 levy year, the Village's EAV was comprised of 69.48% residential, 9.71% industrial, 20.81% commercial, and no farm and railroad property valuations.

Village Equalized Assessed Valuation*(1)(2)*

	Levy Years				
Property Class	2018	2019(3)	2020	2021	2022(3)
Residential	$1,739,304,863	$1,891,846,774	$1,899,723,609	$1,762,834,837	$2,141,311,569
Commercial	570,456,101	704,555,966	676,032,548	617,600,619	641,205,548
Industrial	223,662,278	270,441,524	284,216,866	272,382,975	299,401,543
Total	$2,533,423,242	$2,866,844,264	$2,859,973,023	$2,652,818,431	$3,081,918,660
Percent change +(-)	(2.19%)(4)	13.16%	(0.24%)	(7.24%)	16.18%

Notes: (1) Source: Cook County Clerk.
(2) Excludes TIF valuations.
(3) Triennial assessment year.
(4) Percentage based on 2017 EAV of $2,590,166,983.

Representative Tax Rates*(1)*
(Per $100 EAV)

	Levy Years				
	2018	2019(2)	2020	2021	2022(2)
Village Rates:					
Corporate Fund	$0.271	$0.247	$0.275	$0.284	$0.231
Bonds and Interest	0.164	0.172	0.172	0.158	0.136
Police Pension	0.144	0.145	0.129	0.161	0.144
Fire Pension	0.146	0.157	0.139	0.170	0.155
IMRF	0.047	0.043	0.050	0.052	0.040
Library	0.347	0.314	0.311	0.344	0.312
Total Village Rate	$1.119	$1.078	$1.076	$1.169	$1.018
Cook County	0.489	0.454	0.453	0.446	0.431
Cook County Forest Preserve District	0.060	0.059	0.058	0.058	0.081
Consolidated Elections	0.000	0.030	0.000	0.019	0.000
Northfield Township(3)	0.083	0.075	0.078	0.088	0.081
North Shore Mosquito Abatement District	0.010	0.009	0.009	0.009	0.008
Metropolitan Water Reclamation District	0.396	0.389	0.378	0.382	0.374
Northbrook Park District	0.456	0.416	0.427	0.458	0.416
School District Number 28	2.970	2.681	2.805	3.129	2.885
Township High School District No. 225	2.216	2.006	2.084	2.310	2.064
Community College District Number 535	0.246	0.221	0.227	0.252	0.221
Total(4)	$8.045	$7.418	$7.595	$8.320	$7.579

Notes: (1) Source: Cook County Clerk.
(2) Triennial assessment year.
(3) Includes Road and Bridge and General Assistance.
(4) Representative tax rates are from Northfield Township tax code number 25032, which represents the largest portion of the Village's 2022 EAV, the most current available.

Tax Extensions and Collections*(1)*

Levy Year	Collection Year	Taxes Extended	Total Collections Amount	Total Collections Percent
2018	2019	$19,555,239	$19,067,172	97.50%
2019	2020	21,882,760	21,241,263	97.07%
2020	2021	21,865,793	21,738,065	99.42%
2021	2022	22,559,281	22,351,866	99.08%
2022	2023	22,450,998	10,976,568	48.89%(2)

Notes: (1) Source: Cook County Clerk and the Village.
(2) As of April 30, 2023.

The following table shows the principal taxpayers for the Village.

Principal Taxpayers*(1)*

Taxpayer Name	Business/Service	2022 EAV(2)
Jones Lang LaSalle	Commercial Office Buildings	$ 62,113,427
Brookfield Prop Retail	Northbrook Court Shopping Center	49,087,046
Willow Festival Regency	Shopping Center	35,334,590
Underwriters Laboratory, Inc.	Equipment Testing	27,893,132
TGM Northshore LLC	Real Property	26,255,969
Finger EPCO Northbrook	Real Property	22,299,884
Korman/Lederer & Associates	Real Property	20,617,057
Lake Cook Road & Mid America	Portion of Village Square Shopping Center	19,456,618
Village Square of Northbrook	Portion of Village Square Shopping Center	18,349,106
Euromarket Designs	Furniture and Home Décor	17,443,645
Total		$298,850,474
Ten Largest Taxpayers as Percent of Total 2022 EAV of $3,081,918,660		9.70%

Notes: (1) Source: Cook County Clerk, except for taxpayer descriptions which are based on publicly available information available to the Village.
(2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2022 EAV is the most current available.

TAX INCREMENT FINANCING DISTRICTS LOCATED WITHIN THE VILLAGE*(1)*

A portion of the Village's EAV is contained in Tax Increment Financing ("TIF") districts. When a TIF district is created within the boundaries of a taxing body, such as the Village, the EAV of the portion of real property designated as a TIF district is frozen at the level of the tax year in which it was designated as such (the "Base EAV"). Any incremental increases in property tax revenue produced by the increase in EAV derived from the redevelopment project area during the life of the TIF district are not provided to the Village until the TIF district expires. The current TIF districts are described below.

The TIF incremental 2022 EAV in the Village is $13,334,548. All obligations of the Dundee Rd/Skokie Blvd District were paid at the end of 2023 and the TIF was terminated early by the Village Board of Trustees on January 23, 2024. The Northbrook Court TIF District was terminated early by the Village Board of Trustees on October 30, 2023 and the Northbrook Court II TIF was created. The Village is not aware of any new TIF districts planned in the immediate future.

Village TIF Districts*(1)*

TIF District	Year Established	2022 Frozen (Base) Base EAV	2022 EAV	Incremental 2022 EAV
Dundee Road/Skokie Boulevard	2006 (Amended 2014)	$3,115,141	$16,449,689	$ 13,334,548
Northbrook Court	2019	9,929,392	6,544,401	0

Total Incremental 2022 EAV	$ 13,334,548
Village 2022 EAV	3,081,918,660
Total 2022 EAV	$3,095,253,208

Note: (1) Source: Cook County Clerk and the Village.

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES

Summary of Property Assessment, Tax Levy and Collection Procedures

A separate tax to pay the principal of and interest on the Bonds will be levied on all taxable real property within the Village. The information under this caption describes the current procedures for real property assessments, tax levies and collections in the County. There can be no assurance that the procedures described herein will not change.

Real Property Assessment

The County Assessor (the "Assessor") is responsible for the assessment of all taxable real property within the County, including such property located within the boundaries of the Village, except for certain railroad property, pollution control facilities and low sulfur dioxide emission coal-fueled devices, which are assessed directly by the Department. For triennial reassessment purposes, Cook County is divided into three Districts: west and south suburbs (the "South Tri"), north and northwest suburbs (the "North Tri"), and the City of Chicago (the "City Tri"). The Village is located in the North Tri and was last reassessed for the 2022 tax levy year. The Village will next be reassessed for the 2025 levy year.

Real property in the County is separated into classes for assessment purposes. After the Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation (the "Assessed Valuation") for the parcel. Such classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed at various percentages of fair market value as follows: Class 1 - unimproved real estate (10%); Class 2 - residential (10%); Class 3 - rental-residential (16% in tax year 2009, 13% in tax year 2010, and 10% in tax year 2011 and subsequent years); Class 4 - not-for-profit (25%); Class 5a - commercial (25%); and Class 5b - industrial (25%).

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In addition, property may be temporarily classified into one of eight additional assessment classification categories. Upon expiration of such classification, property so classified will revert to one of the basic six assessment classifications described above. The additional assessment classifications are as follows:

CLASS	DESCRIPTION OF QUALIFYING PROPERTY	ASSESSMENT PERCENTAGE	REVERTS TO CLASS
6b	Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties	10% for first 10 years and any 10 year renewal; if not renewed, 15% in year 11, 20% in year 12	5b
C	Industrial property that has undergone environmental testing and remediation	10% for first 10 years, 15% in year 11, 20% in year 12	5b
	Commercial property that has undergone environmental testing and remediation	10% for first 10 years, 15% in year 11, 20% in year 12	5a
7a/7b	Newly constructed or substantially rehabilitated commercial properties in an area in need of commercial development	10% for first 10 years, 15% in year 11, 20% in year 12	5a
7c	Newly constructed or rehabilitated commercial buildings and acquisition of abandoned property and rehabilitation of buildings thereon including the land upon which the buildings are situated and the land related to the rehabilitation	10% for first 3 years and any 3 year renewal; if not renewed, 15% in year 4, 20% in year 5	5a
8	Industrial properties in enterprise communities or zones in need of substantial revitalization	10% for first 10 years and any 10-year renewal; if not renewed, 15% in year 11, 20% in year 12	5b
	Commercial properties in enterprise communities or zones in need of substantial revitalization	10% for first 10 years, 15% in year 11, 20% in year 12	5a
9	New or substantially rehabilitated multi-family residential properties in target areas, empowerment or enterprise zones	10% for first 10 years and any 10 year renewal	As Applicable
S	Class 3 properties subject to Section 8 contracts renewed under the "Mark up to Market" option	10% for term of Section 8 contract renewal and any subsequent renewal	3
L	Substantially rehabilitated Class 3, 4 or 5b properties qualifying as "Landmark" or "Contributing" buildings	10% for first 10 years and any 10-year renewal; if not renewed, 15% in year 11, 20% in year 12	3, 4, or 5b
	Substantially rehabilitated Class 5a properties qualifying as "Landmark" or "Contributing" buildings	10% for first 10 years, 15% in year 11, 20% in year 12	5a

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review (the "Board of Review"), which consists of three commissioners elected by the voters of Cook County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of residential property having six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County (the "Circuit Court") or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court. The procedure under this alternative is similar to the judicial review procedure described in the immediately preceding paragraph, however, the standard of proof differs. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

Equalization

After the Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Department is required by statute to review the Assessed Valuations. The Department establishes an equalization factor (the "Equalization Factor"), commonly called the "multiplier," for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is to be equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in the County, regardless of its assessment category, except for certain farmland property and wind energy assessable property, which are not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the EAV of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body's jurisdiction, plus the valuation of property assessed directly by the Department, constitute the total real estate tax base for the taxing body, which is used to calculate tax rates (the "Assessment Base"). The following table sets forth the Equalization Factor for the County for the last 10 tax levy years.

TAX LEVY YEAR	EQUALIZATION FACTOR
2013	2.6621
2014	2.7253
2015	2.6685
2016	2.8032
2017	2.9627
2018	2.9109
2019	2.9160
2020	3.2234
2021	3.0027
2022	2.9237

Exemptions

The Illinois Property Tax Code, as amended (the "Property Tax Code"), exempts certain property from taxation. Certain property is exempt from taxation on the basis of ownership and/or use, including, but not limited to, public parks, not-for-profit schools, public schools, churches, not-for-profit hospitals and public hospitals. In addition, the Property Tax Code provides a variety of homestead exemptions, which are discussed below.

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes ("Residential Property") may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of $10,000 for tax year 2017 and thereafter.

The Long-Time Occupant Homestead Exemption limits the increase in EAV of a taxpayer's homestead property to 10% per year if such taxpayer has owned the property for at least 10 years as of January 1 of the assessment year (or 5 years if purchased with certain government assistance) and has a household income of $100,000 or less ("Qualified Homestead Property"). If the taxpayer's annual income is $75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties.

The Homestead Improvement Exemption applies to Residential Property that has been improved or rebuilt in the two years following a catastrophic event, as defined in the Property Tax Code. The exemption is limited to an annual maximum amount of $75,000 for up to four years, to the extent the Assessed Valuation is attributable solely to such improvements or rebuilding.

The Senior Citizens Homestead Exemption annually reduces the EAV on residences owned and occupied by senior citizens. Beginning with tax year 2017, the maximum exemption is $8,000.

The Senior Citizens Assessment Freeze Homestead Exemption freezes property tax assessments for homeowners who are 65 and older, reside in their property as their principal place of residence and receive a household income not in excess of $65,000 beginning in assessment year 2017. This exemption grants to qualifying senior citizens an exemption equal to the difference between (a) the current EAV of the residence and (b) the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for the exemption, plus the EAV of improvements since such year. Beginning in tax year 2017, the amount of the exemption is equal to the greater of the amount calculated as described in the previous sentence (as more completely set forth in the Property Tax Code) or $2,000.

Purchasers of certain single family homes and residences of one to six units located in certain targeted areas (as defined in the Property Tax Code) can apply for the Community Stabilization Assessment Freeze Pilot Program. To be eligible the purchaser must meet certain requirements for rehabilitating the property, including expenditures of at least $5 per square foot, adjusted by the Consumer Price Index ("CPI"). Upon meeting the requirements, the assessed value of the improvements is reduced by (a) 90% in the first seven years, (b) 65% in the eighth year and (c) 35% in the ninth year. The benefit ceases in the tenth year. The program will be phased out by June 30, 2029.

The Natural Disaster Homestead Exemption (the "Natural Disaster Exemption") applies to homestead properties containing a residential structure that has been rebuilt following a natural disaster occurring in taxable year 2012 or any taxable year thereafter. A natural disaster is an occurrence of widespread or severe damage or loss of property resulting from any catastrophic cause including but not limited to fire, flood, earthquake, wind, or storm. The Natural Disaster Exemption is equal to the EAV of the residence in the first taxable year for which the taxpayer applies for the exemption minus the base amount. To be eligible for the Natural Disaster Exemption, the residential structure must be rebuilt within two years after the date of the natural disaster, and the square footage of the rebuilt residential structure may not be more than 110% of the square footage of the original residential structure as it existed immediately prior to the natural disaster. The Natural Disaster Exemption remains at a constant amount until the taxable year in which the property is sold or transferred.

Three exemptions are available to veterans of the United States armed forces. The Veterans with Disabilities Exemption for Specially-Adapted Housing exempts up to $100,000 of the Assessed Valuation of property owned and used exclusively by veterans with a disability, their spouses or unmarried surviving spouses. Qualification for this exemption requires the veteran's disability to be of such a nature that the federal government has authorized payment for purchase of specially adapted housing under the U.S. Code as certified to annually by the Illinois Department of Veterans Affairs or for housing or adaptations donated by a charitable organization to such disabled veteran.

The Standard Homestead Exemption for Veterans with Disabilities provides an annual homestead exemption to veterans with a service-connected disability based on the percentage of such disability. If the veteran has a (a) service-connected disability of 30% or more but less than 50%, the annual exemption is $2,500, (b) service-connected disability of 50% or more but less than 70%, the annual exemption is $5,000, and (c) service-connected disability of 70% or more, the property is exempt from taxation.

The Returning Veterans' Homestead Exemption is available for property owned and occupied as the principal residence of a veteran in the assessment year, and the year following the assessment year, in which the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a one-time, two-year homestead exemption of $5,000.

Finally, the Homestead Exemption for Persons with Disabilities provides an annual homestead exemption in the amount of $2,000 for property that is owned and occupied by certain disabled persons who meet State-mandated guidelines.

Tax Levy

As part of the annual budgetary process of governmental units (the "Units") with power to levy taxes in the County, the designated body for each Unit annually adopts proceedings to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The County Clerk computes the Unit's maximum allowable levy by multiplying the maximum tax rate for that Unit by the prior year's EAV for all property currently in the Village. The prior year's EAV includes the EAV of any new property, the current year value of any annexed property and any recovered tax increment value, minus any disconnected property for the current year under the Limitation Law. The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year's EAV.

Property Tax Extension Limitation Law

The Property Tax Extension Limitation Law (the "Limitation Law") limits the amount of the annual increase in property taxes to be extended for certain Illinois non-home rule units of government. In general, the Limitation Law restricts the amount of such increases to the lesser of 5% or the percentage increase in the CPI during the calendar year preceding the levy year. Currently, the Limitation Law applies only to and is a limitation upon all non-home rule taxing bodies in Cook County, the five collar counties (DuPage, Kane, Lake, McHenry and Will) and several downstate counties.

Home rule units, including the Village, are exempt from the limitations contained in the Limitation Law. If the Limitation Law were to apply in the future to the Village, the limitations set forth therein will not apply to any taxes levied by the Village to pay the principal of and interest on the Bonds.

Extensions

As part of the annual budgetary process of governmental units (the "Units") with power to levy taxes in the County, the designated body for each Unit annually adopts proceedings to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The County Clerk computes the Unit's maximum allowable levy by multiplying the maximum tax rate for that Unit by the prior year's EAV for all property currently in the City. The prior year's EAV includes the EAV of any new property, the current year value of any annexed property and any recovered tax increment value, minus any disconnected property for the current year under the Limitation Law. The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year's EAV.

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the "Warrant Books") along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector's authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

Collections

Property taxes are collected by the County Collector, who is also the County Treasurer, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. A payment due is deemed to be paid on time if the payment is postmarked on the due date. Beginning with the first installment payable in 2010, the first installment is equal to 55% of the prior year's tax bill. However, if a Certificate of Error is approved by a court or certified on or before November 30 of the preceding year and before the estimated tax bills are prepared, then the first installment is instead based on the certain percentage of the corrected prior year's tax bill. The second installment is for the balance of the current year's tax bill, and is based on the then current tax year levy, assessed value and Equalization Factor, and reflects any changes from the prior year in those factors. The first installment penalty date has historically been the first business day in March. Pursuant to Public Act 102-1112, the first installment penalty date for levy year 2022 was changed from March 1, 2023 to April 1, 2023. The following table sets forth the second installment penalty date for the last ten tax levy years in the County.

TAX LEVY YEAR	SECOND INSTALLMENT PENALTY DATE
2013	August 1, 2014
2014	August 3, 2015
2015	August 1, 2016
2016	August 1, 2017
2017	August 1, 2018
2018	August 1, 2019
2019	October 1, 2020
2020	October 1, 2021
2021	December 30, 2022
2022	December 1, 2023

As a result of ongoing efforts to modernize technology within various County property tax agencies, personnel shortages and turnover attributable to COVID-19 and the complicated nature of the reassessment of property taxes in the City of Chicago, for the 2021 tax year (for amounts payable in calendar year 2022), the distribution of amounts related to second installment County property tax bills for calendar year 2022 were delayed. The Village did not experience any cash flow issues due to such delay.

It is possible that the changes to the assessment appeals process described above will cause delays similar to those experienced in past years in preparation and mailing of the second installment in future years. In the future, the County may provide for tax bills to be payable in four installments instead of two.

During the periods of peak collections, tax receipts are forwarded to each Unit on a weekly basis. Upon receipt of taxes from the County Collector, the Village promptly credits the taxes received to the funds for which they were levied.

Truth in Taxation Law

Legislation known as the Truth in Taxation Law (the "Law") limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels. The provisions of the Law do not apply to levies made to pay principal of and interest on the Bonds. The Village covenanted in the Bond Ordinance that it will not take any action or fail to take any action which would adversely affect the ability of the Village to levy and collect the taxes levied by the Village for payment of principal of and interest on the Bonds, other than as described under **"THE BONDS – Abatement of Pledged Taxes"** herein. The Village also covenanted that it and its officers will comply with all present and future laws concerning the levy, extension and collection of such taxes levied by the Village, collected and deposited as provided in the Bond Ordinance.

FINANCIAL INFORMATION

Financial Reports

The Village's financial statements are audited annually by certified public accountants. The Village's financial statements are completed on a modified accrual basis of accounting consistent with generally accepted accounting principles applicable to governmental entities. See **APPENDIX A** for more detail.

No Consent or Updated Information Requested of the Auditor

The tables contained in this **"FINANCIAL INFORMATION"** section (the "Excerpted Financial Information") are from the audited financial statements of the Village, including the audited financial statements for the fiscal year ended April 30, 2023 (the "2023 Audit"), which was approved by formal action of the Village Board and attached to this Official Statement as **APPENDIX A**. The Village has not requested the Auditor to update information contained in the Excerpted Financial Information or the 2023 Audit; nor has the Village requested that the Auditor consent to the use of the Excerpted Financial Information or the 2023 Audit in this Official Statement. Other than as expressly set forth in this Official Statement, the financial information contained in the Excerpted Financial Information and 2023 Audit has not been updated since the date of the 2023 Audit. The inclusion of the Excerpted Financial Information and 2023 Audit in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the Village since the date of the 2023 Audit. Questions or inquiries relating to financial information of the Village since the date of the 2023 Audit should be directed to the Village.

Summary Financial Information

The following tables are summaries and do not purport to be the complete audits, copies of which are available upon request. See **APPENDIX A** for the Village's 2023 Audit.

Statement of Net Position
Governmental Activities

	Audited as of April 30				
	2019	2020	2021	2022	2023
ASSETS:					
Cash and Cash Equivalents	$ 39,689,973	$ 46,953,834	$ 41,670,154	$ 53,592,278	$ 59,954,246
Receivables – Net of Allowances	14,571,439	15,787,448	16,471,310	15,860,842	15,721,466
Due from Other Governments	1,743,884	1,432,446	1,549,268	1,663,626	2,348,960
Internal Balances	151,618	57,928	180,000	0	0
Prepaids	2,596,240	3,312,962	3,486,569	4,811,626	4,421,814
Capital Assets Not Being Depreciated	40,087,223	40,087,223	40,424,984	40,087,223	40,087,223
Capital Assets Being Depreciated, Net of Depreciation	61,098,725	60,151,175	58,998,358	57,884,232	55,109,379
Net Pension Asset – IMRF	0	0	601,413	5,520,115	0
Total Assets	$159,939,102	$167,783,016	$163,382,056	$179,419,942	$177,643,088
DEFERRED OUTFLOWS OF RESOURCES:					
Loss on Refunding	$ 1,694,610	$ 1,511,851	$ 1,329,092	$ 1,146,333	$ 963,574
Deferred Items – IMRF	5,828,040	2,306,599	3,046,387	2,556,686	7,704,609
Deferred Items - RBP	98,324	631,489	594,372	524,746	451,736
Deferred Items – Police Pension	6,228,855	6,037,386	3,312,835	3,960,831	5,294,200
Deferred Items – Firefighters' Pension	6,192,688	5,907,852	1,662,101	5,701,827	9,834,975
Total Deferred Outflows or Resources(1)	$ 20,042,517	$ 16,395,177	$ 9,944,787	$ 13,890,423	$ 24,249,094
Total Assets and Deferred Outflows of Resources(1)	$179,981,619	$184,178,193	$173,326,843	$193,310,365	$201,892,182
LIABILITIES:					
Accounts Payable	$ 1,515,963	$ 1,239,954	$ 1,143,708	$ 1,285,406	$ 980,108
Accrued Payroll and Related	716,905	994,932	2,106,443	622,103	958,946
Accrued Interest Payable	1,012,401	958,384	931,708	976,504	858,597
Deposits Payable	620,037	6,656,007	6,133,732	5,626,496	6,566,172
Due to Other Governments	757,806	1,089,972	156,611	765,653	498,648
Compensated Absences Payable	1,492,866	1,286,282	1,538,898	1,260,641	1,308,922
Net Pension Liability – IMRF	9,412,745	3,965,117	0	0	8,589,883
Net Pension Liability – Police Pension	47,240,371	50,842,827	37,523,266	46,080,763	49,527,229
Net Pension Liability – Firefighter's Pension	46,221,112	49,933,828	37,971,414	50,589,462	57,370,386
Total OPEB Liability – RBP	7,364,943	8,397,547	9,367,528	8,392,188	5,763,363
TIF Note Payable	4,274,764	3,746,511	2,867,083	2,033,699	1,002,668
General Obligation Bonds Payable					
Due Within One Year	4,405,324	5,095,738	5,317,239	4,436,514	4,647,363
Due In More Than One Year	67,216,209	65,156,738	60,022,528	62,128,219	57,555,669
Total Liabilities(1)	$192,251,446	$199,363,837	$165,080,158	$184,197,648	$195,627,954
DEFERRED INFLOWS OF RESOURCES:					
Property Taxes	$ 16,038,121	$ 17,642,691	$ 18,199,237	$ 17,584,580	$ 17,252,495
Deferred Items – IMRF	1,266,602	3,172,322	6,810,223	8,364,202	159,649
Deferred Items – Police Pension	3,455,770	2,734,594	11,642,927	2,919,298	1,149,987
Deferred Items – Firefighters' Pension	588,060	965,449	8,499,547	825,657	480,025
Deferred Items – RBP	0	0	421,483	1,044,805	3,006,042
Total Deferred Inflows or Resources	$ 21,348,553	$ 24,515,056	$ 45,573,417	$ 30,738,542	$ 22,048,198
Total Liabilities and Deferred Inflows of Resources(1)	$213,599,999	$223,878,893	$210,653,575	$214,936,190	$217,676,152
NET POSITION:					
Invested in Capital Assets, Net of Related Debt	$ 48,427,345	$ 49,423,846	$ 51,763,769	$ 52,965,456	$ 52,972,264
Restricted	2,331,081	3,457,358	3,578,241	3,725,623	2,974,152
Unrestricted(1)	(84,376,806)	(92,581,904)	(92,668,742)	(78,316,904)	(71,730,386)
Total Net Position(1)	$ (33,618,380)	$ (39,700,700)	$ (37,326,732)	$ (21,625,825)	$ (15,783,970)

Note: (1) Changes due to the inclusion of pension liabilities per GASB Statement No. 68.

Statement of Activities
Net (Expense) Revenue and Changes in Net Position

	Audited Year Ended April 30				
	2019	2020	2021	2022	2023
PRIMARY GOVERNMENT:					
Government Activities(1):					
General Government	$ (2,199,763)	$ (2,769,968)	$ (3,547,078)	$ 1,730,545	$ (2,466,602)
Public Safety	(37,306,033)	(37,465,876)	(28,586,490)	(30,323,527)	(36,220,647)
Highways and Streets	(9,951,492)	(9,214,173)	(8,040,712)	(8,083,857)	(10,582,567)
Interest on Long-Term Debt	(2,568,578)	(2,418,422)	(2,465,715)	(2,311,580)	(2,136,299)
Total Governmental Activities	$(52,025,866)	$(51,868,439)	$(42,639,995)	$(38,988,419)	$(51,406,115)
GENERAL REVENUES:					
Taxes:					
Property	$ 19,771,153	$ 21,093,599	$ 22,803,944	$ 23,902,215	$ 23,521,343
State Income	3,429,472	3,262,554	4,308,831	5,299,126	5,489,231
State Sales	15,312,715	14,986,207	12,671,607	17,626,963	17,669,155
Use	1,008,471	1,160,716	1,492,222	1,388,558	1,498,571
Auto Rental	4,854	4,972	4,942	14,793	16,401
Telecommunications	1,980,139	1,817,816	1,631,495	1,518,028	1,240,109
Admissions and Entertainment	0	0	0	49,964	62,203
Hotel Occupancy	0	0	0	427,597	664,419
Utility	1,011,487	941,529	956,106	1,118,645	1,179,879
Other	1,394,327	1,358,490	109,467	0	0
Replacement	0	0	465,303	1,080,451	1,422,208
Unrestricted Grants	0	0	0	0	2,242,539
ARPA Funds	0	0	0	2,242,539	0
Investment Income	790,341	775,778	197,196	64,025	1,820,715
Miscellaneous	575,823	384,458	372,850	346,422	421,197
Transfers In (Out)	0	0	0	(390,000)	0
Total General Revenues	$ 45,278,782	$ 45,786,119	$ 45,013,963	$ 54,689,326	$ 57,247,970
Change in Net Position	$ (6,747,084)	$ (6,082,320)	$ 2,373,968	$ 15,700,907	$ 5,841,855
Net Position, May 1	$(26,871,296)(2)	$(33,618,380)	$(39,700,700)	$(37,326,732)	$(21,625,825)
Net Position, April 30	$(33,618,380)	$(39,700,700)	$(37,326,732)	$(21,625,825)	$(15,783,970)

Notes: (1) Expenses less program revenues of Charges for Services Operating Grants and Capital Grants.
(2) As restated.

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General Fund
Balance Sheet

	Audited As of April 30				
	2019	2020	2021	2022	2023
ASSETS:					
Cash and Investments	$24,660,817	$33,011,399	$28,918,072	$31,979,243	$37,738,795
Receivables:					
Property Taxes	4,278,089	4,739,152	5,666,223	4,156,487	4,202,920
Other Taxes	3,179,997	2,477,091	3,390,211	4,042,068	3,802,310
Other	946,249	919,154	819,845	885,093	900,170
Inventory	53,620	0	0	0	0
Due from Other Funds	151,618	57,928	180,000	0	0
Due from Other Governments	1,628,454	1,292,159	1,439,996	1,552,319	2,223,823
Total Assets	$34,898,844	$42,496,883	$40,414,347	$42,615,210	$48,868,018
LIABILITIES:					
Accounts Payable	$ 1,073,180	$ 881,787	$ 982,252	$ 1,218,018	$ 801,028
Deposits Payable	346,509	6,378,105(1)	5,925,864	5,418,628	6,358,304
Accrued Payroll	716,905	994,932	2,106,443	622,103	958,946
Due to Other Governments	115,300	117,857	0	0	0
Total Liabilities	$ 2,251,894	$ 8,372,681	$ 9,014,559	$ 7,258,749	$ 8,118,278
DEFERRED INFLOWS OF RESOURCES:					
Property Taxes	$ 8,620,144	$ 8,874,061	$ 9,890,636	$ 9,493,616	$ 8,973,425
Total Deferred Inflows of Resources	8,620,144	8,874,061	9,890,636	9,493,616	8,973,425
Total Liabilities and Deferred Inflows of Resources	$10,872,038	$17,246,742	$18,905,195	$16,752,365	$17,091,703
FUND BALANCE:					
Restricted	$ 1,713,200	$ 3,635,017	$ 2,426,585	$ 2,894,900	$ 1,850,086
Nonspendable	53,620	0	0	0	0
Unassigned	22,259,986	21,615,124	19,082,567	22,967,945	29,926,229
Total Fund Balance	$24,026,806	$25,250,141	$21,509,152	$25,862,845	$31,776,315
Total Liabilities, Deferred Inflows and Fund Balance	$34,898,844	$42,496,883	$40,414,347	$42,615,210	$48,868,018

Note: (1) Due to GASB changes, deposits previously reported in agency funds were moved to the General Fund in FY2020.

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General Fund
Revenues and Expenditures

	Audited Year Ended April 30				
	2019	2020	2021	2022	2023
REVENUES:					
Taxes	$12,643,793	$12,510,236	$11,307,753	$12,769,991	$12,557,586
Licenses and Permits	5,587,902	5,519,845	5,038,039	5,588,416	6,360,720
Intergovernmental	18,310,315	17,680,360	18,181,976	26,051,329	26,555,958
Charges for Services	5,798,302	5,507,335	5,705,355	6,138,258	6,409,543
Fines and Forfeitures	270,908	286,254	74,621	247,340	266,424
Interest	477,323	471,874	163,361	40,038	1,199,253
Miscellaneous	502,523	371,903	351,629	329,722	394,208
Total Revenues	$43,591,066	$42,347,807	$40,822,734	$51,165,094	$53,743,692
EXPENDITURES:					
General Government	$15,666,614	$ 8,404,603	$ 9,432,144	$ 8,328,589	$ 8,996,087
Public Safety	28,385,219	27,074,842	27,254,647	27,959,282	30,752,782
Highways and Streets	7,767,145	7,980,421	7,876,932	7,084,529	8,081,353
Total Expenditures(1)	$51,818,978	$43,459,866	$44,563,723	$43,372,400	$47,830,222
Excess (Deficiency) of Revenues Over Expenditures	$ (8,227,912)	$ (1,112,059)	$ (3,740,989)	$ 7,792,694	$ 5,913,470
OTHER FINANCING SOURCES (USES):					
Debt Issuance	$ 0	$ 2,496,000	$ 0	$ 1,934,218	$ 0
Premium on Debt Issuance	0	264,394	0	166,821	0
Transfers In (Out), net	(624,784)	(425,000)	0	(5,540,040)	0
Total Other Financing Sources (uses)	$ (624,784)	$ 2,335,394	$ 0	$ (3,439,001)	$ 0
Net Change in Fund Balance	$ (8,852,696)	$ 1,223,335	$ (3,740,989)	$ 4,353,693	$ 5,913,470
Beginning Fund Balance	32,879,502	24,026,806	25,250,141	21,509,152	25,862,845
Ending Fund Balance	$24,026,806	$25,250,141	$21,509,152	$25,862,845	$31,776,315

Note: (1) Total General Fund Expenditures in each year include expenses incurred for capital projects which are funded through the issuance of debt in fiscal year 2020.

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General Fund
Budget and Estimated Financial Information*(1)*

	Budget Fiscal Year Ending April 30, 2024	Estimated Twelve Months Ending April 30, 2024	Budget Fiscal Year Ending April 30, 2025
REVENUES:			
Property Tax	$ 8,891,915	$ 9,001,915	$18,085,414
Replacement Taxes	1,031,950	1,080,000	1,030,000
Sales Tax	17,141,225	16,530,000	17,195,000
Income Taxes	5,473,500	5,750,000	5,917,000
Other Taxes	3,015,000	3,020,000	3,265,000
Permits	1,638,500	2,004,900	1,903,750
Licenses	833,000	702,000	810,000
Interest Income	450,000	1,487,500	960,000
Fees	3,991,150	1,884,992	1,721,200
Fines	300,000	200,000	235,000
Charges for Service	2,251,000	5,942,267	5,938,500
Miscellaneous	1,078,030	382,000	440,000
Grants	0	90,000	115,000
Total Revenues	$46,095,270	$ 48,075,574	$57,615,864
Operating Transfers In	$ 2,861,950	$ 2,861,950	$ 4,928,495
Total Revenues and Transfers In	$48,957,220	$ 50,937,524	$62,544,359
EXPENDITURES:			
Personal Services	$30,509,400	$ 29,522,327	$31,573,915
Fringe Benefits	5,792,490	7,667,725	17,780,966
Contractual Services	8,783,460	8,050,732	8,256,159
Commodities	1,954,390	1,956,634	1,905,230
Capital Outlay	3,519,625	3,531,721	2,916,465
Total Expenditures	$50,559,365	$ 50,729,139	$62,432,735
Operating Transfer Out	$ 650,000	$ 6,900,127	$ 650,000
Total Expenditures and Transfers Out	$51,209,365	$ 57,629,266	$63,082,735
Revenues over (Under) Expenditures and Transfers	$ (2,252,145)	$(6,691,742)	$ (538,376)

Note: (1) Source: The Village.

PENSION AND RETIREMENT OBLIGATIONS

The latest audited pension information is contained in **APPENDIX A** herein.

The police and fire pensions are subject to audit. Currently, the pensions are not fully funded. The state law provides for fully funding over an extended period. The Village annually funds the actuarially required contribution. In the event that contributions and investment revenue are insufficient for the pension obligation, the Village will be required to increase its contribution by increasing revenues or decreasing expenditures on other services.

The Illinois Municipal Retirement Fund (IMRF) is held by the State, which sets the annual contribution by the Village. The full annual amount is funded each year.

EMPLOYEE RETIREMENT AND OTHER POSTEMPLOYMENT BENEFITS OBLIGATIONS

See **APPENDIX D** herein for a discussion of the Village's employee retirement and other postemployment benefits obligations.

REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds to be kept at the principal corporate trust office of the Bond Registrar in Chicago, Illinois. The Village will authorize to be prepared, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less Bonds previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond beginning at the close of business on the fifteenth day of the month next preceding any interest payment date on such Bond (known as the record date) and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bonds shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a bond surrendered for redemption.

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludible from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Village's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludible from the gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts within the Village's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the "OID Issue Price") for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Bonds may be different from the prices set forth, or the prices corresponding to the yields set forth, on the cover page hereof.

If the OID Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Bonds (the "OID Bonds") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the OID Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Village complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludible from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not includible as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Department under State income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the OID Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity or, in the case of an OID Bond, its OID Issue Price plus accreted original issue discount (the "Revised Issue Price"), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in Congress legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

CONTINUING DISCLOSURE

The Village will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. No person, other than the Village, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and the other terms of the Undertaking, including termination, amendment and remedies, are set forth in the form of the Undertaking, attached hereto as **APPENDIX E**.

A failure by the Village to comply with the Undertaking will not constitute a default under the Bond Ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See **APPENDIX E**. The Village must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Village taken with respect to the issuance or sale thereof. There is no litigation now pending, or to the knowledge of the Village, threatened against the Village that is expected to materially impact the financial condition of the Village.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel ("Bond Counsel"), who has been retained by, and acts as, Bond Counsel to the Village. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the Village, reviewed only those portions of this Official Statement involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), and the description of the federal tax exemption of the interest on the Bonds and the "bank-qualified" status of the Bonds, if any. This review was undertaken solely at the request and for the benefit of the Village and did not include any obligation to establish or confirm factual matters set forth herein.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the Village, and all expressions of opinion, whether or not so stated, are intended only as such.

INVESTMENT RATINGS

The Bonds have been rated "AAA" (Stable) by S&P and "Aaa" by Moody's. The Village has supplied certain information and material concerning the Bonds and the Village to the rating services shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for investment ratings on the Bonds. Ratings reflect only the views of the rating agencies assigning such ratings and an explanation of the significance of such ratings may be obtained from such rating agencies. Generally, such rating services base their ratings on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such ratings will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating services if, in their judgment, circumstances so warrant. Any such downward change in or withdrawal of such ratings may have an adverse effect on the secondary market price of the Bonds. Except as may be required by the Undertaking described in **"CONTINUING DISCLOSURE"** herein, neither the Village nor the Underwriter undertakes responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of the rating or to oppose any such revision or withdrawal. An explanation of the significance of the investment ratings may be obtained from the rating agencies: S&P Global Ratings, 55 Water Street, New York, New York 10041, telephone 212-438-2000. Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, telephone 212-553-1658. The Village will provide appropriate periodic credit information to the rating services to maintain ratings on the Bonds.

DEFEASANCE

The Bonds are subject to legal defeasance by the irrevocable deposit of full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America (collectively, the "Government Obligations") with a bank or trust company acting as escrow agent. Any such deposit must be of sufficient amount that the receipts from the Government Obligations plus any cash on deposit will be sufficient to pay debt service on the Bonds when due or as called for redemption.

UNDERWRITING

The Bonds were offered for sale by the Village at a public, competitive sale on May 28, 2024. The best bid submitted at the sale was submitted by _____ (the "Underwriter"). The Village awarded the contract for sale of the Bonds to the Underwriter at a price of $_____ (reflecting the par amount of $_____, plus a net reoffering premium of $_____, and less an Underwriter's discount of $_____). The Underwriter has represented to the Village that the Bonds have been subsequently re-offered to the public initially at the yields set forth on the cover of the Final Official Statement.

MUNICIPAL ADVISOR

The Village has engaged Speer Financial, Inc. as municipal advisor (the "Municipal Advisor") in connection with the issuance and sale of the Bonds. The Municipal Advisor is a Registered Municipal Advisor in accordance with the rules of the MSRB. The Municipal Advisor will not participate in the underwriting of the Bonds. The financial information included in this Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Municipal Advisor is not a firm of certified public accountants and does not serve in that capacity or provide accounting services in connection with the Bonds. The Municipal Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Municipal Advisor obligated by the Village's continuing disclosure undertaking.

CERTIFICATION

We have examined this Official Statement dated May 15, 2024 for the $8,765,000* General Obligation Refunding Bonds, Series 2024, believe it to be true and correct and will provide to the purchaser of the Bonds at the time of delivery a certificate confirming to the purchaser that to the best of our knowledge and belief information in the Official Statement was at the time of acceptance of the bid for the Bonds and, including any addenda thereto, was at the time of delivery of the Bonds true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

/s/ _____
President
Village of Northbrook
Cook County, Illinois

/s/ _____
Chief Financial Officer
Village of Northbrook
Cook County, Illinois

**Subject to change.*

APPENDIX A

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

FISCAL YEAR 2023 AUDITED FINANCIAL STATEMENTS

Village of Northbrook, Illinois

Annual Comprehensive Financial Report

For the Fiscal Year Ended
April 30, 2023



northbrook

VILLAGE OF NORTHBROOK, ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED APRIL 30, 2023

Prepared by:
Finance Department

Iwona Petryszak, CPA, Chief Financial Officer
Anita Bozic, CPA, Deputy Chief Financial Officer

VILLAGE OF NORTHBROOK, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Northbrook including: List of Principal Officials, Organization Chart, Letter of Transmittal from Village Manager and Chief Financial Officer, and Certificate of Achievement for Excellence in Financial Reporting.

Village of Northbrook

Principal Officials















Legislative

Board of Trustees

Kathryn L. Ciesla, Village President

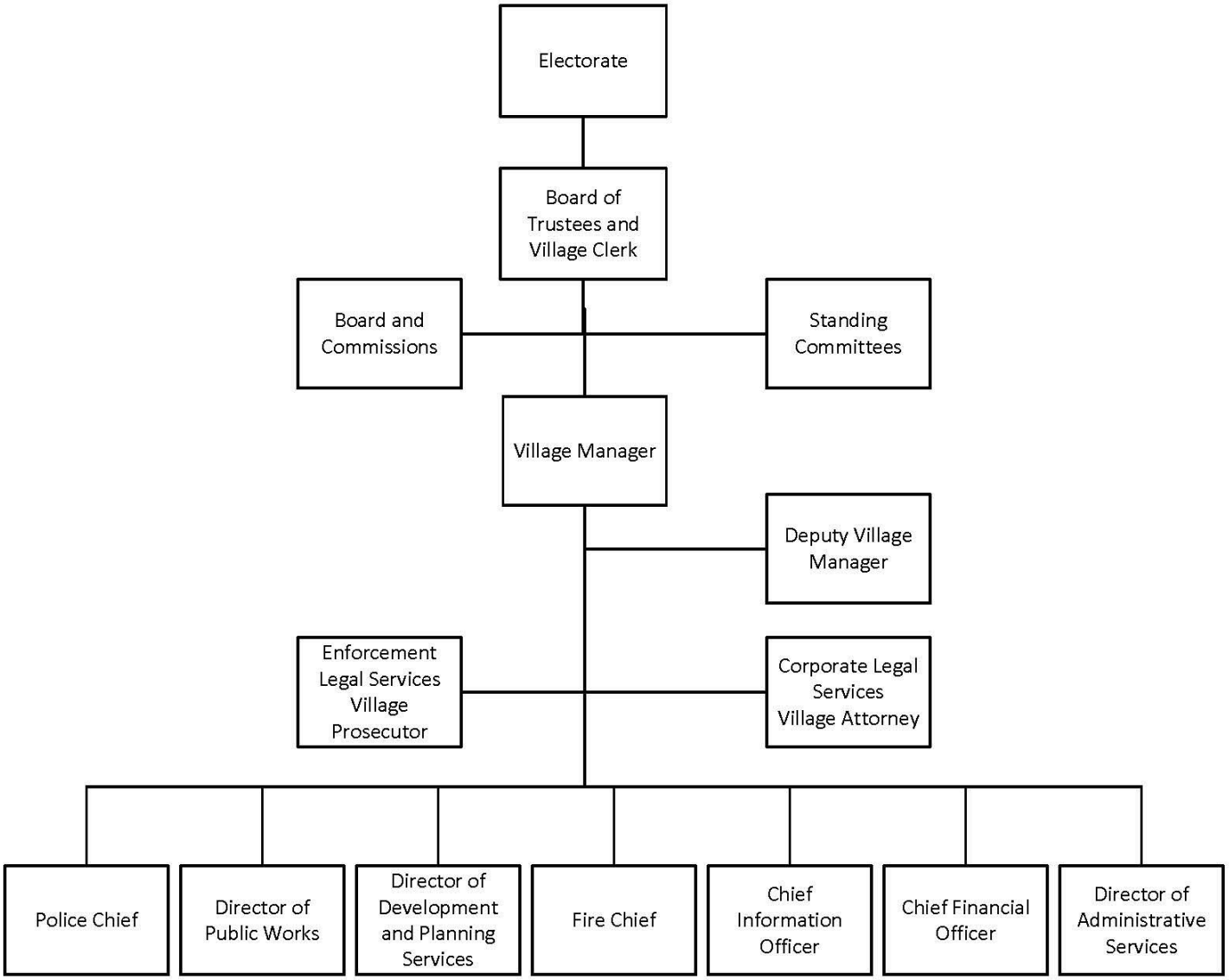
Trustees

Robert P. Israel, Muriel J. Collison, Heather E. Ross,
Johannah K. Hebl, Daniel H. Pepoon, Joy U. Ebhomielen
Debra J. Ford, Village Clerk

Administrative

Cara Pavlicek, Village Manager
Madeline Farrell, Deputy Village Manager
Jonathan Mendel, Director of Development & Planning Services
Iwona Petryszak, Chief Financial Officer
Andrew Carlson, Fire Chief
Lori Baker, Chief Information Officer
Christopher Kennedy, Chief of Police
Kelly Hamill, Director of Public Works
Debra J. Ford, Director of Administrative Services

Village of Northbrook



Boards and Commissions

Architectural Control Commission
Arts Commission
Board of Fire and Police Commissioners
Community Commission
Economic Strategy Commission
Electrical Commission
Emergency Telephone Systems Board
Firefighters' Pension Fund Board
Foreign Fire Insurance Board
Pedestrian and Bicycle Commission
Plan Commission
Police Pension Fund Board
Senior Services Commission
Special Needs Inclusion Commission
Stormwater Management Commission
Sustainability Commission
Zoning Board of Appeals

Standing Committees

Administration and Finance Committee
Planning and Economic Development Committee
Community and Sustainability Committee
Public Works and Facilities Committee
Public Safety Committee
Communications and Outreach Committee

Village President
Kathryn L. Ciesla

Board of Trustees
Muriel J. Collison
Joy U. Ebhomielen
Johannah K. Hebl
Robert P. Israel
Daniel H. Pepoon
Heather E. Ross

Village Clerk
Debra J. Ford

Village Manager
Cara L. Pavlicek

September 26, 2023

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

The Annual Comprehensive Financial Report of the Village of Northbrook for the fiscal year ended April 30, 2023, is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Village. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the various funds and account groups of the Village of Northbrook. All disclosures necessary to enable the reader to gain an understanding of the Village's financial activities have been included.

The financial section described above is prepared in accordance with generally accepted accounting principles for governments as prescribed by the Governmental Accounting Standards Board (GASB) and other professional associations as applicable. For financial reporting purposes, in conformity with GASB Statement No. 14, this report includes all the funds, account groups and component units of the Village. For additional disclosures concerning the Village's reporting entity, see Note 1 of the financial statements.

State statutes require an annual audit by independent certified public accountants. The accounting firm of Lauterbach and Amen, LLP, was selected by the Village Board of Trustees. This audit meets the requirements set forth in state statutes. The auditor's report on the basic financial statements and combining and individual fund schedules as well as the information listed as supplemental is included in the financial section of this report.

Lauterbach and Amen LLP has issued an unmodified or “clean” opinion on the Village of Northbrook’s financial statements for the year ending April 30, 2023. This is the highest standard of opinion that a municipality can achieve. Management Discussion and Analysis (MD&A) immediately follows the independent auditors report and provides a narrative introduction, overview, and analysis of the main financial statements. The MD&A is intended as a supplement to this transmittal letter and covers some of the more technical aspects of the financial report.

PROFILE OF THE GOVERNMENT

The Village of Northbrook occupies a land area of 13.3 square miles and is located approximately 26 miles north of downtown Chicago at the border of Cook and Lake Counties. Northbrook is bounded by Glencoe on the east, Highland Park and Deerfield to the north, Wheeling to the west and Glenview and Northfield to the south. A significant amount of area was incorporated into the Village boundaries in 1988.

The community was incorporated in 1901 as the Village of Shermerville. In 1923, by referendum, the Village was reincorporated and renamed Northbrook in recognition of the middle and west forks of the North Branch of the Chicago River which flow through the Village. According to the 2020 Census, the Village population was 35,222, an increase of 6.2% over the 2010 figure.

The Village is a home rule municipality under the Constitution and laws of the State of Illinois, and operates a Council/Manager form of government. The governing body of the Village is the President and Board of Trustees. The Village President is elected for a four-year term. As the Chief Elected Official of the Village, the President presides over board meetings and executes official documents. The Village President appoints, with the consent of the Board of Trustees, the members of Committees and Commissions. The Village Board of Trustees consists of six members elected at large for four-year staggered terms.

The Village Manager is the Chief Operating Officer of the Village and is responsible for the management of all Village operations under the direction of the President and Board of Trustees. The Manager is appointed by the President and Board of Trustees and serves at their pleasure. The Village's Department Directors are appointed by and report to the Village Manager. The Village provides a full range of services. These services include police and fire protection; water, storm water and sanitary sewer services; land use planning and zoning, building permitting and code enforcement; the construction and maintenance of highways, streets, infrastructure; cultural events; and general administrative services.

ACCOUNTING SYSTEM AND BUDGETARY CONTROL

The accounts of the Village are organized on the basis of Funds, each of which is considered a separate and distinct accounting entity. The operations of each Fund utilize a separate set of "self-balancing" accounts that include assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures/expenses.

Revenues are allocated and accounted for in funds based upon the purpose they serve as well as any restrictions or limitations which are set either locally or by the State or Federal government for expending such revenues. In essence, each fund operates as its own "profit-and-loss center."

The accounting records for general governmental operations are maintained on a modified accrual basis, with revenues recorded when available and measurable, while expenditures are recorded when materials or services are received and the fund liability incurred. Accounting records for the Village's enterprise funds, internal service funds and pension trust funds are maintained on a full accrual basis of accounting.

In brief, the three major types of accounting are:

Cash
The cash method recognizes revenues and expenditures at the time cash is actually received or paid out.

Modified Accrual
This accounting method commonly used by government agencies is somewhat of a hybrid between accrual-basis and cash-basis accounting. Modified accrual accounting recognizes revenues when they become measurable and available and with a few exceptions, recognizes expenditures when fund liabilities are incurred. This system divides available funds into separate entities within the organization to ensure that the money is being spent as it was intended.

Accrual
This accounting method measures the performance and position of an entity by recognizing economic events regardless of when cash transactions occur. The general concept is that economic events are recognized by matching revenues to expenses (the matching principle) at the time in which the transaction occurs rather than when payment is made (or received). This method allows for current cash inflows/outflows to be combined with future expected cash inflows/outflows to provide an accurate picture of a government's current financial condition.

Management of the Village is responsible for establishing and maintaining a system of internal accounting controls. These controls are designed to ensure that the assets of the Village are safeguarded against material loss, theft or misuse. These controls also provide assurance that the financial statements are in conformity with generally accepted accounting principles.

Internal accounting controls are designed to provide reasonable assurances that control objectives are met. The concept of reasonable assurances recognizes that (1) the cost of control should not exceed the likely benefits to be derived; and (2) the evaluation of costs and benefits require certain estimates and judgment by Management.

The annual budget serves as a foundation for the Village's financial planning and control. State law requires that a municipality operating under the budget system adopt its annual budget prior to the start of its fiscal year. Through the budget, spending authority is conveyed by expenditure object codes. The legal level of budgetary control is at the department level, or, where no departmental segregation of a fund exists, at the fund level. An electronic copy of the annual budget is located on the Village's website.

ECONOMIC CONDITION AND OUTLOOK

Northbrook is known for its residential neighborhoods, schools, and corporate presence. The economic climate in Northbrook can be generally characterized by the following key points and categories:

Diverse Economy: Northbrook benefits from its proximity to Chicago, which provides access to a wide range of industries and employment opportunities. The village is home to a mix of businesses, including corporate headquarters, retail establishments, and service providers.

Corporate Presence: Several major corporations have their headquarters or regional offices in or near Northbrook. This includes Allstate Insurance, which is one of the largest employers in the area as well as a large industrial park. Business and industry contribute significantly to the local economy and reduce the tax burden on residential households.

Retail and Dining: Northbrook features a variety of retail centers, shopping districts, and dining options. Pre-pandemic, Northbrook Court was a prominent shopping mall in the area, offering a range of stores and restaurants. However, revitalization of this area is now being discussed with the challenges associated from consumers ordering more goods online.

Real Estate: Northbrook has a strong residential real estate market, with a mix of housing options, including single-family homes, condominiums, and apartments. The real estate market can impact the local economy and property values.

Education: The village is served by several well-regarded school districts, contributing to its appeal as a residential community. High-quality schools can influence property values and attract families to the area.

Community Services: The local government in Northbrook provides various services to residents, including parks and recreation facilities, which can enhance the quality of life for residents.

Transportation: Northbrook benefits from its proximity to major transportation routes, including Interstate 294 and Metra commuter rail service. These transportation options make it accessible for residents and businesses alike.
In addition, other pertinent information pertaining to Northbrook's strong economy include:

Ethnic and Racial Diversity: Northbrook is known for its cultural diversity. While it has a predominantly white population, it is home to a mix of ethnic and racial backgrounds, including Asian, Hispanic, African American, and others. The community embraces diversity and has cultural events and organizations that reflect this diversity.

Income Levels: Northbrook is often considered an affluent suburb, and it has a higher median income compared to the national average. Many of its residents are well-educated professionals, and the village is known for its high standard of living.

Education: Northbrook places a strong emphasis on education, and it has well-regarded public and private schools. Many residents hold college degrees or higher, contributing to a highly educated population.

Household Types: Northbrook has a mix of household types, including families with children, empty nesters, and single professionals. The housing stock includes single-family homes, townhouses, condominiums, and apartments, catering to a variety of living preferences.

Religion: Northbrook is home to various religious denominations and places of worship, reflecting the diverse religious beliefs of its residents.

LONG-TERM FINANCIAL PLANNING AND FINANCING

Management of the Village is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Budgeting Controls. The objective of budgetary controls is to ensure compliance with legal provisions embodied in the annual budget approved by the Village Board. Activities of the general fund, debt service fund, capital projects fund, enterprise funds, internal service fund and pension trust funds are included in the annual budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level.

As demonstrated by the statements and schedules included in the financial section of this report, the Village continues to meet its responsibility of sound financial management.

General Fund Balance. The unassigned fund balance of the General Fund at fiscal year ended April 30, 2023 increased by approximately 30% from the prior year ended April 30, 2022. A number of factors contributed to this increase, including the second installment of American Rescue Plan funds, some stronger than anticipated revenues, particularly business permits, ambulance fee collections, and investment income. In addition, the Village realized savings in certain expenditures among several of its operating departments. Additional details can be found within this document by reviewing the General Fund Budget and Actual financial statement.

Debt Administration. At April 30, 2023, the Village had a number of general obligation debt issues outstanding which totaled approximately $105 million. Both Moody's and Standard & Poor’s assigned their highest rating to the Village of Northbrook based on its highly diversified tax base, affluence, and a host of other factors as discussed earlier.

Under current state statutes, home rule communities do not have a legal limit on the amount of debt which can be issued, thus the Village's general obligation bonded debt issuances are not subject to a legal limitation. As of April 30, 2023, the Village's general obligation bonded debt for governmental funds was $59.8 million and debt per capita equaled $1,697. Governmental fund debt includes all general obligation debt which is not typically paid via user fees (Enterprise Funds).

Pension Benefits - As required by the State of Illinois, the Village sponsors two independent defined benefit pension plans known as the Police and Firefighters' Pension Plans. Each year, a certified actuary hired by the Village calculates the recommended annual required contributions that the Village must levy for each pension plan in order to ensure that the plan will be able to fully meet all its present and future financial obligations to those public safety employees accruing pension benefits as well as existing retirees.

The Village of Northbrook funds the annual required contribution to each public safety pension plan as determined by the independent actuary. As of April 30, 2023, funding levels were 57.6% and 53.5% of the actuarial accrued liabilities for the Police Pension and Firefighters' Pension, respectively. Signed by Governor Pritzker, effective in 2022, all "downstate" public safety pension plan investments throughout the State have been consolidated. The benefits of consolidating included reducing professional service fees (i.e. actuarial, investment advisor, etc.) as well as creating economies of scale and permitting greater returns on the pooled funds. However, for example, the Village public safety pension boards remain responsible for administering pension benefits as well as managing other tasks such as disability hearings and mandatory reporting requirements.

The Village also provides pension benefits for eligible non-public-safety employees. These benefits are provided through a state-wide plan managed by the Illinois Municipal Retirement Fund (IMRF) Board. This plan invests all participant funds on a pooled basis, thus increasing investment returns from economies of scale. However, employer participant accounts are maintained by IMRF separately and employer contribution rates are determined by IMRF on an annual basis. The Village therefore has no discretion in the amount or percentage of payroll it must contribute. Employees participating in IMRF are also required to contribute 4.50% of their annual pensionable salary pursuant to State statute.

OTHER INFORMATION

Awards. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Northbrook for its Annual Comprehensive Financial Report for the fiscal year ended April 30, 2022. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report (ACFR), whose contents conform to program standards. Such an ACFR must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current report continues to conform to the Certificate of Achievement Program requirements, and we are submitting it to GFOA.

Acknowledgments. The timely preparation and submission of the Annual Comprehensive Financial Report was made possible by the dedicated service of the entire staff of the Finance Department and the assistance of our auditing firm, Lauterbach and Amen, LLP. We also appreciate the members of Village departments that have assisted and contributed to preparing the Financial Report. Recognition is also given to the Village Board, whose dedication and financial stewardship is a consistent influence contributing to the financial success of the Village.

Respectfully submitted,

Cara Pavlicek
Village Manager

Iwona Petryszak
Chief Financial Officer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Northbrook
Illinois

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

April 30, 2022

Christopher P. Morrill

Executive Director/CEO

FINANCIAL SECTION

This section includes:

Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information

Supplemental Schedules

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village's independent auditing firm.

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS
668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

INDEPENDENT AUDITORS' REPORT

September 26, 2023

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Northbrook, Illinois, as of and for the year ended April 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village, as of April 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, and required pension and other post-employment benefit (OPEB) schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Northbrook, Illinois' basic financial statements. The other supplementary information and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 26, 2023, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Village of Northbrook's financial performance provides an overview of the Village's financial activities for the fiscal year ended April 30, 2023. Please read it in conjunction with the transmittal letter, located in the introductory section of this report and the Village's financial statements, included in the basic financial statements section of this report.

FINANCIAL HIGHLIGHTS

- The Village's net position increased from $20.7 million to $25.6 million as a result of substantially higher revenues. FY 2022/23 expenses were $5.8 million lower than the $69.5 million generated in tax and other revenues for governmental programs. Charges for Services and other revenues for business-type activities were $14.0 million while expenses were $14.9 million, generating a decrease in net position of $903,000.

- The General Fund reported a surplus for the year of $5.9 million. The second installment collected under the American Rescue Act accounting for about $2.2 million while the balance was largely attributable to savings realized on the expense side. All three expenditure categories including General Government, Public Safety, and Highways/Streets had annual costs well below the final amended budget. The largest portion of savings resulted from vacancies throughout the operating departments and thus, a reduced cost expended on salaries and corresponding benefits.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the Village of Northbrook as a whole and present a longer-term view of the Village's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the Village's operation in more detail than the government-wide statements by providing information about the Village's most significant funds. The remaining statements provide financial information about activities for which the Village acts solely as a trustee or agent for the benefit of those outside of the government.

Government-Wide Financial Statements

The government-wide financial statements provide readers with a broad overview of the Village's finances, in a matter similar to a private-sector business.

The Statement of Net Position reports information on all of the Village's assets/deferred outflows and liabilities/ deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. Consideration of other nonfinancial factors, such as changes in the Village's property tax base and the condition of the Village's roads, is needed to assess the overall health of the Village.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

USING THIS ANNUAL REPORT - Continued

Government-Wide Financial Statements - Continued

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) or from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, finance, information services, public safety, highways and streets, and development and planning. The business-type activities of the Village include waterworks, sewerage, storm water management, parking operations and senior housing.

The Village includes one separate legal entity in its report, the Northbrook Public Library. Although legally separate, this "component unit" is important because the Village is financially accountable for it. Financial information for the component unit is reported separately from the financial information presented for the primary government itself.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Village's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

By doing so, readers may better understand the long-term impact of the Village's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The Village maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, Pension Contribution Fund, and Infrastructure Capital Projects Fund, all of which are considered major funds. Data from the other five governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

USING THIS ANNUAL REPORT - Continued

Governmental Funds - Continued

The Village adopts an annual budget for all funds except the Traffic Impact Fund, the Pension Contribution Fund, and the Tax Increment Financing Fund. A budgetary comparison schedule for all other funds has been provided to demonstrate compliance with the budget.

Proprietary Funds

The Village maintains two different types of proprietary funds: enterprise and internal service. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

The Village utilizes enterprise funds to account for its waterworks and sewerage, storm water management, senior housing and parking operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the Village's various functions.

The Village uses an internal service fund to account for its insurance program. Because this service predominantly benefits governmental rather than business-type functions, it has been included within governmental activities in the government-wide financial statements.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water Fund, Sanitary Sewer Fund, Stormwater Utility Fund, and Senior Housing Fund, all of which are considered to be major funds of the Village. The Parking Fund is reported as a non-major fund.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs.

The accounting use for fiduciary funds is much like that used for proprietary funds.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. The following tables show that in the case of the Village, assets/deferred outflows exceeded liabilities/deferred inflows by $25.6 million.

	Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Other Assets	$ 82,446,486	81,448,487	15,882,574	22,155,971	98,329,060	103,604,458
Capital Assets	95,196,602	97,971,455	75,547,174	74,716,986	170,743,776	172,688,441
Total Assets	177,643,088	179,419,942	91,429,748	96,872,957	269,072,836	276,292,899
Deferred Outflows	24,249,094	13,890,423	2,108,992	744,799	26,358,086	14,635,222
Total Assets/Deferred Outflows	201,892,182	193,310,365	93,538,740	97,617,756	295,430,922	290,928,121
Long-Term Liabilities	181,118,120	170,484,972	46,880,334	48,295,961	227,998,454	218,780,933
Other Liabilities	14,509,834	13,712,676	4,806,888	4,653,236	19,316,722	18,365,912
Total Liabilities	195,627,954	184,197,648	51,687,222	52,949,197	247,315,176	237,146,845
Deferred Inflows	22,048,198	30,738,542	441,313	2,354,978	22,489,511	33,093,520
Total Liabilities/Deferred Inflows	217,676,152	214,936,190	52,128,535	55,304,175	269,804,687	270,240,365
Net Position						
Net Investment in Capital Assets	52,972,264	52,965,456	32,051,482	28,945,331	85,023,746	81,910,787
Restricted	2,974,152	3,725,623	—	—	2,974,152	3,725,623
Unrestricted (Deficit)	(71,730,386)	(78,316,904)	9,358,723	13,368,250	(62,371,663)	(64,948,654)
Total Net Position	(15,783,970)	(21,625,825)	41,410,205	42,313,581	25,626,235	20,687,756

Net position was $25.6 million in FY 2022/23, an increase of $4.9 million. Of the Village's net position, $85.0 million was net investment in capital assets. The Village uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. An additional $3.0 million of the Village's net position represents resources that are subject to external restrictions on how they may be used. Unrestricted net position was negative $62.4 million. The negative net position is due to incorporation of GASB Statement No. 68, which includes about $117.8 million of net pension liability and GASB Statement No. 75, causing $6.5 million of OPEB liability in the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued

	Changes in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for Services	$ 10,358,097	9,589,389	12,867,132	13,539,711	23,225,229	23,129,100
Capital Grants/Contributions	—	—	629,876	398,163	629,876	398,163
Operating Grants/Contributions	1,914,316	2,379,186	119,673	84,756	2,033,989	2,463,942
General Revenues						
Property Taxes	23,521,343	23,902,215	—	—	23,521,343	23,902,215
Sales Taxes	17,669,155	17,626,963	—	—	17,669,155	17,626,963
State Income Taxes	5,489,231	5,299,126	—	—	5,489,231	5,299,126
Telecommunication Taxes	1,240,109	1,518,028	—	—	1,240,109	1,518,028
Utility Taxes	1,179,879	1,118,645	—	—	1,179,879	1,118,645
Other Taxes	3,663,802	2,961,363	—	—	3,663,802	2,961,363
Other General Revenues	4,484,451	2,652,986	336,252	101,270	4,820,703	2,754,256
Total Revenues	69,520,383	67,047,901	13,952,933	14,123,900	83,473,316	81,171,801
Expenses						
General Government	6,595,373	2,224,190	—	—	6,595,373	2,224,190
Public Safety	42,590,015	36,286,376	—	—	42,590,015	36,286,376
Public Works	12,356,841	10,134,848	—	—	12,356,841	10,134,848
Interest on Long-Term Debt	2,136,299	2,311,580	—	—	2,136,299	2,311,580
Water	—	—	9,338,819	8,357,942	9,338,819	8,357,942
Sewer	—	—	2,080,248	2,000,422	2,080,248	2,000,422
Storm Water	—	—	2,310,443	2,344,544	2,310,443	2,344,544
Senior Housing	—	—	989,090	854,387	989,090	854,387
Parking Facilities	—	—	137,709	146,010	137,709	146,010
Total Expenses	63,678,528	50,956,994	14,856,309	13,703,305	78,534,837	64,660,299
Change in Net Position before Transfers	5,841,855	16,090,907	(903,376)	420,595	4,938,479	16,511,502
Transfers-Internal Balances	—	(390,000)	—	390,000	—	—
Increase (Decrease) in Net Position	5,841,855	15,700,907	(903,376)	810,595	4,938,479	16,511,502
Net Position-Beginning	(21,625,825)	(37,326,732)	42,313,581	41,502,986	20,687,756	4,176,254
Net Position-Ending	(15,783,970)	(21,625,825)	41,410,205	42,313,581	25,626,235	20,687,756

GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued

Net position of the Village's governmental activities increased by $5.8 million (negative $15.8 million compared to negative $21.6 million) and unrestricted net position of the Village's governmental activities was negative $71.7 million. The negative net position is entirely attributable to the incorporation of GASB Statement No. 68 and GASB Statement No. 75. The General Fund reported an operating surplus of $5.9 million for the fiscal year ending April 30, 2023 mainly due to significantly higher revenues from ARPA funds, sales taxes, income taxes and replacement taxes.

Net position of business-type activities decreased 2.1% from the prior year ($41.4 million compared to $42.3 million). The Village generally can only use this net position to finance the continuing operations of the waterworks, sewerage, storm water, senior housing and parking operations.

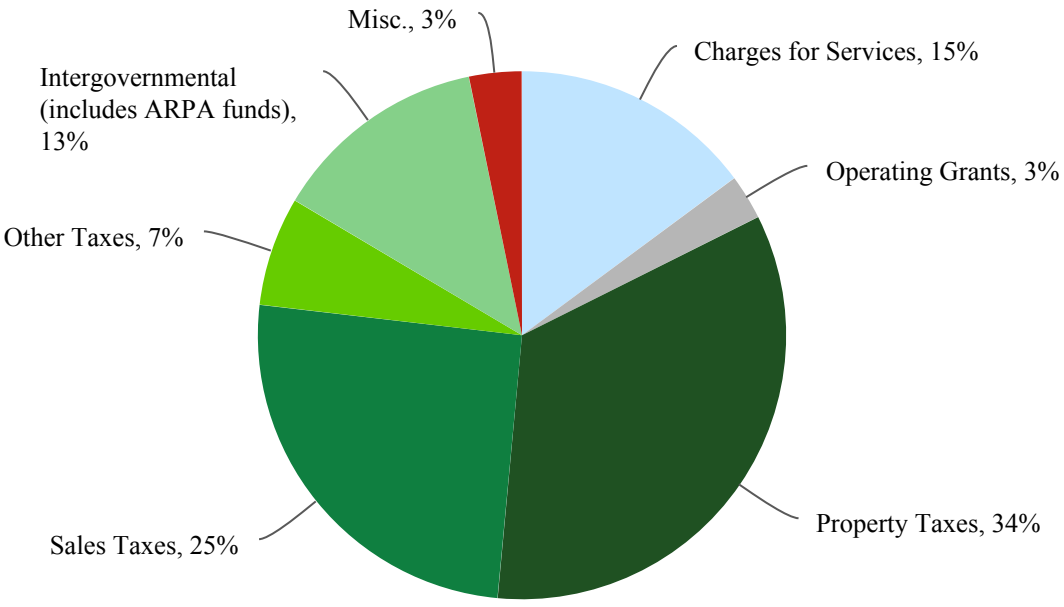
Total revenues and cost of all programs and services were comparable to prior fiscal year.

Governmental Activities

Revenues for governmental activities were $69.5 million, while total expenses were $63.7 million. Revenues increased by 3.7% from prior year due to ARPA funds and higher sales taxes, income taxes and replacement taxes, business permits, ambulance fees and investment income. Expenses increased by 25.0% from prior year due to changes in the net pension liabilities and deferred items for the Village.

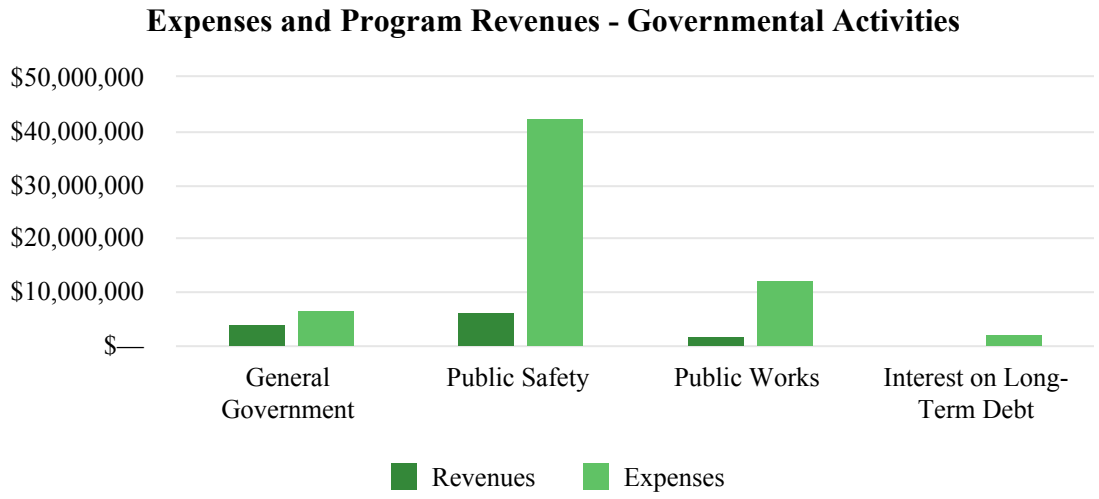
The following table graphically depicts the major revenue sources of the Village. It depicts very clearly the reliance not only on property taxes but also on sales taxes to fund governmental activities. It also clearly identifies the minor percentage the Village receives from other governments.

Revenues by Source - Governmental Activities



GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued

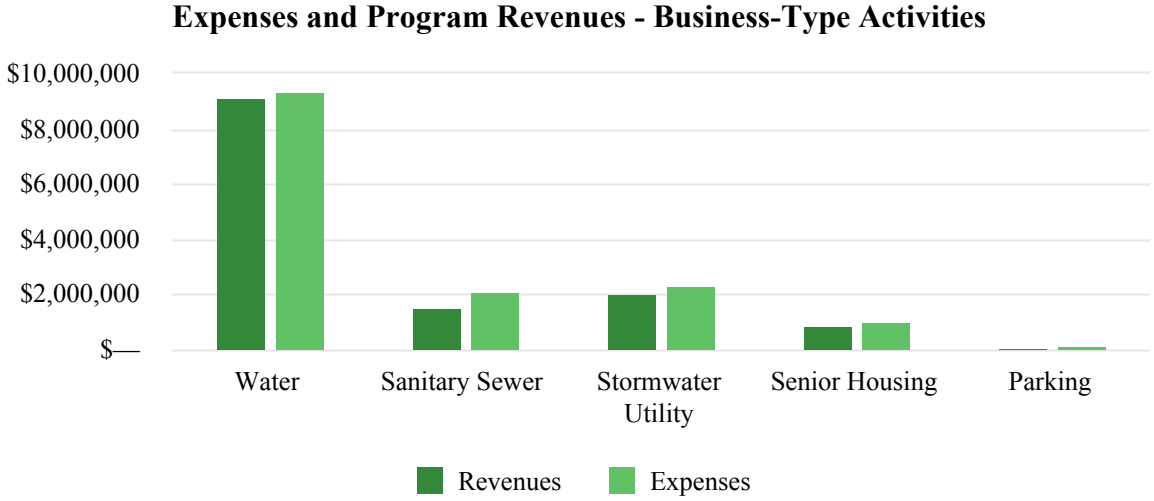
Governmental Activities - Continued



The 'Expenses and Program Revenues' Table identifies those governmental functions where program expenses greatly exceed revenues. Clearly public safety and public works expenses far exceed any directly allocated revenues.

Business-Type Activities

Expenses from business type activities increased by 8.4% while revenues decreased by 1.2%. The increase in expenses is attributable to timing of capital replacements and improvements. The decrease in revenues is attributable to lower water usage.



GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued

Business-Type Activities - Continued

The previous graph compares program revenues to expenses for the Village's enterprise operations. The FY 2022/23 budget projected deficits for the Sanitary Sewer and Stormwater Utility Funds mainly due to timing of capital replacements and improvements, and the related bond proceeds. User fees for services were under budget for both funds due to lower than expected usage.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the governmental funds reported combined ending fund balances of $51.0 million, which is 13.1% higher than last year's total of $45.1 million. This increase is primarily due to significantly higher revenues from ARPA funds, sales taxes, income taxes, replacement taxes, business permits, ambulance fees and investment income.

Unassigned General Fund Balance experienced an increase of $7.0 million or 30.3%.

The General Fund revenues were $3.9 million, or 7.8%, higher than expected, attributable to significantly higher revenues from income taxes, replacement taxes, business permits, ambulance fees, and investment income. Expenditures before Transfers Out were $2.7 million or 5.4% under amended budget. This decrease is mostly attributable to salary savings from temporary vacancies and turnover, and timing of capital expenditures.

The Debt Service Fund reported a modest decrease of $11,623 for the year.

The Infrastructure Capital Projects Fund reported a decrease in fund balance of $177,390. This decrease was due to timing of capital replacements and improvements, and the related bond proceeds. The Village did not issue bonds in the current year to fund capital projects. In addition, revenues increased due to higher sales taxes, grant revenue and investment income.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS - Continued

Proprietary Funds

The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The Village reports the Water, Sanitary Sewer, Stormwater Utility, and Senior Housing Funds as major proprietary funds.

The Water Fund accounts for all of the operations of the municipal water system. The Village is the only municipality in Illinois that is not on the lakefront but pumps its' own water directly from Lake Michigan. Many years ago, the Village constructed a pipeline directly to the lake by purchasing various rights- of- way.

The Village intends to run the Water Fund at a breakeven rate. Periodically, there will be an annual surplus or draw down due to timing of major maintenance expenditures and water consumption. Customers are billed at a rate of $5.88 per thousand gallons of water used. The current fiscal year experienced a surplus of $20,484.

The Sanitary Sewer Fund accounts for all operations of the Village's sanitary sewer system. Customers are billed at a rate of $1.26 per thousand gallons of water used. This fund experienced a deficit of $560,208 for the current year.

The Stormwater Utility Fund is used to account for the maintenance and construction of the Village's storm water management system. All activities necessary to provide these services are accounted for in this fund, including, but not limited to, operation, maintenance and repair, construction, and related debt service. Customers are billed at a rate of $1.00 per thousand gallons of water used. This fund experienced a deficit of $274,856 for the current year.

The Senior Housing Fund accounts for all operations of Crestwood Place, a senior housing apartment complex owned by the Village. Day-to-day operations are handled by a management company. Since the Village owns the buildings, we have been able to keep rents low and still allow this fund to entirely cover its' cost of operations. This fund experienced a deficit of $28,030 for the current year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Village's investment in capital assets for its governmental and business type activities as of April 30, 2023 was $170.7 million (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings and improvements, land improvements, vehicles, machinery and equipment, roads, sidewalks, storm sewers, and bridges.

	Capital Assets - Net of Depreciation (in Millions)					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	$ 40,087,223	40,087,223	1,674,404	1,674,404	41,761,627	41,761,627
Construction in Progress	—	—	1,124,463	1,974,362	1,124,463	1,974,362
Land Improvements	—	—	1,227,908	1,253,435	1,227,908	1,253,435
Buildings	8,442,400	8,747,621	9,555,214	9,071,709	17,997,614	17,819,330
Equipment and Vehicles	4,337,325	4,585,294	4,082,530	4,341,320	8,419,855	8,926,614
Infrastructure	42,329,654	44,551,317	57,882,655	56,401,756	100,212,309	100,953,073
Total	95,196,602	97,971,455	75,547,174	74,716,986	170,743,776	172,688,441

Additional information on the Village's capital assets can be found in Note 3 of this report.

Debt Administration

At year-end, the Village had total outstanding bonded debt of $105.29 million as compared to $112.57 million the previous year. The following is a comparative statement of outstanding debt:

	General Obligation Bonds (in Millions)					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
General Obligation Bonds	$ 59,794,643	63,915,997	45,490,358	48,649,004	105,285,001	112,565,001

CAPITAL ASSETS AND DEBT ADMINISTRATION - Continued

Debt Administration - Continued

The Village maintains an AAA rating from Standard & Poor's and an Aaa rating from Moody's for general obligation debt. The rating from Moody's has not changed in twenty seven years. The Village first sought a rating from Standard & Poor's in November 2000 and was awarded the AAA rating at that time. As a home-rule unit, no legal limit exists on the amount of debt that can be outstanding. Additional information on the Village's long-term debt can be found in Note 3 of this report.

ECONOMIC FACTORS

The Village ended the fiscal year April 30, 2023 in significantly better financial condition than the prior year. The General Fund which is the main cost center for all service operations of the village including police, fire, public works, development & planning, as well as several administrative departments ended the year with approximately $5.9 million in surplus which accrued to existing fund balance resulting in ending General Fund reserves slightly over $31 million. While a portion of this surplus was attributable to the receipt of the second installment distribution under the American Rescue Plan Act, other variables contributed as well including cost savings from various position vacancies. The Village has established that 70% of the surplus in excess of the General Fund-Fund Balance Policy will be transferred into the Facility Capital Projects Fund in anticipation of future expenses associated with the Fire Station 11, Police Station, and Public Works Fleet Maintenance Garage facilities projects. The remaining surplus in excess of the Fund Balance Policy is directed to Capital replacement programs and/or retirement of existing debt.

Due to its diversified property tax base of which 33% is commercial/industrial, a relatively high overall equalized assessed valuation of $2.6 billion, significant per capita sales tax revenue generation, and a strong per capita income tax base compared to other municipalities in and around the City of Chicago as well as on a national scale, Northbrook is considered one of the most financially sound communities in Illinois as well as the nation as evidenced by its triple A rating by S&P and Moody's.

Despite admirable financial metrics, Northbrook does have issues which are being addressed, primarily its sizable general obligation debt balances currently exceeding $100 million as well as a public safety pension plan unfunded liability in the range of 42-47%. However, these debt balances are quite manageable and pursuant to State statute, the Village will contribute adequate funding into both the Police and Firefighters' pensions to obtain a 90% funding status by the year 2040.

Finally, while Northbrook continues to maintain a strong and diversified retail tax base, it has been dented by the deterioration of its regionally well-known Northbrook Court. It is the Village's intent to revitalize this area with a highly regarded developer utilizing a tax increment financing district.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Village of Northbrook's finances for all those with an interest in the Village's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to Office of the Chief Financial Officer, Village of Northbrook, 1225 Cedar Lane, Northbrook, IL 60062.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

  Governmental Funds

  Proprietary Funds

  Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Net Position
April 30, 2023

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Net Position
April 30, 2023

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Totals	Public Library
ASSETS				
Current Assets				
Cash and Cash Equivalents	$ 59,954,246	13,364,177	73,318,423	16,786,386
Receivables - Net of Allowances	15,721,466	2,518,397	18,239,863	4,736,323
Due from Other Governments	2,348,960	—	2,348,960	—
Prepaids	4,421,814	—	4,421,814	401,266
Total Current Assets	82,446,486	15,882,574	98,329,060	21,923,975
Noncurrent Assets				
Capital Assets				
Nondepreciable	40,087,223	2,798,867	42,886,090	205,624
Depreciable	144,004,131	172,384,094	316,388,225	34,143,875
Accumulated Depreciation	(88,894,752)	(99,635,787)	(188,530,539)	(18,111,777)
Total Noncurrent Assets	95,196,602	75,547,174	170,743,776	16,237,722
Total Assets	177,643,088	91,429,748	269,072,836	38,161,697
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Items - IMRF	7,704,609	2,049,054	9,753,663	3,021,182
Deferred Items - Police Pension	5,294,200	—	5,294,200	—
Deferred Items - Firefighters' Pension	9,834,975	—	9,834,975	—
Deferred Items - RBP	451,736	59,938	511,674	22,526
Loss on Refunding	963,574	—	963,574	—
Total Deferred Outflows of Resources	24,249,094	2,108,992	26,358,086	3,043,708
Total Assets and Deferred Outflows of Resources	201,892,182	93,538,740	295,430,922	41,205,405

The notes to the financial statements are an integral part of this statement.

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Totals	Public Library
LIABILITIES				
Current Liabilities				
Accounts Payable	$ 980,108	654,855	1,634,963	437,599
Retainage Payable	—	14,433	14,433	—
Accrued Payroll and Related	958,946	114,103	1,073,049	36,071
Accrued Interest Payable	858,597	640,222	1,498,819	145,566
Deposits Payable	6,566,172	47,116	6,613,288	—
Due to Other Governments	498,648	—	498,648	—
Current Portion of Long-Term Debt	4,647,363	3,336,159	7,983,522	469,733
Total Current Liabilities	14,509,834	4,806,888	19,316,722	1,088,969
Noncurrent Liabilities				
Compensated Absences Payable	1,308,922	153,163	1,462,085	187,839
Net Pension Liability - IMRF	8,589,883	2,284,493	10,874,376	3,368,322
Net Pension Liability - Police Pension	49,527,229	—	49,527,229	—
Net Pension Liability - Firefighters' Pension	57,370,386	—	57,370,386	—
Total OPEB Liability - RBP	5,763,363	764,710	6,528,073	208,782
TIF Note Payable	1,002,668	—	1,002,668	—
General Obligation Bonds Payable - Net	57,555,669	43,677,968	101,233,637	8,856,748
Total Noncurrent Liabilities	181,118,120	46,880,334	227,998,454	12,621,691
Total Liabilities	195,627,954	51,687,222	247,315,176	13,710,660
DEFERRED INFLOWS OF RESOURCES				
Property Taxes	17,252,495	—	17,252,495	9,405,030
Deferred Items - IMRF	159,649	42,458	202,107	62,602
Deferred Items - Police Pension	1,149,987	—	1,149,987	—
Deferred Items - Firefighters' Pension	480,025	—	480,025	—
Deferred Items - RBP	3,006,042	398,855	3,404,897	256,045
Total Deferred Inflows of Resources	22,048,198	441,313	22,489,511	9,723,677
Total Liabilities and Deferred Inflows of Resources	217,676,152	52,128,535	269,804,687	23,434,337
NET POSITION				
Net Investment in Capital Assets	52,972,264	32,051,482	85,023,746	6,958,201
Restricted				
Public Safety	321,061	—	321,061	—
Tax Increment Financing	1,469,368	—	1,469,368	—
Perpetual Care - Nonexpendable	365,480	—	365,480	—
Pension Contribution	23	—	23	—
Affordable Housing	453,881	—	453,881	—
Capital Projects	364,339	—	364,339	—
Public Library	—	—	—	711,161
Unrestricted (Deficit)	(71,730,386)	9,358,723	(62,371,663)	10,101,706
Total Net Position	(15,783,970)	41,410,205	25,626,235	17,771,068

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Activities
For the Fiscal Year Ended April 30, 2023

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants/ Contributions	Program Revenues: Capital Grants/ Contributions
Governmental Activities				
General Government	$ 6,595,373	4,128,771	—	—
Public Safety	42,590,015	6,229,326	140,042	—
Highways and Streets	12,356,841	—	1,774,274	—
Interest on Long-Term Debt	2,136,299	—	—	—
Total Governmental Activities	63,678,528	10,358,097	1,914,316	—
Business-Type Activities				
Water	9,338,819	9,008,541	119,673	—
Sanitary Sewer	2,080,248	1,509,931	—	—
Stormwater Utility	2,310,443	1,378,452	—	629,876
Senior Housing	989,090	895,367	—	—
Parking	137,709	74,841	—	—
Total Business-Type Activities	14,856,309	12,867,132	119,673	629,876
Total Primary Government	78,534,837	23,225,229	2,033,989	629,876
Component Unit - Public Library	9,303,543	44,220	97,128	—

General Revenues
Taxes
Property Taxes
Use Taxes
Auto Rental Taxes
Utility Taxes
Telecommunication Taxes
Admissions and Entertainment Taxes
Hotel Occupancy Taxes
Intergovernmental - Unrestricted
Sales Taxes
State Income Taxes
Replacement Taxes
Unrestricted Grants
Investment Income
Miscellaneous
Transfers - Internal Balances
Total General Revenues
Change in Net Position
Net Position - Beginning
Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Totals	Public Library
(2,466,602)	—	(2,466,602)	—
(36,220,647)	—	(36,220,647)	—
(10,582,567)	—	(10,582,567)	—
(2,136,299)	—	(2,136,299)	—
(51,406,115)	—	(51,406,115)	—
—	(210,605)	(210,605)	—
—	(570,317)	(570,317)	—
—	(302,115)	(302,115)	—
—	(93,723)	(93,723)	—
—	(62,868)	(62,868)	—
—	(1,239,628)	(1,239,628)	—
(51,406,115)	(1,239,628)	(52,645,743)	—
—	—	—	(9,162,195)
23,521,343	—	23,521,343	8,966,385
1,498,571	—	1,498,571	—
16,401	—	16,401	—
1,179,879	—	1,179,879	—
1,240,109	—	1,240,109	—
62,203	—	62,203	—
664,419	—	664,419	—
17,669,155	—	17,669,155	—
5,489,231	—	5,489,231	—
1,422,208	—	1,422,208	459,160
2,242,539	—	2,242,539	—
1,820,715	336,252	2,156,967	58,741
421,197	—	421,197	53,952
—	—	—	—
57,247,970	336,252	57,584,222	9,538,238
5,841,855	(903,376)	4,938,479	376,043
(21,625,825)	42,313,581	20,687,756	17,395,025
(15,783,970)	41,410,205	25,626,235	17,771,068

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Balance Sheet - Governmental Funds
April 30, 2023

	General
ASSETS	
Cash and Investments	$ 37,738,795
Receivables - Net of Allowances	
Property Taxes	4,202,920
Other Taxes	3,802,310
Accounts	900,170
Due from Other Governments	2,223,823
Total Assets	48,868,018
LIABILITIES	
Accounts Payable	801,028
Accrued Payroll	958,946
Deposits Payable	6,358,304
Due to Other Governments	—
Total Liabilities	8,118,278
DEFERRED INFLOWS OF RESOURCES	
Property Taxes	8,973,425
Total Liabilities and Deferred Inflows of Resources	17,091,703
FUND BALANCES	
Restricted	1,850,086
Committed	—
Assigned	—
Unassigned	29,926,229
Total Fund Balances	31,776,315
Total Liabilities, Deferred Inflows of Resources and Fund Balances	48,868,018

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects		
Pension Contribution	Debt Service	Infrastructure Capital Projects	Nonmajor	Totals
23	2,221,031	11,793,021	7,410,168	59,163,038
4,640,266	1,908,872	—	—	10,752,058
—	—	266,928	—	4,069,238
—	—	—	—	900,170
—	—	125,137	—	2,348,960
4,640,289	4,129,903	12,185,086	7,410,168	77,233,464
—	—	82,333	39,115	922,476
—	—	—	—	958,946
—	—	—	207,868	6,566,172
498,648	—	—	—	498,648
498,648	—	82,333	246,983	8,946,242
4,141,618	4,137,452	—	—	17,252,495
4,640,266	4,137,452	82,333	246,983	26,198,737
23	—	3,633,203	2,288,729	7,772,041
—	—	—	110,479	110,479
—	—	8,469,550	4,763,977	13,233,527
—	(7,549)	—	—	29,918,680
23	(7,549)	12,102,753	7,163,185	51,034,727
4,640,289	4,129,903	12,185,086	7,410,168	77,233,464

The notes to the financial statements are an integral part of this statement.

Reconciliation of the Total Governmental Fund Balance to the Statement of Net Position - Governmental Activities
April 30, 2023

Total Governmental Fund Balances	$ 51,034,727
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	95,196,602
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	7,544,960
Deferred Items - Police Pension	4,144,213
Deferred Items - Firefighters' Pension	9,354,950
Deferred Items - RBP	(2,554,306)
Internal Service Funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.	5,155,390
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences Payable	(1,636,153)
Net Pension Liability - IMRF	(8,589,883)
Net Pension Liability - Police Pension	(49,527,229)
Net Pension Liability - Firefighters' Pension	(57,370,386)
Total OPEB Liability - RBP	(5,763,363)
General Obligation Bonds Payable - Net	(60,912,227)
TIF Note Payable	(1,002,668)
Accrued Interest Payable	(858,597)
Net Position of Governmental Activities	(15,783,970)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended April 30, 2023

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended April 30, 2023

	General
Revenues	
Taxes	$ 12,557,586
Intergovernmental	26,555,958
Licenses and Permits	6,360,720
Charges for Services	6,409,543
Fines and Forfeitures	266,424
Investment Income	1,199,253
Miscellaneous	394,208
Total Revenues	53,743,692
Expenditures	
General Government	8,996,087
Public Safety	30,752,782
Highways and Streets	8,081,353
Debt Service	
Principal Retirement	—
Interest and Fiscal Charges	—
Total Expenditures	47,830,222
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,913,470
Other Financing Sources (Uses)	
Transfers In	—
Transfers Out	—
	—
Net Change in Fund Balances	5,913,470
Fund Balances - Beginning	25,862,845
Fund Balances - Ending	31,776,315

The notes to the financial statements are an integral part of this statement.

Special Revenue		Capital Projects		
Pension Contribution	Debt Service	Infrastructure Capital Projects	Nonmajor	Totals
8,870,565	4,123,367	1,905,788	1,132,836	28,590,142
—	—	1,774,274	—	28,330,232
—	—	—	—	6,360,720
—	—	—	100,000	6,509,543
—	—	—	—	266,424
—	46,149	353,292	200,821	1,799,515
—	—	175	26,814	421,197
8,870,565	4,169,516	4,033,529	1,460,471	72,277,773
—	—	—	154,701	9,150,788
8,870,565	—	—	—	39,623,347
—	—	2,038,355	—	10,119,708
—	4,121,354	—	1,031,031	5,152,385
—	2,232,349	—	91,516	2,323,865
8,870,565	6,353,703	2,038,355	1,277,248	66,370,093
—	(2,184,187)	1,995,174	183,223	5,907,680
—	2,172,564	—	—	2,172,564
—	—	(2,172,564)	—	(2,172,564)
—	2,172,564	(2,172,564)	—	—
—	(11,623)	(177,390)	183,223	5,907,680
23	4,074	12,280,143	6,979,962	45,127,047
23	(7,549)	12,102,753	7,163,185	51,034,727

The notes to the financial statements are an integral part of this statement.

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities - Governmental Activities
For the Fiscal Year Ended April 30, 2023

Net Change in Fund Balances - Total Governmental Funds	$	5,907,680
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures; however, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital Outlays		1,549,752
Depreciation Expense		(4,324,605)
The net effect of deferred outflows (inflows) of resources related to the pensions not reported in the funds.		
Change in Deferred Items - IMRF		13,352,476
Change in Deferred Items - Police Pension		3,102,680
Change in Deferred Items - Firefighters' Pension		4,478,780
Change in Deferred Items - RBP		(2,034,247)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes the current financial resources of the governmental funds.		
Change in Compensated Absences Payable		(60,352)
Change in Net Pension Liability/(Asset) - IMRF		(14,109,998)
Change in Net Pension Liability - Police Pension		(3,446,466)
Change in Net Pension Liability - Firefighters' Pension		(6,780,924)
Change in Total OPEB Liability - RBP		2,628,825
Retirement of Debt		5,152,385
Amortization of Debt Related Items		69,659
Change in Accrued Interest Payable		117,907
Internal service funds are used by the Village to charge the costs of insurance to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.		238,303
Changes in Net Position of Governmental Activities		5,841,855

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Net Position - Proprietary Funds
April 30, 2023

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Net Position - Proprietary Funds
April 30, 2023

	Water	Sanitary Sewer
ASSETS		
Current Assets		
Cash and Investments	$ 10,452,407	156,756
Receivables - Net of Allowances		
Accounts	1,582,710	300,967
Prepaids	—	—
Total Current Assets	12,035,117	457,723
Noncurrent Assets		
Capital Assets		
Nondepreciable Capital Assets	1,551,223	104,099
Depreciable Capital Assets	92,650,911	18,557,552
Accumulated Depreciation	(52,845,717)	(13,687,758)
Total Noncurrent Assets	41,356,417	4,973,893
Total Assets	53,391,534	5,431,616
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Items - IMRF	1,391,437	316,461
Deferred Items - RBP	45,888	7,614
Total Deferred Outflows of Resources	1,437,325	324,075
Total Assets and Deferred Outflows of Resources	54,828,859	5,755,691
LIABILITIES		
Current Liabilities		
Accounts Payable	550,498	18,225
Retainage Payable	—	—
Accrued Payroll	103,110	10,993
Interest Payable	320,662	55,595
Deposits Payable	—	—
Compensated Absences Payable	27,655	5,690
General Obligation Bonds Payable	1,538,363	316,876
Total Current Liabilities	2,540,288	407,379
Noncurrent Liabilities		
Compensated Absences Payable	110,618	22,759
Net Pension Liability - IMRF	1,551,315	352,823
Total OPEB Liability - RBP	585,453	97,146
General Obligation Bonds Payable	21,357,440	3,580,751
Total Noncurrent Liabilities	23,604,826	4,053,479
Total Liabilities	26,145,114	4,460,858
DEFERRED INFLOWS OF RESOURCES		
Deferred Items - IMRF	28,832	6,557
Deferred Items - RBP	305,359	50,669
Total Deferred Inflows of Resources	334,191	57,226
Total Liabilities and Deferred Inflows of Resources	26,479,305	4,518,084
NET POSITION		
Net Investment in Capital Assets	20,755,773	1,306,266
Unrestricted (Deficit)	7,593,781	(68,659)
Total Net Position	28,349,554	1,237,607

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise Funds				Governmental Activities
Senior Housing	Stormwater Utility	Nonmajor Parking	Totals	Internal Service
1,959,336	742,154	53,524	13,364,177	791,208
—	634,720	—	2,518,397	—
—	—	—	—	4,421,814
1,959,336	1,376,874	53,524	15,882,574	5,213,022
308,732	65,393	769,420	2,798,867	—
7,352,091	52,206,870	1,616,670	172,384,094	—
(4,420,303)	(27,260,865)	(1,421,144)	(99,635,787)	—
3,240,520	25,011,398	964,946	75,547,174	—
5,199,856	26,388,272	1,018,470	91,429,748	5,213,022
—	341,156	—	2,049,054	—
—	6,436	—	59,938	—
—	347,592	—	2,108,992	—
5,199,856	26,735,864	1,018,470	93,538,740	5,213,022
36,539	48,853	740	654,855	57,632
—	14,433	—	14,433	—
—	—	—	114,103	—
17,125	246,840	—	640,222	—
47,116	—	—	47,116	—
—	4,946	—	38,291	—
50,000	1,392,629	—	3,297,868	—
150,780	1,707,701	740	4,806,888	57,632
—	19,786	—	153,163	—
—	380,355	—	2,284,493	—
—	82,111	—	764,710	—
1,366,253	17,373,524	—	43,677,968	—
1,366,253	17,855,776	—	46,880,334	—
1,517,033	19,563,477	740	51,687,222	57,632
—	7,069	—	42,458	—
—	42,827	—	398,855	—
—	49,896	—	441,313	—
1,517,033	19,613,373	740	52,128,535	57,632
2,469,053	6,555,444	964,946	32,051,482	—
1,213,770	567,047	52,784	9,358,723	5,155,390
3,682,823	7,122,491	1,017,730	41,410,205	5,155,390

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended April 30, 2023

	Water	Sanitary Sewer
Operating Revenues		
Charges for Services	$ 9,008,541	1,509,931
Interfund Services	—	—
Total Operating Revenues	9,008,541	1,509,931
Operating Expenses		
Administration	2,129,150	639,640
Operations	4,628,081	1,046,375
Depreciation and Amortization	1,773,841	252,669
Total Operating Expenses	8,531,072	1,938,684
Operating Income (Loss)	477,469	(428,753)
Nonoperating Revenues (Expenses)		
Investment Income	231,089	10,109
Permits/Connection/Recapture Fees	119,673	—
Other Income	—	—
Interest Expense	(807,747)	(141,564)
	(456,985)	(131,455)
Income (Loss) Before Grants	20,484	(560,208)
Capital Grants	—	—
Change in Net Position	20,484	(560,208)
Net Position - Beginning	28,329,070	1,797,815
Net Position - Ending	28,349,554	1,237,607

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise Funds				Governmental Activities
Senior Housing	Stormwater Utility	Nonmajor Parking	Totals	Internal Service
895,367	1,378,452	74,841	12,867,132	1,683,718
—	—	—	—	7,299,155
895,367	1,378,452	74,841	12,867,132	8,982,873
159,730	137,940	50,440	3,116,900	4,090
648,643	797,558	51,689	7,172,346	8,902,008
136,914	757,435	35,580	2,956,439	—
945,287	1,692,933	137,709	13,245,685	8,906,098
(49,920)	(314,481)	(62,868)	(378,553)	76,775
65,693	27,259	2,102	336,252	21,200
—	—	—	119,673	—
—	—	—	—	140,328
(43,803)	(617,510)	—	(1,610,624)	—
21,890	(590,251)	2,102	(1,154,699)	161,528
(28,030)	(904,732)	(60,766)	(1,533,252)	238,303
—	629,876	—	629,876	—
(28,030)	(274,856)	(60,766)	(903,376)	238,303
3,710,853	7,397,347	1,078,496	42,313,581	4,917,087
3,682,823	7,122,491	1,017,730	41,410,205	5,155,390

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended April 30, 2023

	Water	Sanitary Sewer
Cash Flows from Operating Activities		
Receipts from Customers and Users	$ 9,194,078	1,509,525
Receipts from Interfund Services	—	—
Payments to Employees	(1,570,025)	(371,613)
Payments to Suppliers	(4,840,763)	(1,314,145)
	2,783,290	(176,233)
Cash Flows from Noncapital Financing Activities		
Transfers In	—	—
Transfers Out	—	—
	—	—
Cash Flows from Capital and Related Financing Activities		
Purchase of Capital Assets	(2,627,972)	—
Issuance of Capital Debt	—	—
Principal Paid on General Obligation Bonds	(1,463,670)	(304,524)
Interest Paid on General Obligation Bonds	(807,747)	(141,564)
	(4,899,389)	(446,088)
Cash Flows from Investing Activities		
Interest Received	231,089	10,109
Net Change in Cash and Cash Equivalents	(1,885,010)	(612,212)
Cash and Cash Equivalents - Beginning	12,337,417	768,968
Cash and Cash Equivalents - Ending	10,452,407	156,756
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Operating Income (Loss)	477,469	(428,753)
Adjustments to Reconcile Operating Income Income to Net Cash Provided by (Used in) Operating Activities:		
Other Nonoperating Revenues	119,673	—
Depreciation and Amortization Expense	1,773,841	252,669
Other Expenses - IMRF and RBP	163,039	29,709
(Increase) Decrease in Current Assets	65,864	(406)
Increase (Decrease) in Current Liabilities	183,404	(29,452)
Net Cash Provided by Operating Activities	2,783,290	(176,233)

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise Funds				Governmental Activities
Senior Housing	Stormwater Utility	Nonmajor Parking	Totals	Internal Service
895,367	1,004,491	74,841	12,678,302	—
—	—	—	—	9,520,253
—	(479,778)	—	(2,421,416)	—
(862,396)	106,472	(101,711)	(7,012,543)	(8,897,304)
32,971	631,185	(26,870)	3,244,343	622,949
—	—	—	—	—
—	—	—	—	—
—	—	—	—	—
(644,876)	(649,940)	—	(3,922,788)	—
—	—	—	—	—
(40,000)	(1,350,452)	—	(3,158,646)	—
(43,803)	(617,510)	—	(1,610,624)	—
(728,679)	(2,617,902)	—	(8,692,058)	—
65,693	27,259	2,102	336,252	21,200
(630,015)	(1,959,458)	(24,768)	(5,111,463)	644,149
2,589,351	2,701,612	78,292	18,475,640	147,059
1,959,336	742,154	53,524	13,364,177	791,208
(49,920)	(314,481)	(62,868)	(378,553)	76,775
—	—	—	119,673	140,328
136,914	757,435	35,580	2,956,439	—
—	659,310	—	852,058	—
—	(373,961)	—	(308,503)	397,052
(54,023)	(97,118)	418	3,229	8,794
32,971	631,185	(26,870)	3,244,343	622,949

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Fiduciary Net Position
April 30, 2023

	Pension Trust
ASSETS	
Cash and Cash Equivalents	$ 5,451,446
Investments	
Illinois Funds	2,091,003
Illinois Police Pension Investment Fund	62,915,365
Illinois Firefighters' Pension Investment Fund	62,218,145
Due from Other Governments	502,703
Total Assets	133,178,662
LIABILITIES	
Accounts Payable	280
Net Position Restricted for Pensions	133,178,382

The notes to the financial statements are an integral part of this statement.

VILLAGE OF NORTHBROOK, ILLINOIS

Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2023

	Pension Trust
Additions	
Contributions - Employer	$ 9,668,431
Contributions - Plan Members	1,496,290
Total Contributions	11,164,721
Investment Income	
Interest Earned	214,486
Net Change in Fair Value	668,384
	882,870
Less Investment Expenses	(115,013)
Net Investment Income	767,857
Total Additions	11,932,578
Deductions	
Administration	91,377
Benefits and Refunds	12,012,891
Total Deductions	12,104,268
Change in Fiduciary Net Position	(171,690)
Net Position Restricted for Pensions	
Beginning	133,350,072
Ending	133,178,382

The notes to the financial statements are an integral part of this statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Northbrook (the Village), Illinois, incorporated in 1901, is a municipal corporation governed by an elected president and six-member Board of Trustees. The Village's major operations include police and fire safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, planning and zoning, water and sanitary sewer services, parking system services, senior housing services and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP in the United States). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP in the United States for state and local governments through its pronouncements (Statements and Interpretations).

REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government:	Village of Northbrook
Discretely Presented Component Unit:	Northbrook Public Library

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus - an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, all component units that have a significant operational or financial relationship with the Village have been included.

Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

REPORTING ENTITY - Continued

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of these employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the FPERS.

Discretely Presented Component Unit

Discretely presented component units are separate legal entities that meet the component unit criteria described in GASB Statement No. 61 but do not meet the criteria for blending.

Northbrook Public Library

The Northbrook Public Library (the Library) operates and maintains the Village's public library facilities. The Library's Board is elected by the voters of the Village. The Library may not issue bonded debt, and its annual budget and property tax levy are subject to the Village Board's approval. A financial benefit/burden relationship exists between the Village and the Library. Separate audited financial statements as of April 30, 2023 are available from the Library's administrative office at 1201 Cedar Lane, Northbrook, Illinois 60062.

BASIS OF PRESENTATION

Government-Wide Financial Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's public safety, highway and streets, and general administrative services are classified as governmental activities. The Village's water services, sanitary sewer services, stormwater utility services, parking services, and senior housing services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations. The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Government-Wide Financial Statements - Continued

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, public safety, highways and streets, etc.). The functions are supported by general government revenues (property taxes, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) changes to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property taxes, sales taxes, income taxes, interest income, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories. Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/ deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either had debt outstanding or specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General Fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains one major special revenue fund, the Pension Contribution Fund, which accounts for the Village's employer contribution to the police and firefighters' pension funds. Funding comes from a restricted annual property tax levy. The Village also maintains three nonmajor special revenue funds.

Debt Service Funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund and accumulates monies for the payment of general obligation debt, with financing provided by the annual tax levy.

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains one major capital projects fund, the Infrastructure Capital Projects Fund, which accounts for infrastructure improvements including streets and storm water. The Village also maintains one nonmajor capital projects fund.

Permanent Funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the Village's programs, that is, for the benefit of the Village or its citizenry.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The accounting principles generally accepted in the United States of America applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains four major enterprise funds: Water, Sanitary Sewer, Senior Housing and Stormwater Utility Funds. The Water Fund accounts for the provision of potable water services to the residents of the Village. The Sanitary Sewer Fund accounts for the provision of sewer repair and improvement services to the resident of the Village. The Senior Housing Fund accounts for the provision of housing to the residents of the Village-owned apartment complex. The Stormwater Utility fund accounts for the maintenance and construction of the Village's storm water management system. The Village also maintains one nonmajor enterprise fund.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

BASIS OF PRESENTATION - Continued

Fund Financial Statements - Continued

Proprietary Funds - Continued

Internal Service Funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Village on a cost-reimbursement basis. The Village maintains one internal service fund. The Insurance Fund accounts for the Village's workers' compensation, employee health insurance and property and casualty losses, as well as excess insurance purchased to cover major losses. The Village's internal service fund is presented in the proprietary funds financial statements. Because the principal users of the internal services are the Village's governmental activities, the financial statements of the internal service fund are consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (general government, public safety, highways and streets, etc.).

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension Trust Funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's police force. The Firefighters' Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's Fire Department.

The Village's fiduciary funds are presented in the fiduciary fund financial statements by type (pension trust). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING - Continued

Measurement Focus - Continued

All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets/ deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, income taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds, and of the Village's internal service funds are charges to customers for sales and services.

The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, income taxes, and grants. Business-type activities report utility charges as their major receivables.

Prepaids

Prepaids are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type prepaids are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

Capital Assets

Capital assets purchased or acquired with an original cost of $50,000 to $250,000 or more, depending on asset class, are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY - Continued

Capital Assets - Continued

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Land Improvements	20 Years
Buildings	40 - 50 Years
Equipment and Vehicles	5 - 10 Years
System Mains, Lines and Appurtenances	15 - 50 Years
Infrastructure	15 - 50 Years

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement.

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY - Continued

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted - Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted - All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All departments of the Village submit requests for budgets to the Village Manager so that a budget may be prepared. The budget is prepared by fund, function, department and object, and includes information on the past two years, current year estimates, and requested budgets for the next fiscal year. The proposed budget is presented to the Village Board for review. The Board of Trustees holds public hearings and may add to, subtract from, or change budgeted amounts. The Board of Trustees then adopts a management budget for budgetary control purposes.

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY - Continued

BUDGETARY INFORMATION - Continued

The manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the governing body. The Village does not adopt an annual budget for the Pension Contribution Fund, the Traffic Impact Fund, and the Tax Increment Financing Fund.

Expenditures may not legally exceed budgeted appropriations at the fund level. Appropriations lapse at the end of the fiscal year. During the year budget transfers were necessary.

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses,exclusive of depreciation, over budget as of the date of this report:

Fund	Excess
Debt Service	$ 905
Cemetery	8,096
Stormwater Utility	340,849
Police Pension	179,478
Firefighters' Pension	145,565

DEFICIT FUND BALANCE

The following funds had deficit fund balance as of the date of this report:

Fund	Deficit
Debt Service	$ 7,549

NOTE 3 - DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments - Illinois Statutes authorizes the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

Village

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled $23,181,270 and the bank balances totaled $16,501,535. In addition, the Village had $50,137,169 invested in the Illinois Funds at year-end, are measured at the net asset value per share determined by the pool.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy states that the investment portfolio shall be structured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools. The Village's investment policy further states that unless matched directly to a specific cash flow, the Village will not invest in securities maturing more than two years from date of purchase. Reserve funds may be invested in securities exceeding two years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. The investment in the Illinois Funds has an average maturity of less than one year.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Besides investing in security instruments authorized under State Statute, the Village's investment policy further states that investments shall be limited to the safest types of securities. At year-end, the Village's investment in the Illinois Funds was rated AAA by Standard & Poor's.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires that any deposit in excess of the FDIC limits shall be secured by some form of collateral, witnessed by a written agreement, and held at an independent, third-party institution in the name of the Village.

The Village will accept any of the following types of securities as collateral: U.S. Government securities, obligations of federal agencies, obligations of federal instrumentalities, obligations of the State of Illinois, municipal bonds with a rating of Aa of higher. Pledged collateral will be held in safekeeping by a depository designated by the Village and evidenced by a safekeeping agreement. Collateral agreements will preclude the release of pledged assets without the approval of the Village. At year-end, the entire bank balance of deposits was covered by federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year-end, the Village's investment in the Illinois Fund are not subject to custodial credit risk.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy states that funds shall be diversified to the best of its ability based upon the type of investments and the cash flow needs of the respective funds. Specifically, the following limits shall apply:

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Village - Continued

a. No financial institution shall hold more than 50% of the Village's investment portfolio, exclusive of U.S. government securities held in safekeeping.
b. Funds deposited in financial institutions shall not exceed 25% of the deposits of that institution.
c. Commercial paper shall not exceed 33% of the Village's investment portfolio.

At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org. The Fund transferred all eligible assets to the Investment Fund on March 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled $2,442,042 and the bank balances totaled $2,330,486. In addition, the Fund has $1,691,631 invested in Illinois Funds, with a maturity of less than one year.

Custodial Credit Risk. The Fund's investment policy states that some form of collateral shall secure all deposits in excess of FDIC limits. Direct investments guaranteed by the United States Government do not require collateral. The Fund shall accept any of the following securities as collateral: negotiable full-faith and credit obligations of the United States Government and negotiable obligations of any agency or instrumentality of the United States Government. The amount of collateral provided will not be less than 110% of the fair market value of the net amount of funds secured. Pledged collateral will be held in safekeeping and evidenced by a safekeeping agreement. All investments of the Fund shall be clearly held and accounted for to indicate ownership by the Board. The Fund will direct the registration of securities in its own name or in the name of a nominee created for the express purpose of registration of securities by a state bank, national bank or trust company authorized to do business in the State of Illinois. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's Federal Home Loan Bank Securities, Federal National Mortgage Securities, Government National Mortgage Securities and State and Local Bonds are categorized as insured, registered, or held by the Fund or its agent in the Fund's name. The Fund's investment in the Illinois Funds is not subject to custodial credit risk.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Police Pension Fund - Continued

Investments. At year-end the Fund has $62,915,365 invested in IPOPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return

For the year ended April 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 5.22%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Firefighters' Pension Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org. The Fund transferred all eligible assets to the IFPIF on November 1, 2021.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled $3,009,404 and the bank balances totaled $2,932,779. In addition, the Fund has $399,372 invested in Illinois Funds, with a maturity of less than one year.

Custodial Credit Risk. The Fund's investment policy states that collateral is required for demand deposits and certificates of deposit at one hundred ten percent (110%) of all deposits not covered by federal depository insurance. Obligations that may be pledged as collateral are obligations of the United States of America and its agencies. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's U.S. Treasury Securities, Federal Home Loan Bank and Mortgage Securities, Federal National Mortgage Securities, Government National Mortgage Securities, and State and Local Securities are categorized as insured, registered, or held by the Fund or its agent in the Fund's name. The Fund's investment in the Illinois Funds is not subject to custodial credit risk.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Firefighters' Pension Fund - Continued

Investments. At year-end the Fund has $62,218,145 invested in IFPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org.

Investment Policy. IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return

For the year ended April 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 6.20%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

PROPERTY TAXES

Property taxes for 2022 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about March 1 and September 1. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy, to reflect actual collection experience.

INTERFUND TRANSFERS

Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
Debt Service	Infrastructure Capital Projects	$ 2,172,564

Transfers are used to move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 40,087,223	—	—	40,087,223
Depreciable Capital Assets				
Buildings	20,248,535	103,975	—	20,352,510
Equipment and Vehicles	14,404,217	339,004	—	14,743,221
Infrastructure	107,801,627	1,106,773	—	108,908,400
	142,454,379	1,549,752	—	144,004,131
Less Accumulated Depreciation				
Buildings	11,500,914	409,196	—	11,910,110
Equipment and Vehicles	9,818,923	586,973	—	10,405,896
Infrastructure	63,250,310	3,328,436	—	66,578,746
	84,570,147	4,324,605	—	88,894,752
Total Net Depreciable Capital Assets	57,884,232	(2,774,853)	—	55,109,379
Total Net Capital Assets	97,971,455	(2,774,853)	—	95,196,602

Depreciation expense was charged to governmental activities as follows:

General Government	$ 138,590
Public Safety	623,853
Highways and Streets	3,562,162
	4,324,605

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS - Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 1,674,404	—	—	1,674,404
Construction in Progress	1,974,362	465,446	1,315,345	1,124,463
	3,648,766	465,446	1315345	2,798,867
Depreciable Capital Assets				
Land Improvements	2,901,540	—	—	2,901,540
Buildings	23,534,636	914,443	—	24,449,079
Equipment and Vehicles	17,498,359	—	—	17,498,359
System Mains, Lines and Appurtenances	123,768,609	3,858,244	91,737	127,535,116
	167,703,144	4,772,687	91,737	172,384,094
Less Accumulated Depreciation				
Land Improvements	1,648,105	25,527	—	1,673,632
Buildings	14,462,927	430,938	—	14,893,865
Equipment and Vehicles	13,157,039	258,790	—	13,415,829
System Mains, Lines and Appurtenances	67,366,853	2,377,345	91,737	69,652,461
	96,634,924	3,092,600	91,737	99,635,787
Total Other Capital Assets	71,068,220	1,680,087	—	72,748,307
Total Capital Assets	74,716,986	2,145,533	1,315,345	75,547,174

Depreciation expense was charged to business-type activities as follows:

Water	$ 1,831,484
Sanitary Sewer	277,163
Senior Housing	143,928
Stormwater Utility	804,446
Revenue Parking	35,579
	3,092,600

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

CAPITAL ASSETS - Continued

Component Unit - Public Library

Component Unit - Public Library capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 35,000	—	—	35,000
Construction in Progress	61,955	135,124	33,155	163,924
Artwork	6,700	—	—	6,700
	103,655	135,124	33,155	205,624
Depreciable Capital Assets				
Buildings and Improvements	26,090,826	24,934	9,900	26,105,860
Land Improvements	241,162	—	—	241,162
Computer Equipment	574,387	86,782	66,438	594,731
Office and Other Equipment	829,627	3,973	15,897	817,703
Furniture and Shelving	1,335,200	4,610	10,088	1,329,722
Books and Other Library Materials	5,121,255	650,638	717,196	5,054,697
	34,192,457	770,937	819,519	34,143,875
Less Accumulated Depreciation				
Buildings and Improvements	12,680,640	706,400	9,900	13,377,140
Land Improvements	42,868	8,518	—	51,386
Computer Equipment	511,185	48,500	66,438	493,247
Office and Other Equipment	393,864	63,328	15,480	441,712
Furniture and Shelving	891,791	34,157	7,263	918,685
Books and Other Library Materials	2,891,364	655,439	717,196	2,829,607
	17,411,712	1,516,342	816,277	18,111,777
Total Other Capital Assets	16,780,745	(745,405)	3,242	16,032,098
Total Capital Assets	16,884,400	(610,281)	36,397	16,237,722

LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities and for pension purposes. General obligation bonds are capital-related debt. General obligation bonds are direct obligations and pledge the full faith and credit of the Village. General obligation bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirement	Ending Balances
Taxable General Obligation Refunding Bonds of 2012B ($7,770,000), due in annual installments of $120,000 to $2,278,423 plus interest at 1.75% to 2.00% through December 1, 2027.	Debt Service	$ 425,341	—	66,720	358,621
	Stormwater Utility	339,660	—	53,280	286,380
General Obligation Bonds of 2013A ($9,355,000), due in annual installments of $295,000 to $620,000 plus interest at 3.00% to 4.50% through December 1, 2036.	Infrastructure	4,020,918	—	207,293	3,813,625
	Debt Service	915,858	—	47,216	868,642
	Water	955,917	—	49,281	906,636
	Sanitary Sewer	455,198	—	23,467	431,731
	Stormwater Utility	732,109	—	37,743	694,366
General Obligation Bonds of 2014A ($25,315,000), due in annual installments of $325,000 to $2,595,000 plus interest at 3.00% to 5.00% through December 1, 2028.	Debt Service	10,976,000	—	1,435,000	9,541,000
	Water	2,822,400	—	369,000	2,453,400
	Sanitary Sewer	1,254,400	—	164,000	1,090,400
	Stormwater Utility	627,200	—	82,000	545,200
General Obligation Refunding Bonds of 2015A ($15,395,000), due in annual installments of $360,000 to $1,405,000 plus interest at 0.45% to 3.90% through December 1, 2034.	Debt Service	14,250,000	—	360,000	13,890,000

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

General Obligation Bonds - Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Bonds of 2015B ($13,470,000), due in annual installments of $775,000 to $1,175,000 plus interest at 3.00% to 4.00% through December 1, 2035.	Debt Service	$ 3,219,330	—	185,225	3,034,105
	Water	6,317,430	—	363,475	5,953,955
	Sanitary Sewer	902,490	—	51,925	850,565
	Stormwater Utility	3,030,750	—	174,375	2,856,375
General Obligation Bonds of 2016A ($20,350,000), due in annual installments of $710,000 to $1,285,000 plus interest at 2.00% to 3.50% through December 1, 2036.	Debt Service	5,212,800	—	454,400	4,758,400
	Water	1,002,955	—	87,614	915,341
	Sanitary Sewer	155,784	—	13,632	142,152
	Stormwater Utility	9,893,461	—	864,354	9,029,107
General Obligation Bonds of 2018A ($17,655,000), due in annual installments of $190,000 to $1,330,000 plus interest at 3.00% to 4.00% through December 1, 2037.	Debt Service	5,755,750	—	255,500	5,500,250
	Water	6,742,450	—	299,300	6,443,150
	Sanitary Sewer	822,250	—	36,500	785,750
	Stormwater Utility	3,124,550	—	138,700	2,985,850
General Obligation Bonds of 2018B ($8,425,000), due in annual installments of $75,000 to $645,000 plus interest at 2.00% to 3.90% through December 1, 2037.	Debt Service	8,125,000	—	400,000	7,725,000

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

General Obligation Bonds - Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Bonds of 2019 ($9,430,000), due in annual installments of $300,000 to $680,000 plus interest at 3.00% to 5.00% through December 1, 2038.	Debt Service	$ 3,180,000	—	355,000	2,825,000
	Water	3,235,000	—	215,000	3,020,000
	Sanitary Sewer	130,000	—	5,000	125,000
	Stormwater Utility	1,800,000	—	—	1,800,000
General Obligation Refunding Bonds of 2020 ($2,025,000), due in annual installments of $155,000 to $187,000, plus interest at 1.35% through December 1, 2032.	Debt Service	1,870,000	—	155,000	1,715,000
General Obligation Refunding Bonds of 2021 ($10,270,000), due in annual installments of $170,000 to $770,000, plus interest at 2.00% to 5.00% through December 1, 2040.	Debt Service	5,965,000	—	200,000	5,765,000
	Water	2,665,000	—	80,000	2,585,000
	Sanitary Sewer	310,000	—	10,000	300,000
	Senior Housing	1,330,000	—	40,000	1,290,000
		112,565,001	—	7,280,000	105,285,001

Plus/Less Unamortized Items:	
Premium on General Obligation Bonds - Governmental Activities	2,081,158
Premium on General Obligation Bonds - Business-Type Activities	1,485,478
	108,851,637

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

TIF Notes Payable

Tax increment financing notes currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Tax Increment Financing Note of 2017	Tax Increment Financing	$ 2,033,699	—	1,031,031	1,002,668

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	$ 1,575,801	120,704	60,352	1,636,153	327,231
Net Pension Liability/(Asset)					
IMRF	(5,520,115)	14,109,998	—	8,589,883	—
Police Pension	46,080,763	3,446,466	—	49,527,229	—
Firefighters' Pension	50,589,462	6,780,924	—	57,370,386	—
Total OPEB Liability - RBP	8,392,188	—	2,628,825	5,763,363	—
TIF Note Payable	2,033,699	—	1,031,031	1,002,668	—
General Obligation Bonds	63,915,997	—	4,121,354	59,794,643	4,320,132
Plus: Unamortized Premium				—	
on Debt Issuance	2,333,576	—	252,418	2,081,158	—
	169,401,371	24,458,092	8,093,980	185,765,483	4,647,363

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Long-Term Liabilities Activity - Continued

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Business-Type Activities					
Compensated Absences	$ 205,452	13,998	27,996	191,454	38,291
Net Pension Liability/(Asset) - IMRF	(1,470,437)	3,754,930	—	2,284,493	—
Total OPEB Liability - RBP	1,019,600	—	254,890	764,710	—
General Obligation Bonds	48,649,004	—	3,158,646	45,490,358	3,297,868
Plus: Unamortized Premium on Debt Issuance	1,621,641	—	136,163	1,485,478	—
	50,025,260	3,768,928	3,577,695	50,216,493	3,336,159
Component Unit - Public Library					
Compensated Absences	$ 218,964	31,670	15,835	234,799	46,960
Net Pension Liability/(Asset) - IMRF	(2,011,717)	5,380,039	—	3,368,322	—
Total OPEB Liability - RBP	245,481	—	36,699	208,782	—
General Obligation Bonds	9,365,000	—	390,000	8,975,000	410,000
Plus: Unamortized Premium on Debt Issuance	316,639	—	12,118	304,521	12,773
	8,134,367	5,411,709	454,652	13,091,424	469,733

For governmental activities, the compensated absences, the net pension liabilities, and the total OPEB liability are liquidated by the General Fund. The Debt Service and Infrastructure Funds make payments on the general obligation bonds. The Tax Increment Financing Fund makes payments on the TIF Note Payable as property taxes are received.

For business-type activities, the compensated absences and the net pension liability are being liquidated by the Water, Sanitary Sewer, and Stormwater Utility Funds. The Water, Sanitary Sewer, Senior Housing, and Stormwater Utility Funds make payments on the total OPEB liability and on the general obligation bonds.

The Northbrook Public Library discretely presented component unit makes payments on the Library compensated absences, net pension liabiltiy, total OPEB liability, and general obligation bonds.

The Village has deferred the accounting gains/losses and premiums/discounts from the advanced refunding issues. The governmental activities are amortizing $2,081,158 and $963,574 for the deferred premium and loss, respectively. The business-type activities are amortizing $1,485,478 for the deferred premium. These deferred items are being amortized over the remaining life of the bonds.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities General Obligation Bonds		Business-Type Activities General Obligation Bonds		Library General Obligation Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 4,320,132	2,156,800	3,297,868	1,413,268	410,000	350,900
2025	4,475,807	1,978,238	3,010,193	1,290,660	425,000	333,350
2026	4,654,739	1,801,971	3,138,261	1,173,704	445,000	315,150
2027	4,825,487	1,632,003	3,265,513	1,058,426	465,000	296,100
2028	5,001,644	1,456,096	3,386,357	943,917	480,000	276,150
2029	4,841,852	1,290,713	3,272,148	839,037	505,000	255,600
2030	3,765,081	1,124,307	2,869,919	745,076	520,000	236,850
2031	3,838,496	987,220	2,802,504	663,285	540,000	217,500
2032	3,975,257	844,166	2,901,743	582,807	560,000	196,425
2033	4,119,822	710,452	2,987,178	498,601	585,000	173,550
2034	3,968,484	570,215	3,071,516	411,697	610,000	149,625
2035	4,105,676	428,715	3,179,324	319,285	635,000	124,650
2036	2,561,673	281,556	3,268,327	223,449	660,000	98,701
2037	2,368,020	190,207	2,446,980	121,448	685,000	71,624
2038	1,565,500	105,202	1,434,500	47,116	715,000	43,500
2039	460,000	51,400	585,000	10,700	735,000	22,050
2040	470,000	37,100	280,000	1,000	—	—
2041	476,973	22,500	293,027	600	—	—
Totals	59,794,643	15,668,861	45,490,358	10,344,076	8,975,000	3,161,725

The Tax Increment Financing Note of 2017 does not have a formal repayment schedule, since the payments are based on property taxes received in the current fiscal year.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

LONG-TERM DEBT - Continued

Legal Debt Margin

Article VII, Section 6(k) of the 1970 Illinois Constitution governs the computation of legal debt margin. "The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by home rule municipalities, payable from ad valor em property tax receipts, only in excess of the following percentages of the assessed value of its taxable property…(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent:…indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum…shall not be included in the foregoing percentage amounts." To date the Illinois General Assembly has set no limits for home rule municipalities. The Village is a home rule municipality.

NET INVESTMENT IN CAPITAL ASSETS

Net investment in capital assets was comprised of the following as of April 30, 2023:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	$ 95,196,602
Plus:	
Unspent Bond Proceeds	4,797,889
Less Capital Related Debt:	
Taxable General Obligation Refunding Bonds of 2012B	(358,621)
General Obligation Bonds of 2013A	(4,682,267)
General Obligation Bonds of 2014A	(9,541,000)
General Obligation Bonds of 2015B	(3,034,105)
General Obligation Bonds of 2016A	(4,758,400)
General Obligation Bonds of 2018A	(5,500,250)
General Obligation Bonds of 2018B	(7,725,000)
General Obligation Bonds of 2019	(2,825,000)
General Obligation Bonds of 2020	(1,715,000)
General Obligation Bonds of 2021	(5,765,000)
Premium on Debt Issuance	(2,081,158)
Loss on Advanced Refunding	963,574
Net Investment in Capital Assets	52,972,264

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

NET INVESTMENT IN CAPITAL ASSETS - Continued

Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	$ 75,547,174
Plus: Unspent Bond Proceeds	3,480,144
Less Capital Related Debt:	
Taxable General Obligation Refunding Bonds of 2012B	(286,380)
General Obligation Bonds of 2013A	(2,032,733)
General Obligation Bonds of 2014A	(4,089,000)
General Obligation Bonds of 2015B	(9,660,895)
General Obligation Bonds of 2016A	(10,086,600)
General Obligation Bonds of 2018A	(10,214,750)
General Obligation Bonds of 2019	(4,945,000)
General Obligation Bonds of 2021	(4,175,000)
Premium on Debt Issuance	(1,485,478)
Net Investment in Capital Assets	32,051,482

FUND BALANCE CLASSIFICATIONS

In the governmental funds financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Board of Trustees; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

FUND BALANCE CLASSIFICATIONS - Continued

Assigned Fund Balance. Consists of amounts that are constrained by the Board of Trustees' intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by a) the Board of Trustees itself or b) a body or official to which the Board of Trustees has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Board of Trustees, who is authorized to assign amounts to a specific purpose.

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The Village's policy states that the General Fund should maintain a minimum unassigned fund balance equal to 40% of revenues.

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Special Revenue Pension Contribution	Debt Service	Capital Projects Infrastructure	Nonmajor	Totals
Fund Balances						
Restricted						
Public Safety	$ 321,061	—	—	—	—	321,061
Capital Projects	1,529,025	—	—	3,633,203	—	5,162,228
Tax Increment Financing	—	—	—	—	1,469,368	1,469,368
Perpetual Care Cemetery	—	—	—	—	365,480	365,480
Pension Contribution	—	23	—	—	—	23
Affordable Housing	—	—	—	—	453,881	453,881
	1,850,086	23	—	3,633,203	2,288,729	7,772,041
Committed						
Traffic Impact	—	—	—	—	110,479	110,479
Assigned						
Capital Projects	—	—	—	8,469,550	4,763,977	13,233,527
Unassigned	29,926,229	—	(7,549)	—	—	29,918,680
Total Fund Balances	31,776,315	23	(7,549)	12,102,753	7,163,185	51,034,727

NOTE 4 - OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. These risks are provided for through a limited insurance program and private insurance coverage. The Village currently reports all its risk management activities in its insurance fund.

Intergovernmental Personnel Benefit Cooperative (IPBC)

Risks for medical and death benefits for employees and retirees are provided for through the Village's participation in the Intergovernmental Personnel Benefit Cooperative (IPBC). IPBC acts as an administrative agency to receive, process and pay such claims as may come within the benefit program of each member. IPBC maintains specific reinsurance coverage for claims in excess of $50,000 per individual employee participant. The Village pays premiums to IPBC based upon current employee participation and its prior experience factor with the pool. Current year overages or underages for participation in the pool are adjusted into subsequent years' experience factor for premiums. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

Intergovernmental Risk Management Agency (IRMA)

The Village also participates in the Intergovernmental Risk Management Agency (IRMA). IRMA is an organization of municipalities and special districts in Northeastern Illinois which have formed an association under the Illinois Intergovernmental Cooperation's Statute to pool its risk management needs. The agency administers a mix of self-insurance and commercial insurance coverages; property/casualty and workers' compensation claim administration/litigation management services; unemployment claim administration; extensive risk management/loss control consulting and training programs; and a risk information system and financial reporting service for its members.

The Village's payments to IRMA are displayed on the financial statements as expenditures/expenses in appropriate funds. The Village's payments to IRMA are displayed on the financial statements as expenditures/ expenses in appropriate funds. The Village assumed the first $10,000 for the calendar year 2021, and $25,000 for the calendar year 2022, of each occurrence. IRMA has a mix of self-insurance and commercial insurance at various amounts above that level.

Each member appoints one delegate, along with an alternate delegate, to represent the member on the Board of Directors. The Village does not exercise any control over the activities of the Agency beyond its representation on the Board of Directors.

Initial contributions are determined each year based on the individual member's eligible revenue as defined in the by-laws of IRMA and experience modification factors based on past member loss experience. Members have a contractual obligation to fund any deficit of IRMA attributable to a membership year during which they were a member. Supplemental contributions may be required to fund these deficits.

NOTE 4 - OTHER INFORMATION - Continued

CONTINGENT LIABILITIES

Deferred Compensation Plan

The Village offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all Village employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All amounts of compensation deferred under the plan are held in trust on behalf of the employees. Accordingly, the assets are not reported in these financial statements.

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

COMMITMENTS

Sales Tax Agreements

The Village has an agreement with an automobile dealership based upon sales tax revenue generated and paid by this dealership during the calendar year. The Village will remit 50% of sales tax revenue paid by this dealership. The agreement expires when total payments to the dealership are $1,500,000. For the year ended April 30, 2023, the Village will rebate $80,916 of sales tax to this business. Cumulative payments through April 30, 2023 are $379,859.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and, the Firefighters' Pension Plan, which is also a single-employer pension plan. Separate reports are issued for the Police and Firefighters' Pension Plans and may be obtained by writing to the Village at 1225 Cedar Lane, Northbrook, IL 60062-4582.

IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amounts recognized for the pension plans are:

	Pension Expenses/ (Revenues)	Net Pension Liabilities	Deferred Outflows	Deferred Inflows
IMRF				
Village	$ 2,061,932	10,874,376	9,753,663	202,107
Library	644,495	3,368,322	3,021,182	62,602
Police Pension	5,029,632	49,527,229	5,294,200	1,149,987
Firefighters' Pension	7,284,729	57,370,386	9,834,975	480,025
	15,020,788	121,140,313	27,904,02	1,894,721

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police and Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. IMRF provides two tiers of pension benefits. Employees hired ***before*** January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired ***on or after*** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the lesser of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	269
Inactive Plan Members Entitled to but not yet Receiving Benefits	131
Active Plan Members	223
Total	623 *

*The employees in the above table include the Northbrook Public Library.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended April 30, 2023, the Village's contribution was 9.21% of covered payroll and the Library's contribution was 9.15% of covered payroll.

Net Pension Liability. The Village's net pension liability was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions - Continued. For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	25.50%	4.90%
Domestic Equities	35.50%	6.50%
International Equities	18.00%	7.60%
Real Estate	10.50%	6.20%
Blended	9.50%	6.25% - 9.90%
Cash and Cash Equivalents	1.00%	4.00%

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Village	$ 20,572,693	10,874,376	3,085,798
Library	6,372,360	3,368,322	955,821
Net Pension Liability	26,945,053	14,242,698	4,041,619

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Changes in the Net Pension Liability

	Village	Library	Totals
Total Pension Liability			
Service Cost	$ 1,075,489	333,131	1,408,620
Interest	5,919,427	1,679,938	7,599,365
Differences Between Expected and Actual Experience	1,371,308	424,760	1,796,068
Change of Assumptions	—	—	—
Benefit Payments, Including Refunds of Member Contributions	(5,163,420)	(1,599,361)	(6,762,781)
Net Change in Total Pension Liability	3,202,804	838,468	4,041,272
Total Pension Liability - Beginning	87,698,117	21,990,769	109,688,886
Total Pension Liability - Ending	90,900,921	22,829,237	113,730,158
Plan Fiduciary Net Position			
Contributions - Employer	1,205,542	373,415	1,578,957
Contributions - Members	606,420	187,837	794,257
Net Investment Income	(11,896,562)	(3,684,942)	(15,581,504)
Benefit Payments, Including Refunds of Member Contributions	(5,163,420)	(1,599,361)	(6,762,781)
Other (Net Transfer)	585,896	181,480	767,376
Net Change in Plan Fiduciary Net Position	(14,662,124)	(4,541,571)	(19,203,695)
Plan Net Position - Beginning	94,688,669	24,002,486	118,691,155
Plan Net Position - Ending	80,026,545	19,460,915	99,487,460
Employer's Net Pension Liability	10,874,376	3,368,322	14,242,698

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the fiscal year ended April 30, 2023, the Village recognized pension expense of $2,061,932 and the Northbrook Public Library recognized pension expense of $644,495. At April 30, 2023, the Village and Northbrook Public Library reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions - Continued

	Village		Library		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 2,649,541	—	820,691	—	3,470,232
Change in Assumptions	—	(202,107)	—	(62,602)	(264,709)
Net Difference Between Projected and Actual	6,756,177	—	2,092,716	—	8,848,893
Total Pension Expense to be Recognized in Future Periods	9,405,718	(202,107)	2,913,407	(62,602)	12,054,416
Pension Contributions Made Subsequent to the Measurement Date	347,945	—	107,775	—	455,720
Total Deferred Amounts Related to IMRF	9,753,663	(202,107)	3,021,182	(62,602)	12,510,136

$455,720 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended April 30, 2024.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources		
	Village	Library	Totals
2024	$ 787,290	243,862	1,031,152
2024	2,085,313	645,922	2,731,235
2025	2,636,047	816,512	3,452,559
2026	3,694,961	1,144,509	4,839,470
2027	—	—	—
Thereafter	—	—	—
Totals	9,203,611	2,850,805	12,054,416

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At April 30, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	72
Inactive Plan Members Entitled to but not yet Receiving Benefits	6
Active Plan Members	67
Total	145

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2023, the Village's contribution was 60.64% of covered payroll.

Concentrations. At year-end, the Pension Plan does not have any investments over 5 percent of the net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Projected by years of service
Adjustments	2.50%
Inflation	2.50%

Mortality rates were based on the PubS-2010 base rates projected to 2022 with scale MP2021.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 65,075,742	49,527,229	36,762,498

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2022	$ 113,535,768	67,455,005	46,080,763
Changes for the Year:			
Service Cost	1,874,352	—	1,874,352
Interest on the Total Pension Liability	7,686,100	—	7,686,100
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	325,984	—	325,984
Changes of Assumptions	(603,155)	—	(603,155)
Contributions - Employer	—	4,685,846	(4,685,846)
Contributions - Employees	—	760,017	(760,017)
Contributions - Others	—		—
Net Investment Income	—	423,680	(423,680)
Benefit Payments, Including Refunds of Employee Contributions	(6,030,975)	(6,030,975)	—
Other (Net Transfer)	—	(32,728)	32,728
Net Changes	3,252,306	(194,160)	3,446,466
Balances at April 30, 2023	116,788,074	67,260,845	49,527,229

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2023, the Village recognized pension expense of $5,029,632. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 1,440,436	(111,751)	1,328,685
Change in Assumptions	1,124,599	(1,038,236)	86,363
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	2,729,165	—	2,729,165
Total Deferred Amounts Related to Police Pension	5,294,200	(1,149,987)	4,144,213

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Outflows/ (Inflows) of Resources
2024	$ 716,532
2025	(90,591)
2026	2,535,550
2027	1,003,113
2028	(20,391)
Thereafter	
Total	4,144,213

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan

Plan Descriptions

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At April 30, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	78
Inactive Plan Members Entitled to but not yet Receiving Benefits	8
Active Plan Members	71
Total	157

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2023, the Village's contribution was 61.92% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments over 5 percent of net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Projected by years of service
Cost of Living Adjustments	2.50%
Inflation	2.50%

Mortality rates were based on the PubS-2010 base rates projected to 2022 with scale MP2021.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior year. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 73,919,182	57,370,386	43,780,275

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2022	$ 116,484,529	65,895,067	50,589,462
Changes for the Year:			
Service Cost	2,036,031	—	2,036,031
Interest on the Total Pension Liability	7,868,452	—	7,868,452
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	706,581	—	706,581
Changes of Assumptions	2,174,246	—	2,174,246
Contributions - Employer	—	4,982,585	(4,982,585)
Contributions - Employees	—	736,273	(736,273)
Contributions - Other	—	—	—
Net Investment Income	—	344,177	(344,177)
Benefit Payments, Including Refunds of Employee Contributions	(5,981,916)	(5,981,916)	—
Other (Net Transfer)	—	(58,649)	58,649
Net Changes	6,803,394	22,470	6,780,924
Balances at April 30, 2023	123,287,923	65,917,537	57,370,386

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2023, the Village recognized pension expense of $7,284,729. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 3,553,999	—	3,553,999
Change in Assumptions	2,511,729	(480,025)	2,031,704
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	3,769,247	—	3,769,247
Total Deferred Amounts Related to Firefighters' Pension	9,834,975	(480,025)	9,354,950

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2024	$ 2,089,042
2025	1,242,516
2026	3,832,453
2027	1,796,537
2028	394,402
Thereafter	
Total	9,354,950

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The Village's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided. RBP provides medical coverage to retirees and their dependents. Retirees and their dependents may continue coverage by paying 100% of the blended average active group cost. Coverage ends at age 65 for disabled employees or once retirees are eligible for Medicare.

Plan Membership. As of April 30, 2023, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	30
Inactive Plan Members Entitled to but not yet Receiving Benefits	—
Active Plan Members	228
Total	258

Total OPEB Liability

The Village's total OPEB liability was measured as of April 30, 2023, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the April 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.50%
Salary Increases	3.50%
Discount Rate	3.77%
Healthcare Cost Trend Rates	6.75% for 2022, decreasing 0.25% per year to an ultimate rate of 4.50% for 2030 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

The discount rate was based on the expected rate of return associated with funded benefits, and for unfunded benefits, the 20-year muni bond rates.

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Total OPEB Liability - Continued

Actuarial Assumptions and Other Inputs - Continued. Mortality rates were based on the PubS-2010 base rates projected fully generationally using scale MP2021. For all others the PubG-2010 base rates projected fully generationally using scale MP2021 was used.

Change in the Total OPEB Liability

	Total OPEB Liability
Balances at April 30, 2022	9,411,788
Changes for the Year:	
Service Cost	466,972
Interest on the Total OPEB Liability	303,457
Changes of Benefit Terms	
Difference Between Expected and Actual Experience	(1,840,564)
Changes of Assumptions or Other Inputs	(736,017)
Benefit Payments	(1,077,563)
Net Changes	(2,883,715)
Balances at April 30, 2023	6,528,073

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 3.77%, while the prior valuation used 3.42%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (2.77%)	Current Discount Rate (3.77%)	1% Increase (4.77%)
Total OPEB Liability	$ 7,043,628	6,528,073	6,046,672

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability, calculated using a variable Healthcare Trend Rate, as well as what the total OPEB liability would be if it were calculated using a Healthcare Trend Rate that is one percentage point lower or one percentage point higher:

	1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	$ 5,825,633	6,528,073	7,358,936

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended April 30, 2023, the Village recognized OPEB expense of $503,828. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ —	(2,059,392)	(2,059,392)
Change in Assumptions	511,674	(1,345,505)	(833,831)
Net Difference Between Projected and Actual Earnings	—	—	—
Total Deferred Amounts Related to OPEB	511,674	(3,404,897)	(2,893,223)

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB - Continued

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year	Net Deferred (Inflows) of Resources
2024	$ (266,601)
2025	(266,601)
2026	(266,601)
2027	(266,601)
2028	(266,601)
Thereafter	(1,560,218)
Totals	(2,893,223)

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule Employer Contributions
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  - Firefighters' Pension Fund

- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  - Firefighters' Pension Fund

- Schedule of Investment Returns
  - Police Pension Fund
  - Firefighters' Pension Fund

- Schedule of Changes in the Employer's Total OPEB Liability
  - Retiree Benefit Plan

- Budgetary Comparison Schedules
  - General Fund

Notes to the Required Supplementary Information

Budgetary Information - Budgets are adopted on a basis consistent with generally accepted accounting principles.

Illinois Municipal Retirement Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year		Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	Totals	$ 1,742,464	$ 1,742,464	$ —	$ 14,040,804	12.41%
2017	Totals	1,736,714	1,741,800	5,086	14,005,761	12.44%
2018	Totals	1,722,897	1,719,850	(3,047)	14,501,806	11.86%
2019	Totals	1,512,977	1,514,477	1,500	13,808,244	10.97%
2020	Totals	1,587,865	1,587,865	—	15,428,825	10.29%
2021	Totals	2,861,007	3,044,232	183,225	16,890,427	18.02%
2022	Totals	1,615,029	1,625,472	10,443	15,592,044	10.43%
2023	Village	1,096,028	1,103,071	7,043	11,973,610	9.21%
	Library	339,493	339,493	—	3,708,807	9.15%
	Totals	1,435,521	1,442,564	7,043	15,682,417	9.20%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	21 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.85% to 13.75%, Including Inflation
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF NORTHBROOK, ILLINOIS

Police Pension Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	$ 1,397,406	$ 1,349,585	$ (47,821)	$ 6,259,278	21.56%
2016	1,545,370	1,591,260	45,890	6,501,228	24.48%
2017	1,803,482	1,965,874	162,392	6,689,389	29.39%
2018	2,949,665	3,338,429	388,764	6,906,794	48.34%
2019	2,998,526	3,496,247	497,721	6,983,385	50.07%
2020	3,720,671	4,077,489	356,818	7,147,985	57.04%
2021	4,125,043	3,814,549	(310,494)	7,274,335	52.44%
2022	4,432,719	4,111,263	(321,456)	7,514,598	54.71%
2023	4,300,612	4,685,846	385,234	7,726,685	60.64%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	PubS-2010 base rates projected to 2022 with scale MP2021

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

The actual contributions are split between two tax levy years, due to the distribution calendar of Cook County, Illinois property taxes, while the actuarially determined contributions as noted above for each fiscal year are based on only one tax levy year.

Firefighters' Pension Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	$ 1,419,399	$ 1,332,783	$ (86,616)	$ 6,514,303	20.46%
2016	1,571,442	1,565,117	(6,325)	6,790,390	23.05%
2017	1,748,845	1,880,878	132,033	7,038,056	26.72%
2018	2,814,963	3,492,984	678,021	8,454,642	41.31%
2019	3,387,070	3,707,866	320,796	7,319,853	50.65%
2020	3,960,484	4,270,347	309,863	7,452,829	57.30%
2021	4,467,941	4,120,830	(347,111)	7,561,917	54.49%
2022	4,683,879	4,382,125	(301,754)	7,451,920	58.81%
2023	4,551,281	4,982,585	431,304	8,046,827	61.92%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	PubS-2010 base rates projected to 2022 with scale MP2021

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

The actual contributions are split between two tax levy years, due to the distribution calendar of Cook County, Illinois property taxes, while the actuarially determined contributions as noted above for each fiscal year are based on only one tax levy year.

Illinois Municipal Retirement Fund
Schedule of Changes in the Employer's Net Pension Liability/(Asset)
April 30, 2023

	12/31/2015	12/31/2016	12/31/2017
	Total	Totals	Totals
Total Pension Liability			
Service Cost	$ 1,517,115	1,465,389	1,471,957
Interest	5,921,589	6,145,718	6,367,217
Changes in Benefit Terms		—	—
Differences Between Expected and Actual Experience	(31,568)	(730,264)	341,985
Change of Assumptions	203,074	(310,687)	(2,883,906)
Benefit Payments, Including Refunds of Member Contributions	(3,558,811)	(3,922,991)	(4,168,350)
Net Change in Total Pension Liability	4,051,399	2,647,165	1,128,903
Total Pension Liability - Beginning	80,080,770	84,132,169	86,779,334
Total Pension Liability - Ending	84,132,169	86,779,334	87,908,237
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,742,464	1,741,800	1,728,897
Contributions - Members	635,947	643,263	648,391
Net Investment Income	360,389	4,947,272	13,173,257
Benefit Payments, Including Refunds of Member Contributions	(3,558,811)	(3,922,991)	(4,168,350)
Other (Net Transfer)	134,664	37,510	(1,525,729)
Net Change in Plan Fiduciary Net Position	(685,347)	3,446,854	9,856,466
Plan Net Position - Beginning	72,668,014	71,982,667	75,429,521
Plan Net Position - Ending	71,982,667	75,429,521	85,285,987
Employer's Net Pension Liability/(Asset)	$ 12,149,502	11,349,813	2,622,250
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.56%	86.92%	97.02%
Covered Payroll	$ 14,040,805	14,005,761	14,136,095
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	86.53%	81.04%	18.55%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022		
Totals	Totals	Totals	Totals	Village	Library	Totals
1,365,108	1,492,828	1,579,956	1,442,800	1,075,489	333,131	1,408,620
6,403,605	6,990,448	7,541,202	7,265,941	5,919,427	1,679,938	7,599,365
—	—	—	—			
1,521,338	927,307	1,474,887	3,026,422	1,371,308	424,760	1,796,068
2,586,175	—	(899,802)	—	—	—	—
(4,637,009)	(4,766,832)	(5,361,325)	(6,172,400)	(5,163,420)	(1,599,361)	(6,762,781)
7,239,217	4,643,751	4,334,918	5,562,763	3,202,804	838,468	4,041,272
87,908,237	95,147,454	99,791,205	104,126,123	87,698,117	21,990,769	109,688,886
95,147,454	99,791,205	104,126,123	109,688,886	90,900,921	22,829,237	113,730,158
1,718,698	1,469,237	1,918,365	1,809,920	1,205,542	373,415	1,578,957
661,091	688,061	737,204	715,070	606,420	187,837	794,257
(4,571,306)	15,180,322	13,717,555	17,054,457	(11,896,562)	(3,684,942)	(15,581,504)
(4,637,009)	(4,766,832)	(5,361,325)	(6,172,400)	(5,163,420)	(1,599,361)	(6,762,781)
1,878,186	535,723	503,443	326,708	585,896	181,480	767,376
(4,950,340)	13,106,511	11,515,242	13,733,755	(14,662,124)	(4,541,571)	(19,203,695)
85,285,987	80,335,647	93,442,158	104,957,400	94,688,669	24,002,486	118,691,155
80,335,647	93,442,158	104,957,400	118,691,155	80,026,545	19,460,915	99,487,460
14,811,807	6,349,047	(831,277)	(9,002,269)	10,874,376	3,368,322	14,242,698
84.43%	93.64%	100.80%	108.21 %	88.04%	85.25%	87.48%
14,692,892	15,272,736	15,749,748	14,973,459	11,776,935	3,647,888	15,424,823
100.81%	41.57%	(5.28%)	(60.12%)	92.34%	92.34%	92.34%

VILLAGE OF NORTHBROOK, ILLINOIS

Police Pension Fund
Schedule of Changes in the Employer's Net Pension Liability
April 30, 2023

	2015	2016	2017
Total Pension Liability			
Service Cost	$ 859,722	1,181,410	1,231,694
Interest	4,969,863	5,439,935	6,258,782
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	(176,001)	1,722,362	(1,269,954)
Change of Assumptions	10,847,753	7,385,822	838,321
Benefit Payments, Including Refunds of Member Contributions	(3,444,739)	(3,737,336)	(3,933,840)
Net Change in Total Pension Liability	13,056,598	11,992,193	3,125,003
Total Pension Liability - Beginning	63,845,656	76,902,254	88,894,447
Total Pension Liability - Ending	76,902,254	88,894,447	92,019,450
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,349,585	1,591,260	1,965,874
Contributions - Members	698,545	752,378	705,161
Contributions - Other	8,270	7,225	254,817
Net Investment Income	2,950,989	(1,695,870)	4,302,920
Benefit Payments, Including Refunds of Member Contributions	(3,444,739)	(3,737,336)	(3,933,840)
Administrative Expenses	(28,367)	(42,357)	(26,987)
Net Change in Plan Fiduciary Net Position	1,534,283	(3,124,700)	3,267,945
Plan Net Position - Beginning	44,306,698	45,840,981	42,716,281
Plan Net Position - Ending	45,840,981	42,716,281	45,984,226
Employer's Net Pension Liability	$ 31,061,273	46,178,166	46,035,224
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.61%	48.05%	49.97%
Covered Payroll	$ 6,259,278	6,501,228	6,689,389
Employer's Net Pension Liability as a Percentage of Covered Payroll	496.24%	710.30%	688.18%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2018	2019	2020	2021	2022	2023
1,317,913	1,458,847	1,811,753	1,875,422	1,821,355	1,874,352
6,293,068	6,403,976	6,784,816	7,104,851	7,297,001	7,686,100
—	—	96,993	—	—	—
(717,081)	5,443,091	1,344,265	(253,030)	536,946	325,984
(668,120)	(2,549,363)	(310,335)	(552,694)	1,772,429	(603,155)
(4,236,937)	(4,657,688)	(5,002,170)	(5,218,793)	(5,680,197)	(6,030,975)
1,988,843	6,098,863	4,725,322	2,955,756	5,747,534	3,252,306
92,019,450	94,008,293	100,107,156	104,832,478	107,788,234	113,535,768
94,008,293	100,107,156	104,832,478	107,788,234	113,535,768	116,788,074
3,338,429	3,496,247	4,077,489	3,814,549	4,111,263	4,685,846
701,436	716,482	741,450	809,564	731,131	760,017
—	—	129	—	100	—
4,445,111	3,141,841	1,338,989	16,905,540	(1,939,457)	423,680
(4,236,937)	(4,657,688)	(5,002,170)	(5,218,793)	(5,680,197)	(6,030,975)
(43,618)	(18,744)	(33,021)	(35,543)	(32,803)	(32,728)
4,204,421	2,678,138	1,122,866	16,275,317	(2,809,963)	(194,160)
45,984,226	50,188,647	52,866,785	53,989,651	70,264,968	67,455,005
50,188,647	52,866,785	53,989,651	70,264,968	67,455,005	67,260,845
43,819,646	47,240,371	50,842,827	37,523,266	46,080,763	49,527,229
53.39%	52.81%	51.50%	51.50%	59.41%	57.59%
6,906,794	6,983,385	7,147,985	7,274,335	7,514,598	7,726,685
634.44%	676.47%	711.29%	711.29%	613.22%	640.99%

VILLAGE OF NORTHBROOK, ILLINOIS

Firefighters' Pension Fund
Schedule of Changes in the Employer's Net Pension Liability
April 30, 2023

	2015	2016	2017
Total Pension Liability			
Service Cost	$ 1,309,525	1,499,447	1,605,351
Interest	4,781,977	5,225,638	5,906,179
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	599,853	(523,277)	397,050
Change of Assumptions	8,708,762	7,060,087	772,971
Benefit Payments, Including Refunds of Member Contributions	(3,226,287)	(3,364,422)	(3,538,561)
Net Change in Total Pension Liability	12,173,830	9,897,473	5,142,990
Total Pension Liability - Beginning	61,387,861	73,561,691	83,459,164
Total Pension Liability - Ending	73,561,691	83,459,164	88,602,154
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,332,783	1,565,117	1,880,878
Contributions - Members	704,152	631,544	691,264
Contributions - Others	—	—	215,297
Net Investment Income	3,046,217	(2,700,867)	4,334,250
Benefit Payments, Including Refunds of Member Contributions	(3,226,287)	(3,364,422)	(3,538,561)
Administrative Expenses	(63,932)	(39,690)	(48,238)
Net Change in Plan Fiduciary Net Position	1,792,933	(3,908,318)	3,534,890
Plan Net Position - Beginning	45,660,245	47,453,178	43,544,860
Plan Net Position - Ending	47,453,178	43,544,860	47,079,750
Employer's Net Pension Liability	$ 26,108,513	39,914,304	41,522,404
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	64.51%	52.18%	53.14%
Covered Payroll	$ 6,514,303	6,790,390	7,038,056
Employer's Net Pension Liability as a Percentage of Covered Payroll	400.79%	587.81%	589.97%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2018	2019	2020	2021	2022	2023
1,717,726	2,113,585	2,399,593	2,479,650	2,211,680	2,036,031
6,070,520	6,207,719	6,773,274	6,851,113	7,220,926	7,868,452
—	—	59,470	—	—	—
2,393,822	806,935	256,928	155,094	4,228,171	706,581
(704,211)	152,524	(723,598)	(561,729)	1,098,772	2,174,246
(3,760,880)	(4,357,815)	(4,683,417)	(5,017,779)	(5,505,698)	(5,981,916)
5,716,977	4,922,948	4,082,250	3,906,349	9,253,851	6,803,394
88,602,154	94,319,131	99,242,079	103,324,329	107,230,678	116,484,529
94,319,131	99,242,079	103,324,329	107,230,678	116,484,529	123,287,923
3,492,984	3,707,866	4,270,347	4,120,830	4,382,125	4,982,585
719,854	694,131	729,299	717,400	730,371	736,273
374	231	654	440	150	—
3,594,542	2,152,779	52,651	16,239,206	(2,894,680)	344,177
(3,760,880)	(4,357,815)	(4,580,341)	(5,017,779)	(5,505,698)	(5,981,916)
(133,327)	(169,522)	(103,076)	(191,334)	(76,465)	(58,649)
3,913,547	2,027,670	369,534	15,868,763	(3,364,197)	22,470
47,079,750	50,993,297	53,020,967	53,390,501	69,259,264	65,895,067
50,993,297	53,020,967	53,390,501	69,259,264	65,895,067	65,917,537
43,325,834	46,221,112	49,933,828	37,971,414	50,589,462	57,370,386
54.06%	53.43%	51.67%	64.59%	56.57%	53.47%
8,454,642	7,319,853	7,452,829	7,561,917	7,451,920	8,046,827
512.45%	631.45%	670.00%	502.14%	678.88%	712.96%

VILLAGE OF NORTHBROOK, ILLINOIS

Police Pension Fund
Schedule of Investment Returns
April 30, 2023

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2015	6.86%
2016	(3.76%)
2017	10.07%
2018	7.64%
2019	7.34%
2020	6.44%
2021	8.67%
2022	(1.67%)
2023	5.22%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF NORTHBROOK, ILLINOIS

Firefighters' Pension Fund
Schedule of Investment Returns
April 30, 2023

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2015	6.84%
2016	(5.84%)
2017	9.95%
2018	6.99%
2019	6.65%
2020	5.27%
2021	7.43%
2022	(3.19%)
2023	6.20%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF NORTHBROOK, ILLINOIS

Retiree Benefit Plan
Schedule of Changes in the Employer's Total OPEB Liability
April 30, 2023

	2019
Total OPEB Liability	
Service Cost	$ 457,714
Interest	299,236
Changes in Benefit Terms	—
Differences Between Expected and Actual Experience	—
Change of Assumptions or Other Inputs	121,498
Benefit Payments	(316,463)
Net Change in Total OPEB Liability	561,985
Total OPEB Liability - Beginning	7,695,667
Total OPEB Liability - Ending	8,257,652
Covered-Employee Payroll	20,980,536
Total OPEB Liability as a Percentage of Covered-Employee Payroll	39.36%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2019 through 2023.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

2020	2021	2022	2023
490,868	525,342	560,379	466,972
306,550	267,200	211,578	303,457
—	1,201,626	—	—
—	(523,712)	—	(1,840,564)
668,744	36,386	(834,590)	(736,017)
(338,534)	(406,331)	(1,011,370)	(1,077,563)
1,127,628	1,100,511	(1,074,003)	(2,883,715)
8,257,652	9,385,280	10,485,791	9,411,788
9,385,280	10,485,791	9,411,788	6,528,073
20,572,727	19,828,264	20,522,253	25,864,036
45.62%	52.88%	45.86%	25.24%

VILLAGE OF NORTHBROOK, ILLINOIS

General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Revenues			
Taxes	$ 12,720,960	12,720,960	12,557,586
Intergovernmental	24,718,365	24,718,365	26,555,958
Licenses and Permits	5,501,500	5,501,500	6,359,851
Charges for Services	6,186,140	6,186,140	6,409,543
Fines and Forfeitures	260,250	260,250	266,424
Investment Income	52,500	52,500	1,199,253
Miscellaneous	400,020	400,020	395,077
Total Revenues	49,839,735	49,839,735	53,743,692
Expenditures			
General Government	9,969,705	10,307,450	8,996,087
Public Safety	29,619,875	31,020,053	30,752,782
Highways and Streets	8,926,385	9,245,324	8,081,353
Total Expenditures	48,515,965	50,572,827	47,830,222
Net Change In Fund Balance	1,323,770	(733,092)	5,913,470
Fund Balance - Beginning			25,862,845
Fund Balance - Ending			31,776,315

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules - Major Governmental Funds
- Combining Statements - Nonmajor Governmental Funds
- Budgetary Comparison Schedules - Nonmajor Governmental Funds
- Budgetary Comparison Schedules - Enterprise Funds
- Budgetary Comparison Schedule - Internal Service Fund
- Combining Statements - Pension Trust Funds
- Budgetary Comparison Schedules - Pension Trust Funds
- Consolidated Year-End Financial Report

INDIVIDUAL FUND DESCRIPTIONS

GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

Pension Contribution Fund

The Pension Contribution Fund is used to account for the employer's contribution to the police and firefighters' pension funds.

Traffic Impact Fund

The Traffic Impact Fund is used to account for monies received from property owners in order to mitigate the effect on the Village's infrastructure caused by the development of such properties.

Tax Increment Financing (TIF) Fund

The Tax Increment Financing Fund is used to account for development in the TIF Districts. Financing is provided by an annual property tax levy.

Affordable Housing Fund

The Affordable Housing Fund is used to account for payments received in-lieu of providing affordable housing units and demolition tax to be used towards inclusionary housing measures in the Village.

DEBT SERVICE FUND

The Debt Service Fund is used account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Financing is provided by the annual tax levy.

CAPITAL PROJECTS FUNDS

The Capital Projects Funds are used to account for all resources used for the acquisition of capital assets by the Village, except those financed by Proprietary and Trust Funds, including general and infrastructure capital assets.

Infrastructure Capital Projects Fund

The Infrastructure Capital Projects Fund is used to account for infrastructure improvements including streets and storm water.

INDIVIDUAL FUND DESCRIPTIONS

CAPITAL PROJECTS FUNDS - Continued

Facility Capital Projects Fund

The Facility Capital Projects Fund is used to account and provides for financial resources for the renovation/ replacement of Fire Station 11, Police Station and Public Works Fleet Maintenance Garage.

PERMANENT FUND

The Permanent Funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the Village's programs, that is, for the benefit of the Village or its citizenry.

Cemetery Fund

The Cemetery Fund is used to account for perpetual care trust funds to be used for the perpetual care of the Village's cemetery.

ENTERPRISE FUNDS

The Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

Water Fund

The Water Fund is used to account for the provision of potable water to the residents of the Village. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations and maintenance, financing and related debt service, billing and collection.

Sanitary Sewer Fund

The Sanitary Sewer Fund is used to account for the provision of sewer repair and improvement services to the residents of the Village. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations and maintenance, financing and related debt service, billing and collection.

Senior Housing Fund

The Senior Housing Fund is used to account for the provision of housing to the residents of the Village-owned apartment complex. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations and maintenance, financing and related debt service, billing and collection.

INDIVIDUAL FUND DESCRIPTIONS

ENTERPRISE FUNDS - Continued

Stormwater Utility Fund

The Stormwater Utility Fund is used to account for the maintenance and construction of the Village's storm water management system. All activities necessary to provide these services are accounted for in this fund, including, but not limited to, operation, maintenance and repair, construction, and related debt service.

Parking Fund

The Parking Fund is used to account for the provision of public parking services for commuters. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations and maintenance, financing and related debt service, billing and collection.

INTERNAL SERVICE FUND

The Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies other governmental unit, or to other governmental units, on a cost-reimbursement basis.

Insurance Fund

The Insurance Fund is used to account for the Village's workers' compensation, employee health insurance and property and casualty losses, as well as excess insurance purchased to cover major losses.

PENSION TRUST FUNDS

Police Pension Fund

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

Firefighters' Pension Fund

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

VILLAGE OF NORTHBROOK, ILLINOIS

General Fund
Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Taxes			
Property Taxes	$ 8,895,960	8,895,960	8,771,986
Township Road and Bridge Taxes	545,000	545,000	622,589
Utility Tax	1,000,000	1,000,000	1,179,879
Telecommunication Tax	1,600,000	1,600,000	1,240,109
Admissions and Entertainment Tax	75,000	75,000	62,203
Hotel Occupancy Tax	600,000	600,000	664,419
Municipal Auto Rental Tax	5,000	5,000	16,401
	12,720,960	12,720,960	12,557,586
Intergovernmental			
Sales Taxes	15,730,000	15,730,000	15,763,367
State Use Tax	1,320,825	1,320,825	1,498,571
State Income Tax	4,659,000	4,659,000	5,489,231
Replacement Taxes	706,000	706,000	1,422,208
Grants	60,000	60,000	140,042
ARPA Grant	2,242,540	2,242,540	2,242,539
	24,718,365	24,718,365	26,555,958
Licenses and Permits			
Licenses			
Animal	27,000	27,000	28,512
Business/Liquor	305,000	305,000	285,508
Vehicle	545,000	545,000	445,010
Permits			
Building	1,332,500	1,332,500	1,789,904
Retail Sales	1,000	1,000	650
Alarm	76,000	76,000	69,460
Fees			
Franchise	700,000	700,000	793,044
Emergency 911 Surcharge	575,000	575,000	629,894
Foreign Fire Insurance	150,000	150,000	172,337
Ambulance Transportation	1,625,000	1,625,000	1,989,719
Elevator Inspection	45,000	45,000	44,745
Alarm Service	120,000	120,000	111,068
	5,501,500	5,501,500	6,359,851

General Fund
Schedule of Revenues - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2023

	Budget		Actual
	Original	Final	Amounts
Charges for Services			
Administrative Services	$ 2,778,590	2,778,590	2,778,590
Plan Commission Fees	25,000	25,000	36,161
Overtime Reimbursements	65,000	65,000	78,992
State Route Maintenance Reimbursement	25,000	25,000	15,335
Reforestation Program	5,000	5,000	750
Toll Road Emergency Responses	2,000	2,000	17,500
Police Services	145,000	145,000	122,982
Annexation Fees	—	—	2,250
Antenna Lease Fee	200,000	200,000	214,504
Miscellaneous	50,500	50,500	78,854
Red Center	20,000	20,000	20,000
Northbrook Fire Protection District	2,870,050	2,870,050	3,043,625
	6,186,140	6,186,140	6,409,543
Fines and Forfeitures			
Court Fines	100,000	100,000	82,189
Drug Forfeitures	10,000	10,000	8,558
Ordinance Violations	150,250	150,250	175,677
	260,250	260,250	266,424
Investment Income	52,500	52,500	1,199,253
Miscellaneous			
Sale of Property	50,000	50,000	—
Warrant Fees	—	—	869
Miscellaneous	350,020	350,020	394,208
	400,020	400,020	395,077
Total Revenues	49,839,735	49,839,735	53,743,692

VILLAGE OF NORTHBROOK, ILLINOIS

General Fund
Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
General Government			
General Government Department			
Personal Services	$ 1,416,365	1,456,565	1,419,172
Contractual Services	1,724,170	1,836,485	1,558,458
Commodities	2,500	2,500	9,948
	3,143,035	3,295,550	2,987,578
Finance Department			
Personal Services	941,645	974,225	971,273
Contractual Services	240,950	254,615	208,395
Commodities	16,000	16,000	11,043
Capital Outlay	8,500	8,500	—
	1,207,095	1,253,340	1,190,711
Information Services Department			
Personal Services	996,565	1,027,445	896,043
Contractual Services	1,590,990	1,595,960	1,322,738
Commodities	500	500	746
Capital Outlay	593,680	593,680	397,060
	3,181,735	3,217,585	2,616,587
Development and Planning Service Department			
Personal Services	1,892,865	1,968,400	1,803,316
Contractual Services	535,975	563,575	390,906
Commodities	3,500	3,500	1,519
Capital Outlay	5,500	5,500	5,470
	2,437,840	2,540,975	2,201,211
Total General Government	9,969,705	10,307,450	8,996,087
Public Safety			
Police			
Personal Services	13,758,435	14,146,900	14,095,361
Contractual Services	1,411,910	1,552,355	1,684,313
Commodities	455,300	486,000	550,899
Capital Outlay	510,950	756,028	344,242
	16,136,595	16,941,283	16,674,815

General Fund
Schedule of Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Fire			
Personal Services	$ 10,951,485	11,326,260	10,957,856
Contractual Services	1,753,205	1,878,625	2,534,254
Commodities	553,590	588,885	511,990
Capital Outlay	225,000	285,000	73,867
	13,483,280	14,078,770	14,077,967
Total Public Safety	29,619,875	31,020,053	30,752,782
Highways and Streets			
Public Works Department			
Personal Services	4,839,680	5,007,930	4,631,253
Contractual Services	2,030,075	2,097,595	2,017,947
Commodities	748,960	832,129	774,347
Capital Outlay	1,307,670	1,307,670	657,806
	8,926,385	9,245,324	8,081,353
Total Expenditures	48,515,965	50,572,827	47,830,222

VILLAGE OF NORTHBROOK, ILLINOIS

Debt Service Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Amounts
Revenues			
Taxes			
Property Taxes	$ 4,178,333	4,178,333	4,123,367
Investment Income	6,000	6,000	46,149
Total Revenues	4,184,333	4,184,333	4,169,516
Expenditures			
Debt Service			
Principal Retirement	4,121,354	4,121,354	4,121,354
Interest and Fiscal Charges	2,231,444	2,231,444	2,232,349
Total Expenditures	6,352,798	6,352,798	6,353,703
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,168,465)	(2,168,465)	(2,184,187)
Other Financing Sources			
Transfers In	2,172,564	2,172,564	2,172,564
Net Change in Fund Balance	4,099	4,099	(11,623)
Fund Balance - Beginning			4,074
Fund Balance - Ending			(7,549)

VILLAGE OF NORTHBROOK, ILLINOIS

Infrastructure Capital Projects- Capital Projects Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Amounts
Revenues			
Taxes			
Sales Tax	$ 1,837,000	1,837,000	1,905,788
Intergovernmental			
Motor Fuel Tax Allotment	1,405,350	1,405,350	1,409,935
Rebuild Illinois	—	—	364,339
Investment Income	9,500	9,500	353,292
Miscellaneous	—	—	175
Total Revenues	3,251,850	3,251,850	4,033,529
Expenditures			
Highways and Streets			
Capital Outlay			
Engineering Services	60,000	60,000	65,299
Street Improvements	4,768,615	4,941,105	1,973,056
Total Expenditures	4,828,615	5,001,105	2,038,355
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,576,765)	(1,749,255)	1,995,174
Other Financing (Uses)			
Transfers Out	(2,172,564)	(2,172,564)	(2,172,564)
Net Change in Fund Balance	(3,749,329)	(3,921,819)	(177,390)
Fund Balance - Beginning			12,280,143
Fund Balance - Ending			12,102,753

VILLAGE OF NORTHBROOK, ILLINOIS

Nonmajor Governmental Funds
Combining Balance Sheet
April 30, 2023

	Special Revenue			Capital Projects		
	Traffic Impact	Tax Increment Financing	Affordable Housing	Facility Capital Projects	Permanent Cemetery	Totals
ASSETS						
Cash and Investments	$ 318,347	1,469,368	453,881	4,802,627	365,945	7,410,168
LIABILITIES						
Accounts Payable	—	—	—	38,650	465	39,115
Deposits Payable	207,868	—	—	—	—	207,868
Total Liabilities	207,868	—	—	38,650	465	246,983
FUND BALANCES						
Restricted	—	1,469,368	453,881	—	365,480	2,288,729
Committed	110,479	—	—	—	—	110,479
Assigned	—	—	—	4,763,977	—	4,763,977
Total Fund Balances	110,479	1,469,368	453,881	4,763,977	365,480	7,163,185
Total Liabilities and Fund Balances	318,347	1,469,368	453,881	4,802,627	365,945	7,410,168

VILLAGE OF NORTHBROOK, ILLINOIS

Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended April 30, 2023

	Special Revenue			Capital Projects		
	Traffic Impact	Tax Increment Financing	Affordable Housing	Facility Capital Projects	Permanent Cemetery	Totals
Revenues						
Taxes	$ —	1,132,836	—	—	—	1,132,836
Charges for Services	—	—	100,000	—	—	100,000
Investment Income	8,938	41,962	8,686	132,357	8,878	200,821
Miscellaneous	—	—	—	—	26,814	26,814
Total Revenues	8,938	1,174,798	108,686	132,357	35,692	1,460,471
Expenditures						
General Government	—	—	—	118,380	36,321	154,701
Debt Service						
Principal Retirement	—	1,031,031	—	—	—	1,031,031
Interest and Fiscal Charges	—	91,516	—	—	—	91,516
Total Expenditures	—	1,122,547	—	118,380	36,321	1,277,248
Net Change in Fund Balances	8,938	52,251	108,686	13,977	(629)	183,223
Fund Balances - Beginning	101,541	1,417,117	345,195	4,750,000	366,109	6,979,962
Fund Balances - Ending	110,479	1,469,368	453,881	4,763,977	365,480	7,163,185

VILLAGE OF NORTHBROOK, ILLINOIS

Affordable Housing- Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Revenues			
Charges for Services			
Demo Fees	$ 250,000	250,000	100,000
Investment Income	150	150	8,686
Total Revenues	250,150	250,150	108,686
Expenditures			
General Government			
Professional Services	25,000	25,000	—
Net Change in Fund Balance	225,150	225,150	108,686
Fund Balance - Beginning			345,195
Fund Balance - Ending			453,881

VILLAGE OF NORTHBROOK, ILLINOIS

Facility Capital Projects - Capital Projects Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Amounts
Revenues			
Investment Income	$ —	—	132,357
Expenditures			
General Government			
Capital Outlay			
Building Improvements	500,000	500,000	118,380
Net Change in Fund Balance	(500,000)	(500,000)	13,977
Fund Balance - Beginning			4,750,000
Fund Balance - Ending			4,763,977

Cemetery - Permanent Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Revenues			
Investment Income	$ 150	150	8,878
Miscellaneous	20,000	20,000	26,814
Total Revenues	20,150	20,150	35,692
Expenditures			
General Government	28,225	28,225	36,321
Net Change in Fund Balance	(8,075)	(8,075)	(629)
Fund Balance - Beginning			366,109
Fund Balance - Ending			365,480

VILLAGE OF NORTHBROOK, ILLINOIS

Water - Enterprise Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Water Sales	$ 9,200,000	9,200,000	9,008,541
Operating Expenses			
Administration	2,129,150	2,129,150	2,129,150
Operations	4,667,597	5,131,907	4,628,081
Depreciation and Amortization	—	—	1,773,841
Total Operating Expenses	6,796,747	7,261,057	8,531,072
Operating Income	2,403,253	1,938,943	477,469
Nonoperating Revenues (Expenses)			
Investment Income	53,000	53,000	231,089
Permits/Connection/Recapture Fees	90,000	90,000	119,673
Other Income	5,000	5,000	—
Principal Retirement	(1,463,670)	(1,463,670)	—
Interest Expense	(848,180)	(848,180)	(807,747)
	(2,163,850)	(2,163,850)	(456,985)
Change in Net Position	239,403	(224,907)	20,484
Net Position - Beginning			28,329,070
Net Position - Ending			28,349,554

VILLAGE OF NORTHBROOK, ILLINOIS

Water - Enterprise Fund
Schedule of Operating Expenses - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Administration			
Salaries and Wages	$ 1,925,295	1,925,295	1,925,295
Benefits	203,855	203,855	203,855
Total Administration	2,129,150	2,129,150	2,129,150
Operations			
Personal Services	2,644,700	2,644,700	2,777,419
Contractual Services	1,400,195	1,498,839	1,307,628
Commodities	202,850	207,065	231,326
Capital Outlay	3,513,270	3,874,721	3,405,126
	7,761,015	8,225,325	7,721,499
Less Capital Assets Capitalized	(3,093,418)	(3,093,418)	(3,093,418)
Total Operations	4,667,597	5,131,907	4,628,081
Depreciation and Amortization	—	—	1,773,841
Debt Service			
Principal Retirement	1,463,670	1,463,670	1,273,670
Interest Expense	848,180	848,180	807,747
	2,311,850	2,311,850	2,081,417
Less Nonoperating Items			
Debt Service	(2,311,850)	(2,311,850)	(2,081,417)
Total Debt Service	—	—	—
Total Operating Expenses	6,796,747	7,261,057	8,531,072

VILLAGE OF NORTHBROOK, ILLINOIS

Sanitary Sewer - Enterprise Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Sanitary Sewer User Fees	$ 1,595,000	1,595,000	1,509,931
Operating Expenses			
Administration	639,640	639,640	639,640
Operations	1,225,075	1,228,725	1,046,375
Depreciation and Amortization	—	—	252,669
Total Operating Expenses	1,864,715	1,868,365	1,938,684
Operating (Loss)	(269,715)	(273,365)	(428,753)
Nonoperating Revenues (Expenses)			
Investment Income	6,000	6,000	10,109
Permits/Connection/Recapture Fees	10,000	10,000	—
Principal Retirement	(304,524)	(304,524)	—
Interest Expense	(148,949)	(148,949)	(141,564)
	(437,473)	(437,473)	(131,455)
Change in Net Position	(707,188)	(710,838)	(560,208)
Net Position - Beginning			1,797,815
Net Position - Ending			1,237,607

VILLAGE OF NORTHBROOK, ILLINOIS

Sanitary Sewer - Enterprise Fund
Scheduling of Operating Expenses - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Administration			
Administrative Services	$ 608,715	608,715	608,715
Charges for Services	30,925	30,925	30,925
Total Administration	639,640	639,640	639,640
Operations			
Personal Services	548,045	548,045	566,237
Contractual Services	174,105	174,105	112,208
Commodities	36,925	40,575	40,812
Capital Outlay	466,000	466,000	327,118
Total Operations	1,225,075	1,228,725	1,046,375
Depreciation and Amortization	—	—	252,669
Debt Service			
Principal Retirement	304,524	304,524	304,524
Interest Expense	148,949	148,949	141,564
	453,473	453,473	446,088
Less Nonoperating Items			
Debt Service	(453,473)	(453,473)	(446,088)
Total Debt Service	—	—	—
Total Operating Expenses	1,864,715	1,868,365	1,938,684

VILLAGE OF NORTHBROOK, ILLINOIS

Senior Housing - Enterprise Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Rents	$ 902,950	902,950	895,367
Operating Expenses			
Administration	159,730	159,730	159,730
Operations	844,074	751,755	648,643
Capital Outlay	699,000	699,000	644,876
Less Capital Assets Capitalized	—	—	(644,876)
Depreciation	—	—	136,914
Total Operating Expenses	1,702,804	1,610,485	945,287
Operating (Loss)	(799,854)	(707,535)	(49,920)
Nonoperating Revenues (Expenses)			
Investment Income	400	400	65,693
Interest Expense	—	(52,319)	(43,803)
	400	(51,919)	21,890
Change in Net Position	(799,454)	(759,454)	(28,030)
Net Position - Beginning			3,710,853
Net Position - Ending			3,682,823

VILLAGE OF NORTHBROOK, ILLINOIS

Stormwater Utility - Enterprise Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Stormwater Utility Fees	$ 1,465,000	1,465,000	1,378,452
Operating Expenses			
Administration	137,940	137,940	137,940
Operations	451,534	456,709	797,558
Depreciation and Amortization	—	—	757,435
Total Operating Expenses	589,474	594,649	1,692,933
Operating Income (Loss)	875,526	870,351	(314,481)
Nonoperating Revenues (Expenses)			
Investment Income	10,000	10,000	27,259
Principal Retirement	(1,350,452)	(1,350,452)	—
Interest Expense	(635,433)	(635,433)	(617,510)
	(1,975,885)	(1,975,885)	(590,251)
Income (Loss) Before Grants	(1,100,359)	(1,105,534)	(904,732)
Capital Grants	—	—	629,876
Change in Net Position	(1,100,359)	(1,105,534)	(274,856)
Net Position - Beginning			7,397,347
Net Position - Ending			7,122,491

VILLAGE OF NORTHBROOK, ILLINOIS

Stormwater Utility - Enterprise Fund
Scheduling of Operating Expenses - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Administration			
Administrative Services	$ 95,945	95,945	95,945
Charges for Services	41,995	41,995	41,995
Total Administration	137,940	137,940	137,940
Operations			
Personal Services	651,190	651,190	544,503
Contractual Services	316,745	316,745	234,270
Commodities	34,225	39,400	36,800
Capital Outlay	790,550	790,550	1,323,161
	1,792,710	1,797,885	2,138,734
Less Capital Assets Capitalized	(1,341,176)	(1,341,176)	(1,341,176)
Total Operations	451,534	456,709	797,558
Depreciation and Amortization	—	—	757,435
Debt Service			
Principal Retirement	1,350,452	1,350,452	1,350,452
Interest Expense	635,433	635,433	617,510
	1,985,885	1,985,885	1,967,962
Less Nonoperating Items			
Debt Service	(1,985,885)	(1,985,885)	(1,967,962)
Total Debt Service	—	—	—
Total Operating Expenses	589,474	594,649	1,692,933

Parking - Enterprise Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Parking Fees	$ 56,000	56,000	74,841
Miscellaneous	3,600	3,600	—
Total Operating Revenues	59,600	59,600	74,841
Operating Expenses			
Administration	50,440	50,440	50,440
Operations	63,310	63,310	51,689
Depreciation	—	—	35,580
Total Operating Expenses	113,750	113,750	137,709
Operating (Loss)	(54,150)	(54,150)	(62,868)
Nonoperating Revenues			
Investment Income	100	100	2,102
Change in Net Position	(54,050)	(54,050)	(60,766)
Net Position - Beginning			1,078,496
Net Position - Ending			1,017,730

VILLAGE OF NORTHBROOK, ILLINOIS

Parking - Enterprise Fund
Scheduling of Operating Expenses - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Administration			
Administrative Services	$ 47,090	47,090	47,090
Charges for Services	3,350	3,350	3,350
Total Administration	50,440	50,440	50,440
Operations			
Contractual Services	61,260	61,260	51,665
Commodities	2,050	2,050	24
Total Operations	63,310	63,310	51,689
Depreciation	—	—	35,580
Total Operating Expenses	113,750	113,750	137,709

Insurance - Internal Service Fund
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Billing	$ 5,799,155	5,799,155	7,299,155
Member Contributions	1,637,500	1,637,500	1,683,718
Total Operating Revenues	7,436,655	7,436,655	8,982,873
Operating Expenses			
Administration			
Claims Administration Fees	15,000	15,000	4,090
Operations			
Insurance	9,408,995	9,408,995	8,864,754
Claims	60,000	60,000	37,254
Total Operating Expenses	9,483,995	9,483,995	8,906,098
Operating Income (Loss)	(2,047,340)	(2,047,340)	76,775
Nonoperating Revenues			
Investment Income	2,200	2,200	21,200
Other Income	128,000	134,000	140,328
	130,200	136,200	161,528
Change in Net Position	(1,917,140)	(1,911,140)	238,303
Net Position - Beginning			4,917,087
Net Position - Ending			5,155,390

VILLAGE OF NORTHBROOK, ILLINOIS

Pension Trust Funds
Combining Statement of Fiduciary Net Position
April 30, 2023

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	$ 2,442,042	3,009,404	5,451,446
Investments			
Illinois Funds	1,691,631	399,372	2,091,003
Illinois Police Pension Investment Fund	62,915,365	—	62,915,365
Illinois Firefighters' Pension Investment Fund	—	62,218,145	62,218,145
Due from Other Governments	212,087	290,616	502,703
Total Assets	67,261,125	65,917,537	133,178,662
LIABILITIES			
Accounts Payable	280	—	280
NET POSITION			
Restricted for Pensions	67,260,845	65,917,537	133,178,382

VILLAGE OF NORTHBROOK, ILLINOIS

Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2023

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	$ 4,685,846	4,982,585	9,668,431
Contributions - Plan Members	760,017	736,273	1,496,290
Total Contributions	5,445,863	5,718,858	11,164,721
Investment Earnings			
Interest Earned	62,642	151,844	214,486
Net Change in Fair Value	426,670	241,714	668,384
	489,312	393,558	882,870
Less Investment Expenses	(65,632)	(49,381)	(115,013)
Net Investment Income	423,680	344,177	767,857
Total Additions	5,869,543	6,063,035	11,932,578
Deductions			
Administration	32,728	58,649	91,377
Benefits and Refunds	6,030,975	5,981,916	12,012,891
Total Deductions	6,063,703	6,040,565	12,104,268
Change in Fiduciary Net Position	(194,160)	22,470	(171,690)
Net Position Restricted for Pensions			
Beginning	67,455,005	65,895,067	133,350,072
Ending	67,260,845	65,917,537	133,178,382

VILLAGE OF NORTHBROOK, ILLINOIS

Police Pension - Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Additions			
Contributions - Employer	$ 4,483,530	4,483,530	4,685,846
Contributions - Plan Members	755,000	755,000	760,017
Total Contributions	5,238,530	5,238,530	5,445,863
Investment Income			
Interest Earned	2,500,000	2,500,000	62,642
Net Change in Fair Value	—	—	426,670
	2,500,000	2,500,000	489,312
Less Investment Expenses	—	—	(65,632)
Net Investment Income	2,500,000	2,500,000	423,680
Total Additions	7,738,530	7,738,530	5,869,543
Deductions			
Administration	44,300	44,300	32,728
Benefits and Refunds	5,839,925	5,839,925	6,030,975
Total Deductions	5,884,225	5,884,225	6,063,703
Change in Fiduciary Net Position	1,854,305	1,854,305	(194,160)
Net Position Restricted for Pensions			
Beginning			67,455,005
Ending			67,260,845

VILLAGE OF NORTHBROOK, ILLINOIS

Firefighters' Pension - Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended April 30, 2023

	Budget		
	Original	Final	Actual
Additions			
Contributions - Employer	$ 4,732,965	4,732,965	4,982,585
Contributions - Plan Members	720,000	720,000	736,273
Total Contributions	5,452,965	5,452,965	5,718,858
Investment Income			
Interest Earned	2,500,000	2,500,000	151,844
Net Change in Fair Value	—	—	241,714
	2,500,000	2,500,000	393,558
Less Investment Expenses	—	—	(49,381)
Net Investment Income	2,500,000	2,500,000	344,177
Total Additions	7,952,965	7,952,965	6,063,035
Deductions			
Administration	128,500	128,500	58,649
Benefits and Refunds	5,766,500	5,766,500	5,981,916
Total Deductions	5,895,000	5,895,000	6,040,565
Change in Fiduciary Net Position	2,057,965	2,057,965	22,470
Net Position Restricted for Pensions			
Beginning			65,895,067
Ending			65,917,537

CSFA #	Program Name	State	Federal	Other	Total
420-00-1769	Installation and/or Replacement of Utilities	$ 629,876	—	—	629,876
494-10-0343	State and Community Highway Safety/ National Priority Safety Program	60,635	—	—	60,635
	Other Grant Programs and Activities	—	2,242,539	51,020	2,293,559
	All Other Costs Not Allocated	—	—	75,550,767	75,550,767
		690,511	2,242,539	75,601,787	78,534,837

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENTAL AUDITING STANDARDS*

September 26, 2023

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Northbrook, Illinois, as of and for the year ended April 30, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated September 26, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. According, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

SUPPLEMENTAL SCHEDULES

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
Taxable General Obligation Refunding Bonds of 2012B
April 30, 2023

Date of Issue	December 4, 2012
Date of Maturity	December 1, 2027
Authorized Issue	$7,770,000
Denomination of Bonds	$5,000
Interest Rates	1.75% to 2.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 125,000	12,900	137,900
2025	125,000	10,400	135,400
2026	130,000	7,900	137,900
2027	130,000	5,300	135,300
2028	135,001	2,700	137,701
	645,001	39,200	684,201

358,621	Debt Service Fund
286,380	Stormwater Utility Fund
645,001	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2013A
April 30, 2023

Date of Issue	July 23, 2013
Date of Maturity	December 1, 2036
Authorized Issue	$9,355,000
Denomination of Bonds	$5,000
Interest Rates	3.00% to 4.50%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 375,000	271,656	646,656
2025	385,000	260,406	645,406
2026	400,000	248,375	648,375
2027	410,000	234,875	644,875
2028	425,000	220,526	645,526
2029	445,000	203,525	648,525
2030	460,000	185,725	645,725
2031	480,000	167,325	647,325
2032	500,000	148,125	648,125
2033	520,000	126,250	646,250
2034	540,000	103,500	643,500
2035	565,000	79,875	644,875
2036	590,000	54,450	644,450
2037	620,000	27,900	647,900
	6,715,000	2,332,513	9,047,513

3,813,625	Infrastructure Fund
868,642	Debt Service Fund
906,636	Water Fund
431,731	Sanitary Sewer Fund
694,366	Stormwater Utility Fund
6,715,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2014A
April 30, 2023

Date of Issue	October 14, 2014
Date of Maturity	December 1, 2028
Authorized Issue	$25,315,000
Denomination of Bonds	$5,000
Interest Rates	3.00% to 5.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 2,155,000	546,050	2,701,050
2025	2,265,000	438,300	2,703,300
2026	2,390,000	325,050	2,715,050
2027	2,485,000	229,450	2,714,450
2028	2,595,000	130,050	2,725,050
2029	1,740,000	52,200	1,792,200
	13,630,000	1,721,100	15,351,100

9,541,000	Debt Service Fund
2,453,400	Water Fund
1,090,400	Sanitary Sewer Fund
545,200	Stormwater Utility Fund
13,630,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Refunding Bonds of 2015A
April 30, 2023

Date of Issue	January 13, 2015
Date of Maturity	December 1, 2034
Authorized Issue	$15,395,000
Denomination of Bonds	$5,000
Interest Rates	0.45% to 3.90%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 365,000	475,420	840,420
2025	1,035,000	466,113	1,501,113
2026	1,070,000	438,168	1,508,168
2027	1,105,000	407,673	1,512,673
2028	1,145,000	374,523	1,519,523
2029	1,185,000	338,455	1,523,455
2030	1,230,000	299,350	1,529,350
2031	1,280,000	256,915	1,536,915
2032	1,330,000	210,835	1,540,835
2033	1,390,000	160,960	1,550,960
2034	1,350,000	107,445	1,457,445
2035	1,405,000	54,795	1,459,795
	13,890,000	3,590,652	17,480,652
	13,890,000	Debt Service Fund	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2015B
April 30, 2023

Date of Issue	November 10, 2015
Date of Maturity	December 1, 2035
Authorized Issue	$13,470,000
Denomination of Bonds	$5,000
Interest Rates	3.00% to 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 800,000	435,225	1,235,225
2025	825,000	403,225	1,228,225
2026	855,000	370,225	1,225,225
2027	880,000	336,025	1,216,025
2028	910,000	300,825	1,210,825
2029	940,000	273,525	1,213,525
2030	970,000	245,325	1,215,325
2031	1,000,000	216,225	1,216,225
2032	1,035,000	184,975	1,219,975
2033	1,065,000	151,337	1,216,337
2034	1,100,000	116,725	1,216,725
2035	1,140,000	79,600	1,219,600
2036	1,175,000	41,125	1,216,125
	12,695,000	3,154,362	15,849,362

3,034,105	Debt Service Fund
5,953,955	Water Fund
850,565	Sanitary Sewer Fund
2,856,375	Stormwater Utility Fund
12,695,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2016A
April 30, 2023

Date of Issue	April 27, 2016
Date of Maturity	December 1, 2036
Authorized Issue	$20,350,000
Denomination of Bonds	$5,000
Interest Rates	2.00% to 3.50%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 1,460,000	463,863	1,923,863
2025	770,000	420,062	1,190,062
2026	785,000	396,963	1,181,963
2027	825,000	373,412	1,198,412
2028	850,000	348,663	1,198,663
2029	970,000	323,162	1,293,162
2030	1,000,000	294,063	1,294,063
2031	1,065,000	264,062	1,329,062
2032	1,100,000	232,113	1,332,113
2033	1,135,000	199,112	1,334,112
2034	1,165,000	165,062	1,330,062
2035	1,200,000	127,200	1,327,200
2036	1,235,000	88,200	1,323,200
2037	1,285,000	44,975	1,329,975
	14,845,000	3,740,912	18,585,912

4,758,400	Debt Service Fund
915,341	Water Fund
142,152	Sanitary Sewer Fund
9,029,107	Stormwater Utility Fund
14,845,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2018A
April 30, 2023

Date of Issue	February 13, 2018
Date of Maturity	December 1, 2037
Authorized Issue	$17,655,000
Denomination of Bonds	$5,000
Interest Rates	3.00% to 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 755,000	498,325	1,253,325
2025	785,000	468,125	1,253,125
2026	820,000	436,725	1,256,725
2027	850,000	403,925	1,253,925
2028	875,000	378,425	1,253,425
2029	970,000	352,175	1,322,175
2030	1,050,000	323,075	1,373,075
2031	1,080,000	291,575	1,371,575
2032	1,115,000	259,175	1,374,175
2033	1,150,000	225,725	1,375,725
2034	1,175,000	191,225	1,366,225
2035	1,215,000	155,975	1,370,975
2036	1,255,000	119,525	1,374,525
2037	1,290,000	81,875	1,371,875
2038	1,330,000	41,563	1,371,563
	15,715,000	4,227,413	19,942,413

5,500,250	Debt Service Fund
6,443,150	Water Fund
785,750	Sanitary Sewer Fund
2,985,850	Stormwater Utility Fund
15,715,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2018B
April 30, 2023

Date of Issue	February 13, 2018
Date of Maturity	December 1, 2037
Authorized Issue	$8,425,000
Denomination of Bonds	$5,000
Interest Rates	2.00% to 3.90%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 410,000	258,277	668,277
2025	425,000	246,797	671,797
2026	435,000	234,473	669,473
2027	450,000	221,423	671,423
2028	460,000	207,697	667,697
2029	475,000	193,438	668,438
2030	490,000	178,475	668,475
2031	510,000	162,795	672,795
2032	525,000	146,220	671,220
2033	540,000	128,895	668,895
2034	560,000	110,805	670,805
2035	580,000	91,205	671,205
2036	600,000	70,905	670,905
2037	620,000	48,405	668,405
2038	645,000	25,155	670,155
	7,725,000	2,324,965	10,049,965
	7,725,000	Debt Service Fund	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2019
April 30, 2023

Date of Issue	November 6, 2019
Date of Maturity	December 1, 2038
Authorized Issue	$9,430,000
Denomination of Bonds	$5,000
Interest Rates	3.00% - 5.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 585,000	291,400	876,400
2025	540,000	262,150	802,150
2026	565,000	235,150	800,150
2027	600,000	206,900	806,900
2028	625,000	176,900	801,900
2029	660,000	145,650	805,650
2030	680,000	125,850	805,850
2031	440,000	105,450	545,450
2032	450,000	92,250	542,250
2033	470,000	78,750	548,750
2034	480,000	64,650	544,650
2035	495,000	50,250	545,250
2036	280,000	35,400	315,400
2037	290,000	27,000	317,000
2038	300,000	18,300	318,300
2039	310,000	9,300	319,300
	7,770,000	1,925,350	9,695,350

2,825,000	Debt Service Fund
3,020,000	Water Fund
125,000	Sanitary Sewer Fund
1,800,000	Stormwater Utility Fund
7,770,000	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Refunding Bonds of 2020
April 30, 2023

Date of Issue	November 5, 2020
Date of Maturity	December 1, 2032
Authorized Issue	$2,025,000
Denomination of Bonds	$5,000
Interest Rate	1.35%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Northbrook Bank and Trust

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 158,000	11,576	169,576
2025	161,000	10,510	171,510
2026	163,000	9,423	172,423
2027	166,000	8,323	174,323
2028	173,000	7,202	180,202
2029	174,000	6,035	180,035
2030	175,000	4,860	179,860
2031	176,000	3,679	179,679
2032	182,000	2,490	184,490
2033	187,000	1,262	188,262
	1,715,000	65,360	1,780,360
	1,715,000	Debt Service Fund	

VILLAGE OF NORTHBROOK, ILLINOIS

Long-Term Debt Requirements
General Obligation Bonds of 2021
April 30, 2023

Date of Issue	September 14, 2021
Date of Maturity	December 1, 2040
Authorized Issue	$10,270,000
Denomination of Bonds	$5,000
Interest Rate	2.00% - 5.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	$ 430,000	293,800	723,800
2025	170,000	272,300	442,300
2026	180,000	263,800	443,800
2027	190,000	254,800	444,800
2028	195,000	245,300	440,300
2029	555,000	235,550	790,550
2030	580,000	207,800	787,800
2031	610,000	178,800	788,800
2032	640,000	148,300	788,300
2033	650,000	135,500	785,500
2034	670,000	122,500	792,500
2035	685,000	109,100	794,100
2036	695,000	95,400	790,400
2037	710,000	81,500	791,500
2038	725,000	67,300	792,300
2039	735,000	52,800	787,800
2040	750,000	38,100	788,100
2041	770,000	23,100	793,100
	9,940,000	2,825,750	12,765,750

5,765,000	Debt Service Fund
2,585,000	Water Fund
300,000	Sanitary Sewer Fund
1,290,000	Senior Housing Fund
9,940,000	

STATISTICAL SECTION
(Unaudited)

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF NORTHBROOK, ILLINOIS

Net Position by Component - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*
April 30, 2023 (Unaudited)

	2014	2015	2016
Governmental Activities			
Net Investment in Capital Assets	$ 54,811,717	53,968,132	51,908,848
Restricted	6,465,042	7,122,879	735,777
Unrestricted (Deficit)	20,410,579	23,727,436	(51,798,127)
Total Governmental Activities Net Position	81,687,338	84,818,447	846,498
Business-Type Activities			
Net Investment in Capital Assets	36,875,367	36,238,159	32,904,654
Unrestricted	8,717,492	8,639,556	13,303,516
Total Business-Type Activities Net Position	45,592,859	44,877,715	46,208,170
Primary Government			
Net Investment in Capital Assets	91,687,084	90,206,291	84,813,502
Restricted	6,465,042	7,122,879	735,777
Unrestricted (Deficit)	29,128,071	32,366,992	(38,494,611)
Total Primary Government Net Position	127,280,197	129,696,162	47,054,668

* Accrual Basis of Accounting

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
52,296,658	49,228,665	48,427,345	49,423,846	51,763,769	52,965,456	52,972,264
910,914	1,661,902	2,331,081	3,457,358	3,578,241	3,725,623	2,974,152
(65,705,520)	(72,615,522)	(84,376,806)	(92,581,904)	(92,668,742)	(78,316,904)	(71,730,386)
(12,497,948)	(21,724,955)	(33,618,380)	(39,700,700)	(37,326,732)	(21,625,825)	(15,783,970)
32,805,023	30,850,258	30,313,161	29,463,391	29,317,365	28,945,331	32,051,482
12,440,146	13,038,918	12,546,957	12,415,763	12,185,621	13,368,250	9,358,723
45,245,169	43,889,176	42,860,118	41,879,154	41,502,986	42,313,581	41,410,205
85,101,681	80,078,923	78,740,506	78,887,237	81,081,134	81,910,787	85,023,746
910,914	1,661,902	2,331,081	3,457,358	3,578,241	3,725,623	2,974,152
(53,265,374)	(59,576,604)	(71,829,849)	(80,166,141)	(80,483,121)	(64,948,654)	(62,371,663)
32,747,221	22,164,221	9,241,738	2,178,454	4,176,254	20,687,756	25,626,235

VILLAGE OF NORTHBROOK, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years*
April 30, 2023 (Unaudited)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental Activities										
General Government	$ 4,157,836	5,079,347	7,344,065	10,932,097	6,387,947	5,942,301	6,265,531	7,131,441	2,224,190	6,595,373
Public Safety	27,911,733	29,843,204	39,448,782	38,637,952	40,077,276	42,831,331	43,018,281	33,776,874	36,286,376	42,590,015
Highways and Streets	10,002,273	9,452,061	9,807,659	11,025,303	12,462,791	10,793,499	10,438,201	10,396,351	10,134,848	12,356,841
Interest on Long-Term Debt	2,133,562	1,564,952	2,047,508	2,453,769	2,321,650	2,568,578	2,418,422	2,465,715	2,311,580	2,136,299
Total Governmental Activities Expenses	44,205,404	45,939,564	58,648,014	63,049,121	61,249,664	62,135,709	62,140,435	53,770,381	50,956,994	63,678,528
Business-Type Activities										
Water	7,533,497	7,296,563	7,626,212	7,895,063	7,927,864	8,166,761	7,763,117	8,229,062	8,357,942	9,338,819
Sanitary Sewer	1,762,580	1,535,487	1,964,504	1,894,162	1,892,142	1,705,456	1,958,603	1,929,644	2,000,422	2,080,248
Senior Housing	927,308	883,213	911,890	813,997	841,260	789,383	783,641	851,692	854,387	989,090
Stormwater Utility	1,697,785	1,713,381	2,439,184	2,137,821	2,489,484	2,370,065	2,424,426	2,418,888	2,344,544	2,310,443
Parking	196,073	222,881	216,759	219,643	234,534	228,788	213,158	237,946	146,010	137,709
Total Business-Type Activities Expenses	12,117,243	11,651,525	13,158,549	12,960,686	13,385,284	13,260,453	13,142,945	13,667,232	13,703,305	14,856,309
Total Primary Government Expenses	56,322,647	57,591,089	71,806,563	76,009,807	74,634,948	75,396,162	75,283,380	67,437,613	64,660,299	78,534,837
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	4,628,283	5,145,950	4,919,408	4,161,477	4,629,242	3,742,538	3,495,563	3,584,363	3,954,735	4,128,771
Public Safety	4,347,869	4,236,142	4,213,875	4,414,152	4,355,075	5,389,734	5,230,586	4,695,892	5,634,654	6,229,326
Operating Grants/Contributions	1,066,289	1,111,844	849,252	884,302	870,837	977,571	1,545,847	2,850,131	2,379,186	1,914,316
Total Governmental Activities Program Revenues	10,042,441	10,493,936	9,982,535	9,459,931	9,855,154	10,109,843	10,271,996	11,130,386	11,968,575	12,272,413
Business-Type Activities										
Charges for Services										
Water	6,572,146	7,059,498	7,139,477	7,130,783	7,652,106	8,685,487	8,100,203	9,101,235	9,548,443	9,008,541
Sanitary Sewer	1,138,167	1,302,248	1,213,451	1,224,701	1,289,902	1,435,920	1,324,162	1,549,032	1,612,186	1,509,931
Senior Housing	833,622	835,097	842,163	846,534	847,203	866,114	886,933	849,870	835,072	895,367
Stormwater Utility	1,474,031	1,313,492	1,383,078	1,389,220	1,475,491	1,358,291	1,276,535	1,479,977	1,509,577	1,378,452
Parking	163,556	166,236	165,211	485,193	175,161	186,363	161,768	12,203	34,433	74,841
Operating Grants/Contributions	87,293	31,210	77,995	83,637	10,476	128,537	158,916	190,042	84,756	119,673
Capital Grants/Contributions	—	300,750	—	—	—	—	—	17,509	398,163	629,876
Total Business-Type Activities Program Revenues	10,268,815	11,008,531	10,821,375	11,160,068	11,450,339	12,660,712	11,908,517	13,199,868	14,022,630	13,616,681
Total Primary Government Program Revenues	20,311,256	21,502,467	20,803,910	20,619,999	21,305,493	22,770,555	22,180,513	24,330,254	25,991,205	25,889,094

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense) Revenue										
Governmental Activities	$ (34,162,963)	(35,445,628)	(48,665,479)	(53,589,190)	(51,394,510)	(52,025,866)	(51,868,439)	(42,639,995)	(38,988,419)	(51,406,115)
Business-Type Activities	(1,848,428)	(642,994)	(2,337,174)	(1,800,618)	(1,934,945)	(599,741)	(1,234,428)	(467,364)	319,325	(1,239,628)
Total Primary Government Net Revenue (Expense)	(36,011,391)	(36,088,622)	(51,002,653)	(55,389,808)	(53,329,455)	(52,625,607)	(53,102,867)	(43,107,359)	(38,669,094)	(52,645,743)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property Taxes	12,728,095	13,224,376	13,434,887	14,802,772	17,620,255	19,771,153	21,093,599	22,803,944	23,902,215	23,521,343
Utility Taxes	1,182,658	1,144,255	995,457	1,012,559	968,873	1,011,487	941,529	956,106	1,118,645	1,179,879
Other Taxes	5,641,961	5,362,980	5,432,869	4,964,752	4,399,701	4,387,791	4,341,994	3,238,126	3,398,940	3,481,703
Intergovernmental - Unrestricted										
Sales Taxes	14,184,846	14,530,151	14,665,574	15,380,154	14,883,566	15,312,715	14,986,207	12,671,607	17,626,963	17,669,155
State Income Taxes	3,162,141	3,401,924	3,362,196	3,141,181	2,998,512	3,429,472	3,262,554	4,308,831	5,299,126	5,489,231
Replacement Taxes	—	—	—	—	—	—	—	465,303	1,080,451	1,422,208
ARPA Funds	—	—	—	—	—	—	—	—	2,242,539	2,242,539
Investment Income	744,529	777,991	123,245	253,606	507,428	790,341	775,778	197,196	64,025	1,820,715
Miscellaneous	220,641	37,420	109,125	689,720	789,168	575,823	384,458	372,850	346,422	421,197
Transfers	(495,187)	97,640	(3,000,000)	—	—	—	—	—	(390,000)	—
Total Governmental Activities	37,369,684	38,576,737	35,123,353	40,244,744	42,167,503	45,278,782	45,786,119	45,013,963	54,689,326	57,247,970
Business-Type Activities										
Investment Income	14,307	16,883	21,049	90,600	174,656	402,637	253,464	91,196	42,959	336,252
Miscellaneous	741,830	8,607	873,832	747,017	404,296	—	—	—	58,311	—
Transfers	490,517	(97,640)	3,000,000	—	—	—	—	—	390,000	—
Total Business-Type Activities	1,246,654	(72,150)	3,894,881	837,617	578,952	402,637	253,464	91,196	491,270	336,252
Total Primary Government	38,616,338	38,504,587	39,018,234	41,082,361	42,746,455	45,681,419	46,039,583	45,105,159	55,180,596	57,584,222
Changes in Net Position										
Governmental Activities	3,206,721	3,131,109	(13,542,126)	(13,344,446)	(9,227,007)	(6,747,084)	(6,082,320)	2,373,968	15,700,907	5,841,855
Business-Type Activities	(601,774)	(715,144)	1,557,707	(963,001)	(1,355,993)	(197,104)	(980,964)	(376,168)	810,595	(903,376)
Total Primary Government	2,604,947	2,415,965	(11,984,419)	(14,307,447)	(10,583,000)	(6,944,188)	(7,063,284)	1,997,800	16,511,502	4,938,479

* Accrual Basis of Accounting

Data Source: Village Records

VILLAGE OF NORTHBROOK, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years*
April 30, 2023 (Unaudited)

	2014	2015	2016
General Fund			
Nonspendable	$ 42,446	—	—
Restricted	1,062,020	1,668,232	3,843,709
Unassigned	19,682,377	22,060,520	21,249,511
Total General Fund	20,786,843	23,728,752	25,093,220
All Other Governmental Funds			
Restricted	2,792,504	1,854,693	5,145,971
Committed	87,023	87,048	87,121
Assigned	5,826,348	5,644,859	7,515,496
Unassigned	(1,221,866)	(1,205,459)	—
Total All Other Governmental Funds	7,484,009	6,381,141	12,748,588
Total Governmental Funds	28,270,852	30,109,893	37,841,808

* Modified Accrual Basis of Accounting

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
26,661	119,736	53,620	—	—	—	—
1,359,625	11,517,298	1,713,200	3,635,017	2,426,585	2,894,900	1,850,086
22,123,177	21,242,468	22,259,986	21,615,124	19,082,567	22,967,945	29,926,229
23,509,463	32,879,502	24,026,806	25,250,141	21,509,152	25,862,845	31,776,315
4,734,403	4,932,510	3,188,478	3,179,120	2,874,886	6,677,964	5,921,955
88,163	90,751	96,036	100,706	101,295	101,541	110,479
6,345,426	6,370,030	6,544,820	6,570,836	6,801,223	12,484,697	13,233,527
—	—	—	—	—	—	(7,549)
11,167,992	11,393,291	9,829,334	9,850,662	9,777,404	19,264,202	19,258,412
34,677,455	44,272,793	33,856,140	35,100,803	31,286,556	45,127,047	51,034,727

VILLAGE OF NORTHBROOK, ILLINOIS

Changes in Fund Balances for Governmental Funds - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

	2014	2015	2016*
Revenues			
Taxes	$ 36,899,701	37,663,686	21,290,720
Intergovernmental	1,066,289	1,111,844	17,449,515
Licenses and Permits	4,889,027	5,920,259	6,057,697
Charges for Services	6,182,875	5,754,747	5,543,956
Fines and Forfeitures	341,735	242,091	168,080
Investment Income	740,276	772,588	114,671
Miscellaneous	220,641	37,420	109,125
Total Revenues	50,340,544	51,502,635	50,733,764
Expenditures			
General Government	6,681,223	7,353,556	7,979,601
Public Safety	28,350,834	29,781,583	29,224,364
Highways and Streets	11,682,823	10,813,292	9,027,487
Debt Service			
Principal	2,453,025	2,547,591	3,285,430
Interest and Fiscal Charges	2,020,112	2,170,456	1,912,766
Total Expenditures	51,188,017	52,666,478	51,429,648
Excess of Revenues Over (Under) Expenditures	(847,473)	(1,163,843)	(695,884)
Other Financing Sources (Uses)			
Proceeds from Bonds	6,523,099	33,115,500	9,739,330
Payment to Escrow Agent	—	(32,971,504)	—
Transfer In	3,289,840	2,149,653	2,818,830
Transfer Out	(3,780,357)	(2,052,013)	(5,818,830)
Premium on Debt Issuance	—	—	—
Discount on Debt Issuance	—	2,761,248	483,009
	6,032,582	3,002,884	7,222,339
Net Change in Fund Balances	5,185,109	1,839,041	6,526,455
Debt Service as a Percentage of Noncapital Expenditures	9.49%	9.66%	10.48%

Data Source: Village Records

* In 2016, sales and income taxes were reclassified from the "Taxes" category to the "Intergovernmental" category.

2017	2018	2019	2020	2021	2022	2023
22,325,553	24,393,756	25,737,867	27,267,342	26,756,433	28,945,745	28,590,142
17,860,167	17,347,988	19,152,322	18,904,388	20,537,615	28,102,320	28,330,232
5,265,165	5,976,991	5,587,902	5,519,845	5,038,039	5,588,416	6,360,720
5,783,009	5,434,918	5,798,302	5,507,335	5,775,355	6,438,258	6,509,543
134,095	170,098	270,908	286,254	74,621	247,340	266,424
249,815	487,625	760,552	746,762	194,766	58,543	1,799,515
689,720	789,168	575,823	384,458	372,850	346,422	421,197
52,307,524	54,600,544	57,883,676	58,616,384	58,749,679	69,727,044	72,277,773
12,695,935	8,001,934	15,701,069	8,432,566	9,461,330	8,384,291	9,150,788
31,229,816	33,582,859	35,589,332	35,422,678	35,189,945	36,452,670	39,623,347
10,969,145	12,039,858	10,029,492	9,381,134	9,747,727	9,036,714	10,119,708
3,289,383	3,535,239	4,444,442	4,560,359	5,653,597	5,765,899	5,152,385
2,187,598	2,417,293	2,535,994	2,501,855	2,501,395	2,336,443	2,323,865
60,371,877	59,577,183	68,300,329	60,298,592	62,553,994	61,976,017	66,370,093
(8,064,353)	(4,976,639)	(10,416,653)	(1,682,208)	(3,804,315)	7,751,027	5,907,680
4,900,000	14,604,250	—	3,275,000	2,025,000	5,965,000	—
—	—	—	(690,896)	(2,034,932)	—	—
2,731,372	3,781,692	2,870,547	2,614,958	2,329,792	7,463,188	2,172,564
(2,731,372)	(3,781,692)	(2,870,547)	(2,614,958)	(2,329,792)	(7,853,188)	(2,172,564)
—	(32,273)	—	342,767	—	514,464	—
—	—	—	—	—	—	—
4,900,000	14,571,977	—	2,926,871	(9,932)	6,089,464	—
(3,164,353)	9,595,338	(10,416,653)	1,244,663	(3,814,247)	13,840,491	5,907,680
9.77%	10.52%	12.19%	12.32%	13.70%	13.59%	11.53%

VILLAGE OF NORTHBROOK, ILLINOIS

Schedule of Police and Firefighters' Pension Funds Investment Returns and Pension Expenses by Type - Last Two Fiscal Years
April 30, 2023 (Unaudited)

	Police Pension Fund		Firefighters' Pension Fund	
	4/30/2022	4/30/2023	4/30/2022	4/30/2023
Investment Rate of Return	(1.67%)	5.22%	(3.19%)	6.20%
Pension Expenses by Type				
Retirement Pensions	$ 4,800,235	4,820,953	4,205,859	4,673,532
Disability Pensions	166,614	176,747	889,402	903,760
Survivor's Pensions	713,348	971,428	400,642	404,624
Contribution Refunds	—	61,847	9,795	—
Totals	5,680,197	6,030,975	5,505,698	5,981,916
Increase (Decrease) in Total Pension Expenses	$ 461,404	350,778	222,526	476,218
% Increase (Decrease) in Total Pension Expenses	8.84%	6.18%	9.72%	8.65%

Data Source: Village Records

VILLAGE OF NORTHBROOK, ILLINOIS

Taxable Sales by Category - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Taxable Sales by Category - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

	2014	2015	2016
General Merchandise	$ 127,825,137	81,580,151	60,508,854
Food	137,959,342	126,490,686	138,521,900
Drinking and Eating Places	89,199,356	93,794,294	101,769,299
Apparel	101,275,237	92,148,952	90,977,220
Furniture and H.H. and Radio	87,668,232	94,625,854	96,876,544
Lumber, Building, Hardware	33,880,995	36,949,690	37,371,799
Automobile and Filling Stations	131,092,322	139,160,036	121,347,791
Drugs and Misc. Retail	100,928,405	192,252,070	175,597,124
Agriculture and All Others	97,851,920	71,462,289	109,429,626
Manufacturers	12,206,576	14,630,868	14,563,052
Totals	919,887,522	943,094,890	946,963,209
Total Number of Taxpayers	1,197	1,171	1,001
Village Direct Rate	1.75%	1.75%	1.75%

Data Source: Village and State Records

2017	2018	2019	2020	2021	2022	2023
47,427,079	45,644,277	40,854,348	35,094,133	20,449,949	20,193,347	17,426,070
137,082,802	143,073,321	136,429,616	138,954,641	142,276,279	145,645,881	144,553,170
107,078,241	111,299,659	111,973,788	101,212,110	65,197,165	93,401,324	109,808,305
87,173,163	84,855,041	81,797,768	71,461,829	37,543,475	65,108,035	61,313,774
93,982,758	98,395,377	99,294,611	92,410,225	70,434,934	94,082,159	82,001,331
37,099,085	37,134,401	36,923,862	36,522,579	42,916,396	43,895,041	42,158,951
107,242,052	107,873,146	122,093,209	117,089,550	98,378,396	141,707,705	155,625,379
187,354,622	188,358,246	181,316,221	185,791,179	163,592,978	283,126,083	276,019,618
161,694,997	129,175,615	98,520,199	94,017,357	102,123,347	113,391,338	121,249,324
12,092,821	8,562,022	8,111,096	7,013,671	6,186,797	5,948,345	5,679,120
978,227,620	954,371,105	917,314,718	879,567,274	749,099,716	1,006,499,258	1,015,835,042
986	996	954	958	873	2,843	2,843
1.75%	1.75%	2.00%	2.00%	2.00%	2.00%	2.00%

VILLAGE OF NORTHBROOK, ILLINOIS

Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Fiscal Year	State Rate	RTA Rate	County Home Rule Rate	Village Home Rule Rate*	Total Sales Tax Rate	% Distributed to Village
2014	6.25%	1.00%	0.75%	0.75%	8.75%	1.75%
2015	6.25%	1.00%	0.75%	0.75%	8.75%	1.75%
2016	6.25%	1.00%	1.75%	0.75%	9.75%	1.75%
2017	6.25%	1.00%	1.75%	0.75%	9.75%	1.75%
2018	6.25%	1.00%	1.75%	0.75%	9.75%	1.75%
2019	6.25%	1.00%	1.75%	1.00%	10.00%	2.00%
2020	6.25%	1.00%	1.75%	1.00%	10.00%	2.00%
2021	6.25%	1.00%	1.75%	1.00%	10.00%	2.00%
2022	6.25%	1.00%	1.75%	1.00%	10.00%	2.00%
2023	6.25%	1.00%	1.75%	1.00%	10.00%	2.00%

Data Source: Village and State Records

VILLAGE OF NORTHBROOK, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years
April 30, 2023 (Unaudited)

See Following Page

VILLAGE OF NORTHBROOK, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years
April 30, 2023 (Unaudited)

Tax Levy Year	Residential Property	Farm	Commercial Property	Industrial Property
2013	$ 1,395,727,711	$ 1,992	$ 483,582,152	$ 265,514,616
2014	1,426,205,616	1,992	578,433,197	178,797,415
2015	1,389,618,675	1,992	492,412,415	193,245,905
2016	1,731,210,975	1,992	540,146,612	211,751,867
2017	1,778,794,337	—	587,929,200	222,683,268
2018	1,739,304,863	—	570,456,101	223,662,278
2019	1,891,846,774	—	704,555,966	270,441,524
2020	1,899,723,609	—	676,032,548	284,216,866
2021	1,762,834,837	—	617,600,619	272,382,975
2022*	N/A	N/A	N/A	N/A

Data Source: Office of the Cook County Clerk

N/A - Information not available as of the date of this report

*2022 tax levy extension not available as of the date of this report

Total	Railroad	Total Assessed Value	Estimated Actual Taxable Value	Total Direct Tax Rate
$ 2,144,826,471	$ 584,690	$ 2,145,411,161	$ 6,434,479,413	0.609
2,183,438,220	609,714	2,184,047,934	6,550,314,660	0.605
2,075,278,987	732,251	2,076,011,238	6,225,836,961	0.676
2,483,111,446	745,075	2,483,856,521	7,449,334,338	0.625
2,589,406,805	760,178	2,590,166,983	7,768,220,415	0.715
2,533,423,242	—	2,533,423,242	7,600,269,726	0.672
2,866,844,264	—	2,866,844,264	8,600,532,792	0.763
2,859,973,023	—	2,859,973,023	8,579,919,069	0.765
2,652,818,431	—	2,652,818,431	7,958,455,293	0.825
N/A	N/A	N/A	N/A	N/A

VILLAGE OF NORTHBROOK, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years
April 30, 2023 (Unaudited)

	2013	2014	2015	2016
Village of Northbrook				
General Corporate rate	0.365	0.358	0.377	0.324
Debt Service Rate	0.112	0.117	0.128	0.129
Police Pension	0.065	0.064	0.087	0.088
Fire Pension	0.066	0.066	0.084	0.083
IMRF	0.000	0.000	0.000	0.000
Total Direct Tax Rate	0.608	0.605	0.676	0.624
Overlapping Rates				
Cook County	0.560	0.568	0.552	0.533
Cook County Forest Preserve District	0.069	0.069	0.069	0.063
Suburban TB Sanitarium	0.000	0.000	0.000	0.000
Cook County Consolidated Election Board	0.031	0.000	0.034	0.000
Northfield Township	0.031	0.032	0.028	0.024
Northfield Road and Bridge	0.053	0.054	0.057	0.049
Northfield General Assistance	0.008	0.007	0.007	0.006
Metropolitan Water Reclamation District	0.417	0.430	0.426	0.406
North Shore Mosquito Abatement District	0.007	0.011	0.012	0.010
High School District #225	2.341	2.367	2.493	2.106
Community College District #535	0.256	0.258	0.271	0.231
Northbrook Park District	0.536	0.537	0.569	0.423
School District #28	2.962	3.009	3.299	2.848
School District #30	3.381	3.272	3.394	2.866
Northwest Mosquito Abatement District	0.013	0.013	0.011	0.010
Glenbrook Sanitary District	0.037	0.037	0.052	0.046
High School District #203	2.111	2.268	2.380	1.974
School District #29	3.077	3.068	3.197	2.762
School District #27	3.412	3.443	3.569	3.031
Mission Brook Sanitary District	0.215	0.215	0.221	0.175
School District #31	2.946	2.911	3.107	2.699
Wheeling Township	0.056	0.052	0.055	0.041
Wheeling Road and Bridge	0.019	0.019	0.020	0.014
Wheeling General Assistance	0.010	0.010	0.010	0.008
High School District #214	2.768	2.776	2.881	2.527
Community College District #512	0.444	0.451	0.466	0.416
Consolidated School District #21	4.841	5.430	5.642	4.966
Northbrook Public Library	0.359	0.357	0.385	0.329
Northfield Park District	0.254	0.254	0.264	0.229
Total Overlapping Tax Rate	31.214	31.918	33.471	28.792
Total Direct and Overlapping Tax Rate	31.822	32.523	34.147	29.416

Data Source: Office of the County Clerk

*2022 tax levy extension not available as of the date of this report

2017	2018	2019	2020	2021	2022*
0.265	0.171	0.247	0.275	0.284	N/A
0.157	0.164	0.172	0.172	0.158	N/A
0.116	0.144	0.145	0.129	0.161	N/A
0.131	0.146	0.157	0.139	0.170	N/A
0.046	0.047	0.043	0.050	0.052	N/A
0.715	0.672	0.764	0.765	0.825	N/A
0.496	0.489	0.454	0.453	0.446	N/A
0.062	0.060	0.060	0.058	0.058	N/A
0.000	0.000	0.000	0.000	0.019	N/A
0.031	0.000	0.030	0.000	0.025	N/A
0.023	0.024	0.021	0.022	0.008	N/A
0.049	0.052	0.047	0.049	0.055	N/A
0.006	0.007	0.007	0.007	0.382	N/A
0.402	0.396	0.389	0.378	0.009	N/A
0.010	0.010	0.009	0.009	2.310	N/A
2.102	2.216	2.006	2.084	0.252	N/A
0.232	0.246	0.221	0.227	0.458	N/A
0.419	0.456	0.416	0.427	3.129	N/A
2.824	2.970	2.681	2.805	3.458	N/A
3.193	3.310	2.987	3.187	0.011	N/A
0.010	0.011	0.010	0.010	0.054	N/A
0.046	0.047	0.046	0.049	2.322	N/A
1.993	2.111	2.028	2.085	3.038	N/A
2.727	2.906	2.718	2.751	3.238	N/A
3.031	3.204	2.861	2.946	0.195	N/A
0.177	0.181	0.169	0.173	3.174	N/A
2.700	2.842	2.577	2.672	0.041	N/A
0.043	0.043	0.038	0.037	0.008	N/A
0.015	0.016	0.014	0.013	0.015	N/A
0.009	0.009	0.008	0.008	2.664	N/A
2.563	2.669	2.356	2.382	0.457	N/A
0.425	0.443	0.403	0.409	5.205	N/A
5.022	5.276	4.691	4.683	0.344	N/A
0.329	0.347	0.314	0.311	0.257	N/A
0.232	0.246	0.230	0.235	0.014	N/A
29.171	30.587	27.791	28.470	31.646	N/A
29.886	31.259	28.555	29.235	32.471	N/A

VILLAGE OF NORTHBROOK, ILLINOIS

Principal Property Tax Payers - Prior Fiscal Year and Ten Fiscal Years Ago
April 30, 2023 (Unaudited)

	2022			2013		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
Jones Lang LaSalle	$ 61,096,904	1	2.30%	$ 62,336,039	2	2.16%
Brookfield Prop Retail	51,888,143	2	1.96%			
Willow Festival Regency	33,357,337	3	1.26%			
Underwriters Laboratory Inc.	29,052,389	4	1.10%	27,186,272	3	0.94%
TGM Northshore LLC	20,439,349	5	0.77%			
Finger-EPCO Northbrook, LLC	19,616,879	6	0.74%			
M IV Skokie Property	16,742,371	7	0.63%			
Menard, Inc.	16,696,203	8	0.63%			
Euromarket Designs	16,533,518	9	0.62%			
America	16,517,859	10	0.62%	17,219,160	7	0.60%
Westcoast Estates				115,769,112	1	4.01%
HP Willow, LLC				24,958,301	4	0.87%
Village Square of Northbrook				17,590,705	5	0.61%
Korman Lederer				17,380,078	6	0.60%
400 Skokie Blvd, LLC				15,385,525	8	0.53%
Walgreen Co				12,592,356	9	0.44%
Macy's Tax Department				11,725,867	10	0.41%
Totals	281,940,952		10.63%	322,143,415		11.17%

Data Source: Office of the County Clerk

VILLAGE OF NORTHBROOK, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2014	2013	$ 13,065,554	$ 13,065,132	100.00%	$ —	$ 13,065,132	100.00%
2015	2014	13,213,490	12,869,537	97.40%	—	12,869,537	97.40%
2016	2015	14,033,836	13,393,634	95.44%	—	13,393,634	95.44%
2017	2016	15,526,527	15,409,633	99.25%	—	15,409,633	99.25%
2018	2017	18,512,965	18,512,965	100.00%	—	18,512,965	100.00%
2019	2018	19,555,239	19,067,172	97.50%	—	19,067,172	97.50%
2020	2019	21,882,760	21,241,263	97.07%	—	21,241,263	97.07%
2021	2020	21,865,793	21,738,065	99.42%	—	21,738,065	99.42%
2022	2021	22,559,281	22,351,866	99.08%	—	22,351,866	99.08%
2023	2022	22,450,998	10,976,568	48.89%	—	10,976,568	48.89%

Note: Special Service Areas #1 through #5 have been excluded from this table.

Data Source: Office of the County Clerk

VILLAGE OF NORTHBROOK, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Fiscal Year	Governmental Activities: Net General Obligation Bonds	Governmental Activities: TIF Note Payable	Business-Type Activities: Net Water, Sewer and Sanitary Sewer Revenue Bonds	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
2014	$ 59,590,529	$ —	$ 14,706,578	$ 74,297,107	1.99%	$ 2,239.89
2015	61,229,005	—	18,063,695	79,292,700	2.12%	2,390.49
2016	67,897,030	—	41,449,413	109,346,443	2.92%	3,296.55
2017	64,404,601	4,900,000	40,114,448	109,419,049	2.92%	3,298.74
2018	75,404,266	4,766,301	49,636,870	129,807,437	3.47%	3,913.40
2019	71,248,316	4,274,764	47,490,915	123,013,995	3.29%	3,708.59
2020	69,930,906	3,746,511	50,260,356	123,937,773	2.99%	3,736.44
2021	64,955,042	2,867,083	47,905,041	115,727,166	2.55%	3,285.65
2022	66,249,573	2,033,699	50,270,645	118,553,917	2.61%	3,365.91
2023	61,875,801	1,002,668	46,975,836	109,854,305	2.17%	3,118.91

Data Source: Village's Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

VILLAGE OF NORTHBROOK, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Fiscal Year	General Obligation Bonds	Less: Amounts Available for Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2014	$ 74,297,107	$ —	$ 74,297,107	3.46%	$ 2,239.89
2015	79,292,700	90,427	79,202,273	3.63%	2,390.49
2016	109,346,443	—	109,346,443	5.27%	3,296.55
2017	104,519,049	7,730	104,511,319	4.21%	3,151.01
2018	125,041,136	—	125,041,136	4.83%	3,769.71
2019	118,739,231	—	118,739,231	4.69%	3,579.72
2020	120,191,262	—	120,191,262	4.19%	3,623.49
2021	112,860,083	—	112,860,083	3.95%	3,204.25
2022	116,520,218	—	116,520,218	4.39%	3,308.17
2023	108,851,637	—	108,851,637	N/A	3,090.44

Data Source: Village's Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

(1) See the Ratios of Outstanding Debt by Type Schedule for Equalized Assessed Value data (Actual Taxable Value of Property).

(2) See the Demographic and Economic Statistics Schedule for the Per Capita Income data.

N/A - Not Available

VILLAGE OF NORTHBROOK, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt
April 30, 2023 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Village Direct Debt	$ 62,878,469	100.00%	$ 62,878,469
Overlapping Debt			
Cook County	2,567,831,750	1.51%	38,774,259
Forest Preserve District	98,005,000	1.51%	1,479,876
Metropolitan Water Reclamation District	2,629,129,988	1.54%	40,488,602
Northbrook Park District	15,490,000	93.16%	14,430,484
School District 21	81,005,000	1.33%	1,077,367
School District 29	4,350,000	14.06%	611,610
School District 30	39,760,000	61.46%	24,436,496
School District 31	10,505,000	13.56%	1,424,478
High School District 203	128,885,000	1.29%	1,662,617
High School District 214	22,265,000	0.28%	62,342
High School District 225	45,020,000	41.87%	18,849,874
Community College District 512	235,760,000	0.14%	330,064
Community College District 535	42,855,000	10.77%	4,615,484
Total Overlapping Debt	5,878,006,738		143,628,069
Total Direct and Overlapping Debt	5,940,885,207		206,506,538

Data Source: Cook County Tax Extension Department

* Determined by the ratio of assessed value of property in the Village of Northbrook subject to taxation by the Governmental Unit to the total assessed value of property of the Governmental Unit.

VILLAGE OF NORTHBROOK, ILLINOIS

Schedule of Legal Debt Margin
April 30, 2023 (Unaudited)

The Village is a home rule municipality.

Article VII, Section 6(k) of the 1970 Illinois constitution governs computation of legal debt margin.

> The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by some home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.

To date the General Assembly has set no limits for home rule municipalities.

VILLAGE OF NORTHBROOK, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Fiscal Year	(1) Population	(4) Personal Income (in Thousands)	(1) Per Capita Personal Income	(5) Median Age	(2) School Enrollment	(3) Unemployment Rate
2014	33,170	$ 112,827	$ 57,763	48.0	N/A	5.0
2015	33,170	112,827	57,763	48.0	N/A	3.9
2016	33,170	112,827	57,763	48.0	6,730	4.1
2017	33,170	112,827	57,763	48.0	6,749	4.6
2018	33,170	112,827	57,763	48.0	6,755	4.1
2019	33,170	112,827	57,763	48.0	6,815	4.1
2020	33,170	124,863	57,763	48.0	6,821	4.0
2021	35,222	128,883	72,969	49.7	6,540	7.5
2022	35,222	128,883	72,969	49.7	6,457	3.6
2023	35,222	143,506	78,195	49.0	N/A	3.6

Data source:
(1) U.S. Department of Commerce, Bureau of the Census

(2) Annual School Census by Board of Education & National Center for Education Statistics.

(3) Illinois Department of Employment Security

N/A - Not Available

Principal Employers - Current Fiscal Year and Eight Fiscal Years Ago
April 30, 2023 (Unaudited)

	2023			2015		
Employer	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Walgreens Boots Alliance, Inc.	6,500	1	N/A			
Medline Industries, Inc.	5,000	2	N/A			
Walgreens Co.	2,500	3	N/A	2,500	3	N/A
Baxter Healthcare Corp	2,500	4	N/A	2,450	4	N/A
Alera Group, Inc.	1,900	5	N/A			
Abt Electronics, Inc.	1,650	6	N/A			
Highland Park Hospital	1,200	7	N/A			
Kraft Heinz Foods Company	1,000	8	N/A	3,200	2	N/A
Anixter, Inc.	1,000	9	N/A			
Northshore Glenbrook Hospital	1,000	10	N/A	1,000	9	N/A
Allstate Insurance Company				8,750	1	N/A
Underwriters Laboratories				2,000	5	N/A
CVS/Caremark International				1,400	6	N/A
Astellas Pharma US Inc.				1,150	7	N/A
Northbrook Court				1,000	8	N/A
Northfield Township District 225				849	10	N/A
	24,250		N/A	24,299		N/A

Data Sources: Village Community Development Department Records and U.S. Census Bureau.

N/A - Not Available

Note: The employers listed above are located in the Village of Northbrook and the immediate areas.

Full-Time Employees by Function/Program - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Function/Program	2014	2015	2016
General Government			
Administration	12	9	8
Finance	8	8	7
Information Services	—	4	4
Development and Planning Services	11	12	13
Highways and Streets			
Public Works	36	37	37
Public Safety			
Police	93	93	94
Fire	75	75	75
Water and Sanitary Sewer	26	27	27
Totals	261	265	265

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
8	8	8	8	10	9	8
7	8	8	8	8	7	7
4	5	5	5	6	6	7
13	13	13	13	13	14	14
37	37	37	37	37	35	35
94	94	93	93	93	91	91
77	76	76	74	74	74	76
27	27	27	27	27	27	27
267	268	267	265	268	263	265

VILLAGE OF NORTHBROOK, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Function/Program	2014	2015	2016
Public Works			
Forestry			
Number of Parkway Trees Planted	510	602	831
Number of Parkway Trees Trimmed	3,007	2,050	1,973
Fleet Services			
Number of Vehicles Maintained	N/A	N/A	N/A
Public Safety			
Fire			
Number of Fire Calls	2,736	2,684	2,714
Number of EMS Calls	3,160	3,427	3,350
ISO Rating	2	2	2
Police			
Calls for Service	22,489	23,109	24,740
Traffic Citations Issued	2,902	2,796	2,515
Parking Citations Issued	3,045	2,992	1,309
Community Development			
Number of Building Permits Issued	267	251	324
Number of Building Inspections	7,777	6,687	9,254
Highways and Streets			
Sidewalk Replaced (Sq. Ft.)	41,283	28,510	28,403
Annual Resurfacing Program ($)	2,979,982	2,583,303	696,116
Water and Sewer			
Water Main Breaks	101	66	45
Hydrants Flushed	778	2,700	987
Water Meters Read	12,449	12,398	12,989
Water Meter Service Requests	972	769	752
Total Distribution Pumpage (1,000 Gallons)	1,892,779	1,222,948	1,727,180
Average Daily Pumpage (1,000 Gallons)	5,186	5,731	4,732
Sanitary Sewer Televising (Feet)	37,150	24,049	36,938
Sanitary Sewer Repairs	5	3	13

N/A - Not Available

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
715	517	289	309	411	496	575
2,041	2,035	1,566	1,721	3,499	806	2,079
N/A	N/A	N/A	N/A	N/A	N/A	112
2,780	2,878	2,920	2,803	2,896	3,167	3,008
3,654	3,674	3,718	3,854	3,173	3,999	4,770
1	1	1	1	1	1	1
24,573	24,814	24,792	24,631	17,684	22,399	28,341
2,667	3,004	2,443	2,117	799	1,711	1,389
1,207	1,144	1,520	2,286	1,211	819	1,387
355	305	375	334	499	557	549
13,434	7,938	10,005	14,652	8,504	9,163	8,150
32,554	29,291	33,630	34,000	115,385	97,332	32,537
555,545	794,120	718,229	594,217	505,587	1,012,297	1,076,585
93	110	90	69	173	100	83
1,054	733	589	11	26	724	1,520
12,409	12,416	12,430	12,446	12,475	12,507	15,128
1,869	852	1,130	1,119	1,181	2,297	2,116
1,795,621	1,833,926	1,766,182	1,721,852	1,917,757	1,994,546	1,820,703
4,911	5,024	4,833	4,715	5,254	5,482	4,988
37,472	35,297	34,935	46,873	35,239	45,696	51,513
1	2	4	2	1	—	1

VILLAGE OF NORTHBROOK, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years
April 30, 2023 (Unaudited)

Function/Program	2014	2015	2016
Public Safety			
Police			
Stations	1	1	1
Fire Stations	3	3	3
Highways and Streets			
Public Works			
Streets (Miles)	272.66	272.66	272.66
Streetlights	1,399	1,399	1,399
Water and Sanitary Sewer			
Water Mains (Miles)	183.00	183.00	183.00
Fire Hydrants	2,751	2,751	2,751
Sanitary Sewers (Miles)	124.75	124.75	124.75

Data Source: Village Records

2017	2018	2019	2020	2021	2022	2023
1	1	1	1	1	1	1
3	3	3	3	3	3	3
272.66	272.66	272.66	272.66	272.66	272.66	272.66
1,399	1,399	1,399	1,399	1,399	1,414	1,414
183.00	183.00	205.00	205.00	205.00	205.00	205.00
2,751	2,751	2,751	2,751	2,751	2,829	2,829
124.75	124.75	133.00	133.00	133.00	133.00	133.00

APPENDIX B

DESCRIBING BOOK-ENTRY ONLY ISSUANCE

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds (the "Securities"). The Securities will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

1. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

2. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

3. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

4. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the bond registrar and request that copies of notices be provided directly to them.

5. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

6. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

7. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

8. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Village or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The Village may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

Village of Northbrook
Cook County, Illinois

We hereby certify that we have examined certified copy of the proceedings (the *"Proceedings"*) of the President and Board of Trustees of the Village of Northbrook, Cook County, Illinois (the *"Village"*), passed preliminary to the issue by the Village of its fully registered General Obligation Refunding Bonds, Series 2024 (the *"Bonds"*), to the amount of $_____, dated the date hereof, due serially on December 1 of the years and in the principal amounts as follows:

2027	$	%
2028		%
2029		%
2030		%
2031		%
2032		%
2033		%
2034		%
2035		%
2036		%

the Bonds due on or after December 1, 20__, being subject to redemption prior to maturity at the option of the Village as a whole or in part in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the Village and is payable from any funds of the Village legally available for such purpose, and all taxable property in the Village is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that, subject to the Village's compliance with certain covenants, under present law, interest on the Bonds is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the

alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Failure to comply with certain of such Village covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the Village with respect to certain material facts within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

APPENDIX D

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

EXCERPTS OF FISCAL YEAR 2023 AUDITED FINANCIAL STATEMENTS
RELATING TO THE VILLAGE'S PENSION PLANS

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Village - Continued

a. No financial institution shall hold more than 50% of the Village's investment portfolio, exclusive of U.S. government securities held in safekeeping.
b. Funds deposited in financial institutions shall not exceed 25% of the deposits of that institution.
c. Commercial paper shall not exceed 33% of the Village's investment portfolio.

At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org. The Fund transferred all eligible assets to the Investment Fund on March 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled $2,442,042 and the bank balances totaled $2,330,486. In addition, the Fund has $1,691,631 invested in Illinois Funds, with a maturity of less than one year.

Custodial Credit Risk. The Fund's investment policy states that some form of collateral shall secure all deposits in excess of FDIC limits. Direct investments guaranteed by the United States Government do not require collateral. The Fund shall accept any of the following securities as collateral: negotiable full-faith and credit obligations of the United States Government and negotiable obligations of any agency or instrumentality of the United States Government. The amount of collateral provided will not be less than 110% of the fair market value of the net amount of funds secured. Pledged collateral will be held in safekeeping and evidenced by a safekeeping agreement. All investments of the Fund shall be clearly held and accounted for to indicate ownership by the Board. The Fund will direct the registration of securities in its own name or in the name of a nominee created for the express purpose of registration of securities by a state bank, national bank or trust company authorized to do business in the State of Illinois. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's Federal Home Loan Bank Securities, Federal National Mortgage Securities, Government National Mortgage Securities and State and Local Bonds are categorized as insured, registered, or held by the Fund or its agent in the Fund's name. The Fund's investment in the Illinois Funds is not subject to custodial credit risk.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Police Pension Fund - Continued

Investments. At year-end the Fund has $62,915,365 invested in IPOPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return

For the year ended April 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 5.22%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Firefighters' Pension Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org. The Fund transferred all eligible assets to the IFPIF on November 1, 2021.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled $3,009,404 and the bank balances totaled $2,932,779. In addition, the Fund has $399,372 invested in Illinois Funds, with a maturity of less than one year.

Custodial Credit Risk. The Fund's investment policy states that collateral is required for demand deposits and certificates of deposit at one hundred ten percent (110%) of all deposits not covered by federal depository insurance. Obligations that may be pledged as collateral are obligations of the United States of America and its agencies. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's U.S. Treasury Securities, Federal Home Loan Bank and Mortgage Securities, Federal National Mortgage Securities, Government National Mortgage Securities, and State and Local Securities are categorized as insured, registered, or held by the Fund or its agent in the Fund's name. The Fund's investment in the Illinois Funds is not subject to custodial credit risk.

NOTE 3 - DETAIL NOTES ON ALL FUNDS - Continued

DEPOSITS AND INVESTMENTS - Continued

Firefighters' Pension Fund - Continued

Investments. At year-end the Fund has $62,218,145 invested in IFPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org.

Investment Policy. IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return

For the year ended April 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 6.20%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

PROPERTY TAXES

Property taxes for 2022 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about March 1 and September 1. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy, to reflect actual collection experience.

INTERFUND TRANSFERS

Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
Debt Service	Infrastructure Capital Projects	$ 2,172,564

Transfers are used to move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and, the Firefighters' Pension Plan, which is also a single-employer pension plan. Separate reports are issued for the Police and Firefighters' Pension Plans and may be obtained by writing to the Village at 1225 Cedar Lane, Northbrook, IL 60062-4582.

IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amounts recognized for the pension plans are:

	Pension Expenses/ (Revenues)	Net Pension Liabilities	Deferred Outflows	Deferred Inflows
IMRF				
Village	$ 2,061,932	10,874,376	9,753,663	202,107
Library	644,495	3,368,322	3,021,182	62,602
Police Pension	5,029,632	49,527,229	5,294,200	1,149,987
Firefighters' Pension	7,284,729	57,370,386	9,834,975	480,025
	15,020,788	121,140,313	27,904,02	1,894,721

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police and Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. IMRF provides two tiers of pension benefits. Employees hired ***before*** January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired ***on or after*** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the lesser of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	269
Inactive Plan Members Entitled to but not yet Receiving Benefits	131
Active Plan Members	223
Total	623 *

*The employees in the above table include the Northbrook Public Library.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended April 30, 2023, the Village's contribution was 9.21% of covered payroll and the Library's contribution was 9.15% of covered payroll.

Net Pension Liability. The Village's net pension liability was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Plan Descriptions - Continued

Actuarial Assumptions - Continued. For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	25.50%	4.90%
Domestic Equities	35.50%	6.50%
International Equities	18.00%	7.60%
Real Estate	10.50%	6.20%
Blended	9.50%	6.25% - 9.90%
Cash and Cash Equivalents	1.00%	4.00%

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Village	$ 20,572,693	10,874,376	3,085,798
Library	6,372,360	3,368,322	955,821
Net Pension Liability	26,945,053	14,242,698	4,041,619

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Changes in the Net Pension Liability

	Village	Library	Totals
Total Pension Liability			
Service Cost	$ 1,075,489	333,131	1,408,620
Interest	5,919,427	1,679,938	7,599,365
Differences Between Expected and Actual Experience	1,371,308	424,760	1,796,068
Change of Assumptions	—	—	—
Benefit Payments, Including Refunds of Member Contributions	(5,163,420)	(1,599,361)	(6,762,781)
Net Change in Total Pension Liability	3,202,804	838,468	4,041,272
Total Pension Liability - Beginning	87,698,117	21,990,769	109,688,886
Total Pension Liability - Ending	90,900,921	22,829,237	113,730,158
Plan Fiduciary Net Position			
Contributions - Employer	1,205,542	373,415	1,578,957
Contributions - Members	606,420	187,837	794,257
Net Investment Income	(11,896,562)	(3,684,942)	(15,581,504)
Benefit Payments, Including Refunds of Member Contributions	(5,163,420)	(1,599,361)	(6,762,781)
Other (Net Transfer)	585,896	181,480	767,376
Net Change in Plan Fiduciary Net Position	(14,662,124)	(4,541,571)	(19,203,695)
Plan Net Position - Beginning	94,688,669	24,002,486	118,691,155
Plan Net Position - Ending	80,026,545	19,460,915	99,487,460
Employer's Net Pension Liability	10,874,376	3,368,322	14,242,698

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the fiscal year ended April 30, 2023, the Village recognized pension expense of $2,061,932 and the Northbrook Public Library recognized pension expense of $644,495. At April 30, 2023, the Village and Northbrook Public Library reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Illinois Municipal Retirement Fund (IMRF) - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions - Continued

	Village		Library		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 2,649,541	—	820,691	—	3,470,232
Change in Assumptions	—	(202,107)	—	(62,602)	(264,709)
Net Difference Between Projected and Actual	6,756,177	—	2,092,716	—	8,848,893
Total Pension Expense to be Recognized in Future Periods	9,405,718	(202,107)	2,913,407	(62,602)	12,054,416
Pension Contributions Made Subsequent to the Measurement Date	347,945	—	107,775	—	455,720
Total Deferred Amounts Related to IMRF	9,753,663	(202,107)	3,021,182	(62,602)	12,510,136

$455,720 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended April 30, 2024.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources		
	Village	Library	Totals
2024	$ 787,290	243,862	1,031,152
2024	2,085,313	645,922	2,731,235
2025	2,636,047	816,512	3,452,559
2026	3,694,961	1,144,509	4,839,470
2027	—	—	—
Thereafter	—	—	—
Totals	9,203,611	2,850,805	12,054,416

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At April 30, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	72
Inactive Plan Members Entitled to but not yet Receiving Benefits	6
Active Plan Members	67
Total	145

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2023, the Village's contribution was 60.64% of covered payroll.

Concentrations. At year-end, the Pension Plan does not have any investments over 5 percent of the net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Projected by years of service
Adjustments	2.50%
Inflation	2.50%

Mortality rates were based on the PubS-2010 base rates projected to 2022 with scale MP2021.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 65,075,742	49,527,229	36,762,498

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2022	$ 113,535,768	67,455,005	46,080,763
Changes for the Year:			
Service Cost	1,874,352	—	1,874,352
Interest on the Total Pension Liability	7,686,100	—	7,686,100
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	325,984	—	325,984
Changes of Assumptions	(603,155)	—	(603,155)
Contributions - Employer	—	4,685,846	(4,685,846)
Contributions - Employees	—	760,017	(760,017)
Contributions - Others	—		—
Net Investment Income	—	423,680	(423,680)
Benefit Payments, Including Refunds of Employee Contributions	(6,030,975)	(6,030,975)	—
Other (Net Transfer)	—	(32,728)	32,728
Net Changes	3,252,306	(194,160)	3,446,466
Balances at April 30, 2023	116,788,074	67,260,845	49,527,229

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Police Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2023, the Village recognized pension expense of $5,029,632. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 1,440,436	(111,751)	1,328,685
Change in Assumptions	1,124,599	(1,038,236)	86,363
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	2,729,165	—	2,729,165
Total Deferred Amounts Related to Police Pension	5,294,200	(1,149,987)	4,144,213

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Outflows/ (Inflows) of Resources
2024	$ 716,532
2025	(90,591)
2026	2,535,550
2027	1,003,113
2028	(20,391)
Thereafter	
Total	4,144,213

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan

Plan Descriptions

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At April 30, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	78
Inactive Plan Members Entitled to but not yet Receiving Benefits	8
Active Plan Members	71
Total	157

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Plan Descriptions - Continued

Benefits Provided - Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended April 30, 2023, the Village's contribution was 61.92% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments over 5 percent of net plan position available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of April 30, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	Projected by years of service
Cost of Living Adjustments	2.50%
Inflation	2.50%

Mortality rates were based on the PubS-2010 base rates projected to 2022 with scale MP2021.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior year. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 73,919,182	57,370,386	43,780,275

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at April 30, 2022	$ 116,484,529	65,895,067	50,589,462
Changes for the Year:			
Service Cost	2,036,031	—	2,036,031
Interest on the Total Pension Liability	7,868,452	—	7,868,452
Changes of Benefit Terms	—	—	—
Difference Between Expected and Actual Experience of the Total Pension Liability	706,581	—	706,581
Changes of Assumptions	2,174,246	—	2,174,246
Contributions - Employer	—	4,982,585	(4,982,585)
Contributions - Employees	—	736,273	(736,273)
Contributions - Other	—	—	—
Net Investment Income	—	344,177	(344,177)
Benefit Payments, Including Refunds of Employee Contributions	(5,981,916)	(5,981,916)	—
Other (Net Transfer)	—	(58,649)	58,649
Net Changes	6,803,394	22,470	6,780,924
Balances at April 30, 2023	123,287,923	65,917,537	57,370,386

NOTE 4 - OTHER INFORMATION - Continued

EMPLOYEE RETIREMENT SYSTEM - DEFINED BENEFIT PENSION PLANS - Continued

Firefighters' Pension Plan - Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2023, the Village recognized pension expense of $7,284,729. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 3,553,999	—	3,553,999
Change in Assumptions	2,511,729	(480,025)	2,031,704
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	3,769,247	—	3,769,247
Total Deferred Amounts Related to Firefighters' Pension	9,834,975	(480,025)	9,354,950

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2024	$ 2,089,042
2025	1,242,516
2026	3,832,453
2027	1,796,537
2028	394,402
Thereafter	
Total	9,354,950

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The Village's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided. RBP provides medical coverage to retirees and their dependents. Retirees and their dependents may continue coverage by paying 100% of the blended average active group cost. Coverage ends at age 65 for disabled employees or once retirees are eligible for Medicare.

Plan Membership. As of April 30, 2023, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	30
Inactive Plan Members Entitled to but not yet Receiving Benefits	—
Active Plan Members	228
Total	258

Total OPEB Liability

The Village's total OPEB liability was measured as of April 30, 2023, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the April 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.50%
Salary Increases	3.50%
Discount Rate	3.77%
Healthcare Cost Trend Rates	6.75% for 2022, decreasing 0.25% per year to an ultimate rate of 4.50% for 2030 and later years
Retirees' Share of Benefit-Related Costs	100% of projected health insurance premiums for retirees

The discount rate was based on the expected rate of return associated with funded benefits, and for unfunded benefits, the 20-year muni bond rates.

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Total OPEB Liability - Continued

Actuarial Assumptions and Other Inputs - Continued. Mortality rates were based on the PubS-2010 base rates projected fully generationally using scale MP2021. For all others the PubG-2010 base rates projected fully generationally using scale MP2021 was used.

Change in the Total OPEB Liability

	Total OPEB Liability
Balances at April 30, 2022	9,411,788
Changes for the Year:	
Service Cost	466,972
Interest on the Total OPEB Liability	303,457
Changes of Benefit Terms	
Difference Between Expected and Actual Experience	(1,840,564)
Changes of Assumptions or Other Inputs	(736,017)
Benefit Payments	(1,077,563)
Net Changes	(2,883,715)
Balances at April 30, 2023	6,528,073

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 3.77%, while the prior valuation used 3.42%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (2.77%)	Current Discount Rate (3.77%)	1% Increase (4.77%)
Total OPEB Liability	$ 7,043,628	6,528,073	6,046,672

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability, calculated using a variable Healthcare Trend Rate, as well as what the total OPEB liability would be if it were calculated using a Healthcare Trend Rate that is one percentage point lower or one percentage point higher:

	1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	$ 5,825,633	6,528,073	7,358,936

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended April 30, 2023, the Village recognized OPEB expense of $503,828. At April 30, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ —	(2,059,392)	(2,059,392)
Change in Assumptions	511,674	(1,345,505)	(833,831)
Net Difference Between Projected and Actual Earnings	—	—	—
Total Deferred Amounts Related to OPEB	511,674	(3,404,897)	(2,893,223)

NOTE 4 - OTHER INFORMATION - Continued

OTHER POST-EMPLOYMENT BENEFITS - Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB - Continued

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year	Net Deferred (Inflows) of Resources
2024	$ (266,601)
2025	(266,601)
2026	(266,601)
2027	(266,601)
2028	(266,601)
Thereafter	(1,560,218)
Totals	(2,893,223)

Illinois Municipal Retirement Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year		Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2016	Totals	$ 1,742,464	$ 1,742,464	$ —	$ 14,040,804	12.41%
2017	Totals	1,736,714	1,741,800	5,086	14,005,761	12.44%
2018	Totals	1,722,897	1,719,850	(3,047)	14,501,806	11.86%
2019	Totals	1,512,977	1,514,477	1,500	13,808,244	10.97%
2020	Totals	1,587,865	1,587,865	—	15,428,825	10.29%
2021	Totals	2,861,007	3,044,232	183,225	16,890,427	18.02%
2022	Totals	1,615,029	1,625,472	10,443	15,592,044	10.43%
2023	Village	1,096,028	1,103,071	7,043	11,973,610	9.21%
	Library	339,493	339,493	—	3,708,807	9.15%
	Totals	1,435,521	1,442,564	7,043	15,682,417	9.20%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	21 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.85% to 13.75%, Including Inflation
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Police Pension Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	$ 1,397,406	$ 1,349,585	$ (47,821)	$ 6,259,278	21.56%
2016	1,545,370	1,591,260	45,890	6,501,228	24.48%
2017	1,803,482	1,965,874	162,392	6,689,389	29.39%
2018	2,949,665	3,338,429	388,764	6,906,794	48.34%
2019	2,998,526	3,496,247	497,721	6,983,385	50.07%
2020	3,720,671	4,077,489	356,818	7,147,985	57.04%
2021	4,125,043	3,814,549	(310,494)	7,274,335	52.44%
2022	4,432,719	4,111,263	(321,456)	7,514,598	54.71%
2023	4,300,612	4,685,846	385,234	7,726,685	60.64%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	PubS-2010 base rates projected to 2022 with scale MP2021

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

The actual contributions are split between two tax levy years, due to the distribution calendar of Cook County, Illinois property taxes, while the actuarially determined contributions as noted above for each fiscal year are based on only one tax levy year.

VILLAGE OF NORTHBROOK, ILLINOIS

Firefighters' Pension Fund
Schedule of Employer Contributions
April 30, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	$ 1,419,399	$ 1,332,783	$ (86,616)	$ 6,514,303	20.46%
2016	1,571,442	1,565,117	(6,325)	6,790,390	23.05%
2017	1,748,845	1,880,878	132,033	7,038,056	26.72%
2018	2,814,963	3,492,984	678,021	8,454,642	41.31%
2019	3,387,070	3,707,866	320,796	7,319,853	50.65%
2020	3,960,484	4,270,347	309,863	7,452,829	57.30%
2021	4,467,941	4,120,830	(347,111)	7,561,917	54.49%
2022	4,683,879	4,382,125	(301,754)	7,451,920	58.81%
2023	4,551,281	4,982,585	431,304	8,046,827	61.92%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	Graded by years of service
Investment Rate of Return	7.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	PubS-2010 base rates projected to 2022 with scale MP2021

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

The actual contributions are split between two tax levy years, due to the distribution calendar of Cook County, Illinois property taxes, while the actuarially determined contributions as noted above for each fiscal year are based on only one tax levy year.

Illinois Municipal Retirement Fund
Schedule of Changes in the Employer's Net Pension Liability/(Asset)
April 30, 2023

	12/31/2015	12/31/2016	12/31/2017
	Total	Totals	Totals
Total Pension Liability			
Service Cost	$ 1,517,115	1,465,389	1,471,957
Interest	5,921,589	6,145,718	6,367,217
Changes in Benefit Terms		—	—
Differences Between Expected and Actual Experience	(31,568)	(730,264)	341,985
Change of Assumptions	203,074	(310,687)	(2,883,906)
Benefit Payments, Including Refunds of Member Contributions	(3,558,811)	(3,922,991)	(4,168,350)
Net Change in Total Pension Liability	4,051,399	2,647,165	1,128,903
Total Pension Liability - Beginning	80,080,770	84,132,169	86,779,334
Total Pension Liability - Ending	84,132,169	86,779,334	87,908,237
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,742,464	1,741,800	1,728,897
Contributions - Members	635,947	643,263	648,391
Net Investment Income	360,389	4,947,272	13,173,257
Benefit Payments, Including Refunds of Member Contributions	(3,558,811)	(3,922,991)	(4,168,350)
Other (Net Transfer)	134,664	37,510	(1,525,729)
Net Change in Plan Fiduciary Net Position	(685,347)	3,446,854	9,856,466
Plan Net Position - Beginning	72,668,014	71,982,667	75,429,521
Plan Net Position - Ending	71,982,667	75,429,521	85,285,987
Employer's Net Pension Liability/(Asset)	$ 12,149,502	11,349,813	2,622,250
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.56%	86.92%	97.02%
Covered Payroll	$ 14,040,805	14,005,761	14,136,095
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	86.53%	81.04%	18.55%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022		
Totals	Totals	Totals	Totals	Village	Library	Totals
1,365,108	1,492,828	1,579,956	1,442,800	1,075,489	333,131	1,408,620
6,403,605	6,990,448	7,541,202	7,265,941	5,919,427	1,679,938	7,599,365
—	—	—	—			
1,521,338	927,307	1,474,887	3,026,422	1,371,308	424,760	1,796,068
2,586,175	—	(899,802)	—	—	—	—
(4,637,009)	(4,766,832)	(5,361,325)	(6,172,400)	(5,163,420)	(1,599,361)	(6,762,781)
7,239,217	4,643,751	4,334,918	5,562,763	3,202,804	838,468	4,041,272
87,908,237	95,147,454	99,791,205	104,126,123	87,698,117	21,990,769	109,688,886
95,147,454	99,791,205	104,126,123	109,688,886	90,900,921	22,829,237	113,730,158
1,718,698	1,469,237	1,918,365	1,809,920	1,205,542	373,415	1,578,957
661,091	688,061	737,204	715,070	606,420	187,837	794,257
(4,571,306)	15,180,322	13,717,555	17,054,457	(11,896,562)	(3,684,942)	(15,581,504)
(4,637,009)	(4,766,832)	(5,361,325)	(6,172,400)	(5,163,420)	(1,599,361)	(6,762,781)
1,878,186	535,723	503,443	326,708	585,896	181,480	767,376
(4,950,340)	13,106,511	11,515,242	13,733,755	(14,662,124)	(4,541,571)	(19,203,695)
85,285,987	80,335,647	93,442,158	104,957,400	94,688,669	24,002,486	118,691,155
80,335,647	93,442,158	104,957,400	118,691,155	80,026,545	19,460,915	99,487,460
14,811,807	6,349,047	(831,277)	(9,002,269)	10,874,376	3,368,322	14,242,698
84.43%	93.64%	100.80%	108.21 %	88.04%	85.25%	87.48%
14,692,892	15,272,736	15,749,748	14,973,459	11,776,935	3,647,888	15,424,823
100.81%	41.57%	(5.28%)	(60.12%)	92.34%	92.34%	92.34%

Police Pension Fund
Schedule of Changes in the Employer's Net Pension Liability
April 30, 2023

	2015	2016	2017
Total Pension Liability			
Service Cost	$ 859,722	1,181,410	1,231,694
Interest	4,969,863	5,439,935	6,258,782
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	(176,001)	1,722,362	(1,269,954)
Change of Assumptions	10,847,753	7,385,822	838,321
Benefit Payments, Including Refunds of Member Contributions	(3,444,739)	(3,737,336)	(3,933,840)
Net Change in Total Pension Liability	13,056,598	11,992,193	3,125,003
Total Pension Liability - Beginning	63,845,656	76,902,254	88,894,447
Total Pension Liability - Ending	76,902,254	88,894,447	92,019,450
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,349,585	1,591,260	1,965,874
Contributions - Members	698,545	752,378	705,161
Contributions - Other	8,270	7,225	254,817
Net Investment Income	2,950,989	(1,695,870)	4,302,920
Benefit Payments, Including Refunds of Member Contributions	(3,444,739)	(3,737,336)	(3,933,840)
Administrative Expenses	(28,367)	(42,357)	(26,987)
Net Change in Plan Fiduciary Net Position	1,534,283	(3,124,700)	3,267,945
Plan Net Position - Beginning	44,306,698	45,840,981	42,716,281
Plan Net Position - Ending	45,840,981	42,716,281	45,984,226
Employer's Net Pension Liability	$ 31,061,273	46,178,166	46,035,224
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.61%	48.05%	49.97%
Covered Payroll	$ 6,259,278	6,501,228	6,689,389
Employer's Net Pension Liability as a Percentage of Covered Payroll	496.24%	710.30%	688.18%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2018	2019	2020	2021	2022	2023
1,317,913	1,458,847	1,811,753	1,875,422	1,821,355	1,874,352
6,293,068	6,403,976	6,784,816	7,104,851	7,297,001	7,686,100
—	—	96,993	—	—	—
(717,081)	5,443,091	1,344,265	(253,030)	536,946	325,984
(668,120)	(2,549,363)	(310,335)	(552,694)	1,772,429	(603,155)
(4,236,937)	(4,657,688)	(5,002,170)	(5,218,793)	(5,680,197)	(6,030,975)
1,988,843	6,098,863	4,725,322	2,955,756	5,747,534	3,252,306
92,019,450	94,008,293	100,107,156	104,832,478	107,788,234	113,535,768
94,008,293	100,107,156	104,832,478	107,788,234	113,535,768	116,788,074
3,338,429	3,496,247	4,077,489	3,814,549	4,111,263	4,685,846
701,436	716,482	741,450	809,564	731,131	760,017
—	—	129	—	100	—
4,445,111	3,141,841	1,338,989	16,905,540	(1,939,457)	423,680
(4,236,937)	(4,657,688)	(5,002,170)	(5,218,793)	(5,680,197)	(6,030,975)
(43,618)	(18,744)	(33,021)	(35,543)	(32,803)	(32,728)
4,204,421	2,678,138	1,122,866	16,275,317	(2,809,963)	(194,160)
45,984,226	50,188,647	52,866,785	53,989,651	70,264,968	67,455,005
50,188,647	52,866,785	53,989,651	70,264,968	67,455,005	67,260,845
43,819,646	47,240,371	50,842,827	37,523,266	46,080,763	49,527,229
53.39%	52.81%	51.50%	51.50%	59.41%	57.59%
6,906,794	6,983,385	7,147,985	7,274,335	7,514,598	7,726,685
634.44%	676.47%	711.29%	711.29%	613.22%	640.99%

Firefighters' Pension Fund
Schedule of Changes in the Employer's Net Pension Liability
April 30, 2023

	2015	2016	2017
Total Pension Liability			
Service Cost	$ 1,309,525	1,499,447	1,605,351
Interest	4,781,977	5,225,638	5,906,179
Changes in Benefit Terms	—	—	—
Differences Between Expected and Actual Experience	599,853	(523,277)	397,050
Change of Assumptions	8,708,762	7,060,087	772,971
Benefit Payments, Including Refunds of Member Contributions	(3,226,287)	(3,364,422)	(3,538,561)
Net Change in Total Pension Liability	12,173,830	9,897,473	5,142,990
Total Pension Liability - Beginning	61,387,861	73,561,691	83,459,164
Total Pension Liability - Ending	73,561,691	83,459,164	88,602,154
Plan Fiduciary Net Position			
Contributions - Employer	$ 1,332,783	1,565,117	1,880,878
Contributions - Members	704,152	631,544	691,264
Contributions - Others	—	—	215,297
Net Investment Income	3,046,217	(2,700,867)	4,334,250
Benefit Payments, Including Refunds of Member Contributions	(3,226,287)	(3,364,422)	(3,538,561)
Administrative Expenses	(63,932)	(39,690)	(48,238)
Net Change in Plan Fiduciary Net Position	1,792,933	(3,908,318)	3,534,890
Plan Net Position - Beginning	45,660,245	47,453,178	43,544,860
Plan Net Position - Ending	47,453,178	43,544,860	47,079,750
Employer's Net Pension Liability	$ 26,108,513	39,914,304	41,522,404
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	64.51%	52.18%	53.14%
Covered Payroll	$ 6,514,303	6,790,390	7,038,056
Employer's Net Pension Liability as a Percentage of Covered Payroll	400.79%	587.81%	589.97%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

2018	2019	2020	2021	2022	2023
1,717,726	2,113,585	2,399,593	2,479,650	2,211,680	2,036,031
6,070,520	6,207,719	6,773,274	6,851,113	7,220,926	7,868,452
—	—	59,470	—	—	—
2,393,822	806,935	256,928	155,094	4,228,171	706,581
(704,211)	152,524	(723,598)	(561,729)	1,098,772	2,174,246
(3,760,880)	(4,357,815)	(4,683,417)	(5,017,779)	(5,505,698)	(5,981,916)
5,716,977	4,922,948	4,082,250	3,906,349	9,253,851	6,803,394
88,602,154	94,319,131	99,242,079	103,324,329	107,230,678	116,484,529
94,319,131	99,242,079	103,324,329	107,230,678	116,484,529	123,287,923
3,492,984	3,707,866	4,270,347	4,120,830	4,382,125	4,982,585
719,854	694,131	729,299	717,400	730,371	736,273
374	231	654	440	150	—
3,594,542	2,152,779	52,651	16,239,206	(2,894,680)	344,177
(3,760,880)	(4,357,815)	(4,580,341)	(5,017,779)	(5,505,698)	(5,981,916)
(133,327)	(169,522)	(103,076)	(191,334)	(76,465)	(58,649)
3,913,547	2,027,670	369,534	15,868,763	(3,364,197)	22,470
47,079,750	50,993,297	53,020,967	53,390,501	69,259,264	65,895,067
50,993,297	53,020,967	53,390,501	69,259,264	65,895,067	65,917,537
43,325,834	46,221,112	49,933,828	37,971,414	50,589,462	57,370,386
54.06%	53.43%	51.67%	64.59%	56.57%	53.47%
8,454,642	7,319,853	7,452,829	7,561,917	7,451,920	8,046,827
512.45%	631.45%	670.00%	502.14%	678.88%	712.96%

Police Pension Fund
Schedule of Investment Returns
April 30, 2023

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2015	6.86%
2016	(3.76%)
2017	10.07%
2018	7.64%
2019	7.34%
2020	6.44%
2021	8.67%
2022	(1.67%)
2023	5.22%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Firefighters' Pension Fund
Schedule of Investment Returns
April 30, 2023

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2015	6.84%
2016	(5.84%)
2017	9.95%
2018	6.99%
2019	6.65%
2020	5.27%
2021	7.43%
2022	(3.19%)
2023	6.20%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Retiree Benefit Plan
Schedule of Changes in the Employer's Total OPEB Liability
April 30, 2023

	2019
Total OPEB Liability	
Service Cost	$ 457,714
Interest	299,236
Changes in Benefit Terms	—
Differences Between Expected and Actual Experience	—
Change of Assumptions or Other Inputs	121,498
Benefit Payments	(316,463)
Net Change in Total OPEB Liability	561,985
Total OPEB Liability - Beginning	7,695,667
Total OPEB Liability - Ending	8,257,652
Covered-Employee Payroll	20,980,536
Total OPEB Liability as a Percentage of Covered-Employee Payroll	39.36%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2019 through 2023.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

2020	2021	2022	2023
490,868	525,342	560,379	466,972
306,550	267,200	211,578	303,457
—	1,201,626	—	—
—	(523,712)	—	(1,840,564)
668,744	36,386	(834,590)	(736,017)
(338,534)	(406,331)	(1,011,370)	(1,077,563)
1,127,628	1,100,511	(1,074,003)	(2,883,715)
8,257,652	9,385,280	10,485,791	9,411,788
9,385,280	10,485,791	9,411,788	6,528,073
20,572,727	19,828,264	20,522,253	25,864,036
45.62%	52.88%	45.86%	25.24%

APPENDIX E

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

THE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (the *"Agreement"*) is executed and delivered by the Village of Northbrook, Cook County, Illinois (the *"Village"*) in connection with the issuance of $_____ General Obligation Refunding Bonds, Series 2024 (the *"Bonds"*). The Bonds are being issued pursuant to a bond ordinance, as adopted by the President and Board of Trustees of the Village on May 28, 2024 (the *"Ordinance"*).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the principles and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Financial Obligation of the Village means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; *provided* that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Official Statement means the Official Statement, dated _____, 2024, and relating to the Bonds.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBERS. The CUSIP Numbers of the Bonds are set forth in *Exhibit III*. All filings required under this Agreement will be filed on EMMA under these CUSIP Numbers. If the Bonds are refunded after the date hereof, the Village will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Bonds as a result of such refunding, to the extent the Village remains legally liable for the payment of such Bonds; *provided, however,* that the Village will not be required to make such filings under new CUSIP Numbers unless the Village has been notified in writing by the Participating Underwriter or the Village's financial advisor that new CUSIP Numbers have been assigned to the Bonds. The Village will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Bonds as a result of a holder of the Bonds obtaining a bond insurance policy or other credit enhancement with respect to some or all of the outstanding Bonds in the secondary market.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that

such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to "material" in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance.

9. FUTURE CHANGES TO THE RULE. As set forth in Section 1 of this Agreement, the Village has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the Village shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 7 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the Village shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

10. DISSEMINATION AGENT. The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

11. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

12. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. RECORDKEEPING. The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. ASSIGNMENT. The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

By: _____
Its: President

Date: _____, 2024

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Official Statement under the following captions:

1. "SOCIOECONOMIC INFORMATION -"Retailers' Occupation, Service Occupation and Use Tax";

2. All of the tables under the heading "DEBT INFORMATION" (only as it relates to direct debt);

3. All of the tables under the heading "PROPERTY ASSESSMENT AND TAX INFORMATION"; and

4. All of the tables under the heading "FINANCIAL INFORMATION" (excluding Budget and Estimated Financial Information)

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in an Official Statement, the Official Statement must be available on EMMA; the Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the Village's fiscal year (currently April 30), beginning with the fiscal year ended April 30, 2024. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, then Audited Financial Statements will be submitted to EMMA within 30 days after availability to the Village.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III
CUSIP NUMBERS
(BASE NUMBER IS 663821)

YEAR	SUFFIX

OFFICIAL BID FORM

(Open Speer Auction)

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

May 28, 2024
Speer Financial, Inc.

President and Board of Trustees:

For the $8,765,000* General Obligation Refunding Bonds, Series 2024 (the "Bonds"), of the Village of Northbrook, Cook County, Illinois (the "Village"), as described in the annexed Official Notice of Sale, which is expressly made a part of this bid, we will pay you $_____ (no less than $8,677,350). The Bonds are dated the date of delivery, expected to be on or about June 11, 2024. The Bonds will bear interest as follows (each rate a multiple of 1/8 or 1/100 of 1%). **The premium or discount, if any, is subject to adjustment allowing the same $_____ gross spread per $1,000 bond as bid herein.**

MATURITIES* – DECEMBER 1

$700,000	2027	$ 890,000	2032
735,000	2028	940,000	2033
770,000	2029	980,000	2034
815,000	2030	1,020,000	2035
850,000	2031	1,065,000	2036

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois. The Village will pay for the legal opinion. The underwriter agrees to **apply for CUSIP numbers within 24 hours** and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

As evidence of our good faith, if we are the winning bidder, we will wire transfer the amount of **TWO PERCENT OF PAR** (the "Deposit") **WITHIN TWO HOURS** after the bid opening time to the Village's good faith bank and under the terms provided in the Official Notice of Sale for the Bonds. Alternatively, we have wire transferred or enclosed herewith a check payable to the order of the Treasurer of the Village in the amount of the Deposit under the terms provided in the Official Notice of Sale for the Bonds.

Form of Deposit (Check One)

Prior to Bid Opening:
Certified/Cashier's Check [ ]
Wire Transfer [ ]

Within **TWO hours** of Bidding:
Wire Transfer [ ]

Amount: $175,300

Account Manager Information

Name _____

Address _____

By _____

City _____ State/Zip _____

Direct Phone (_____) _____

FAX Number (_____) _____

E-Mail Address _____

Bidders Option Insurance

We have purchased insurance from:

Name of Insurer
(Please fill in)

_____

Premium: _____

Maturities: (Check One)

[__] _____**Years**

[__] All

The foregoing bid was accepted and the Bonds sold by ordinance of the Village on May 28, 2024, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Notice of Sale.

VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS

**Subject to change.*

_____
Village President

---------- **NOT PART OF THE BID** ----------
(Calculation of true interest cost)

	Bid	Post Sale Revision
Gross Interest	$	
Less Premium/Plus Discount	$	
True Interest Cost	$	
True Interest Rate	%	
TOTAL BOND YEARS	73,249.03	
AVERAGE LIFE	8.357 Years	

OFFICIAL NOTICE OF SALE

$8,765,000*
VILLAGE OF NORTHBROOK
Cook County, Illinois
General Obligation Refunding Bonds, Series 2024

(Open Speer Auction)

The Village of Northbrook, Cook County, Illinois (the "Village"), will receive electronic bids on the SpeerAuction ("*SpeerAuction")* website address "www.SpeerAuction.com" for its $8,765,000* General Obligation Refunding Bonds, Series 2024 (the "Bonds"), on an all or none basis between 10:00 A.M. and 10:15 A.M., C.D.T., Tuesday, May 28, 2024. To bid, bidders must have: (1) completed the registration form on the SpeerAuction website, and (2) requested and received admission to the Village's sale (as described below). Award will be made or all bids rejected at a meeting of the Village on that date. The Village reserves the right to change the date or time for receipt of bids. Any such change shall be made not less than twenty-four (24) hours prior to the revised date and time for receipt of the bids for the Bonds and shall be communicated by publishing the changes in the Amendments Page of the SpeerAuction webpage and through *Thomson Municipal News*.

The Bonds are valid and legally binding upon the Village and are payable from any funds of the Village legally available for such purpose, and all taxable property of the Village is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds.

(1) All bids must be submitted on the SpeerAuction website at www.SpeerAuction.com. **No telephone, telefax or personal delivery bids will be accepted.** The use of SpeerAuction shall be at the bidder's risk and expense and the Village shall have no liability with respect thereto, including (without limitation) liability with respect to incomplete, late arriving and non-arriving bid. Any questions regarding bidding on the SpeerAuction website should be directed to Grant Street Group at (412) 391-5555 x 370.

(2) Bidders may change and submit bids as many times as they like during the bidding time period; provided, however, each and any bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid, when compared to the immediately preceding bid of such bidder. In the event that the revised bid does not produce a lower TIC with respect to a bid the prior bid will remain valid.

(3) If any bid in the auction becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such bid was received by SpeerAuction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two minutes.

(4) The last valid bid submitted by a bidder before the end of the bidding time period will be compared to all other final bids submitted by others to determine the winning bidder or bidders.

(5) During the bidding, no bidder will see any other bidder's bid, but bidders will be able to see the ranking of their bid relative to other bids (i.e., "Leader", "Cover", "3rd" etc.)

(6) On the Auction Page, bidders will be able to see whether a bid has been submitted.

Rules of SpeerAuction

Bidders must comply with the Rules of SpeerAuction in addition to the requirements of this Official Notice of Sale. To the extent there is a conflict between the Rules of SpeerAuction and this Official Notice of Sale, this Official Notice of Sale shall control.

Establishment of Issue Price (10% Test May Apply if Competitive Sale Requirements are Not Satisfied)

(a) The winning bidder shall assist the Village in establishing the issue price of the Bonds and shall execute and deliver to the Village at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A** to this Official Notice of Sale, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Village and Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel"). All actions to be taken by the Village under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Village by the Village's municipal advisor and any notice or report to be provided to the Village may be provided to Speer Financial, Inc., Chicago, Illinois (*"Speer"*).

**Subject to change.*

(b) The Village intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(i) the Village shall disseminate this Official Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
(ii) all bidders shall have an equal opportunity to bid;
(iii) the Village may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
(iv) the Village anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid**.**

(c) In the event that the competitive sale requirements are not satisfied, the Village shall so advise the winning bidder. **The Village will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the Public as of the Sale Date of any maturity of the Bonds as the issue price of that maturity, though the winning bidder may elect to apply the "hold the offering price rule" (as described below). Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Unless a bidder intends to apply the "hold-the-offering-price rule" as described below, bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test (as described below) in order to establish the issue price of the Bonds.** If the competitive sale requirements are not satisfied, the 10% test shall apply to determine the issue price of each maturity of the Bonds unless the winning bidder shall request that the "hold-the-offering-price rule" (as described below) shall apply. The winning bidder must notify Speer of its intention to apply the "hold-the-offering-price rule" at or prior to the time the Bonds are awarded.

(i) If the winning bidder does not request that the "hold-the-offering-price rule" apply to determine the issue price of the Bonds, the following two paragraphs shall apply:

The Village shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the Public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Village if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds.

Until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Village the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the purchaser shall provide the Village with a representation as to the price of prices, as of the date of closing, at which the purchaser reasonably expects to sell the remaining Bonds of such maturity.

(ii) If the winning bidder does request that the "hold-the-offering-price rule" apply to determine the issue price of the Bonds, the following three paragraphs shall apply:

The Village may determine to treat (i) pursuant to the 10% test, the first price at which 10% of a maturity of the Bonds is sold to the Public as the issue price of that maturity and/or (ii) the initial offering price to the Public as of the Sale Date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Village if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Village shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule or both. Bids will *not* be subject to cancellation in the event that the Village determines to apply the hold-the-offering-price rule to any maturity of the Bonds.

**Subject to change.*

By submitting a bid, the winning bidder shall (i) confirm that the Underwriters have offered or will offer the Bonds to the Public on or before the date of award at the offering price or prices (the *"initial offering price"*), and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth business day after the Sale Date; or
(2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

(d) The Village acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The Village further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price applicable to the Bonds.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (a) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires which shall be at least until the 10% test has been satisfied as to the Bonds of that maturity or until the close of the fifth business day following the date of the award, and (ii) any agreement among Underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (a) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires, which shall be at least until the 10% test has been satisfied as to the Bonds of that maturity or until the close of the fifth business day following the date of the award.

(f) Sales of any Bonds to any person that is a Related Party to an Underwriter shall not constitute sales to the Public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "Public" means any person other than an Underwriter or a Related Party,
(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Village (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public including, specifically, the purchaser, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public),

**Subject to change.*

(iii) a purchaser of any of the Bonds is a "Related Party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Bonds are awarded by the Village to the winning bidder.

Rules

(1) A bidder ("Bidder") submitting a winning bid ("Winning Bid") is irrevocably obligated to purchase the Bonds at the rates and prices of the winning bid, if acceptable to the Village, as set forth in the related Official Notice of Sale. Winning Bids are not officially awarded to Winning Bidders until formally accepted by the Village.

(2) Neither the Village, Speer, nor Grant Street Group (the "Auction Administrator") is responsible for technical difficulties that result in loss of Bidder's internet connection with SpeerAuction, slowness in transmission of bids, or other technical problems.

(3) If for any reason a Bidder is disconnected from the Auction Page during the auction after having submitted a Winning Bid, such bid is valid and binding upon such Bidder, unless the Village exercises its right to reject bids, as set forth herein.

(4) Bids which generate error messages are not accepted until the error is corrected and bid is received prior to the deadline.

(5) Bidders accept and agree to abide by all terms and conditions specified in the Official Notice of Sale (including amendments, if any) related to the auction.

(6) Neither the Village, Speer, nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in the Official Notice of Sale, amendments, or Official Statement as they appear on SpeerAuction.

(7) Only Bidders who request and receive admission to an auction may submit bids. SpeerAuction and the Auction Administrator reserve the right to deny access to SpeerAuction website to any Bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.

(8) Neither the Village, Speer, nor the Auction Administrator is responsible for protecting the confidentiality of a Bidder's SpeerAuction password.

(9) If two bids submitted in the same auction by the same or two or more different Bidders result in same True Interest Cost, the first confirmed bid received by SpeerAuction prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in True Interest Cost.

(10) Bidders must compare their final bids to those shown on the Observation Page immediately after the bidding time period ends, and if they disagree with the final results shown on the Observation Page they must report them to SpeerAuction within 15 minutes after the bidding time period ends. Regardless of the final results reported by SpeerAuction, Bonds are definitively awarded to the winning bidder only upon official award by the Village. If, for any reason, the Village fails to: (i) award Bonds to the winner reported by SpeerAuction, or (ii) deliver Bonds to winning bidder at settlement, neither the Village, Speer, nor the Auction Administrator will be liable for damages.

The Village reserves the right to reject all proposals, to reject any bid proposal not conforming to this Official Notice of Sale, and to waive any irregularity or informality with respect to any proposal. Additionally, the Village reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced on the Amendments Page of the SpeerAuction webpage and through *Thomson Municipal News*.

The Bonds will be in fully registered form in the denominations of $5,000 and integral multiples thereof in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), to which principal and interest payments on the Bonds will be paid. Individual purchases will be in book-entry only form. Interest on each Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such bond is registered at the close of business on the fifteenth day of the month next preceding any interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois. Semiannual interest is due June 1 and December 1 of each year commencing December 1, 2024, and is payable by Amalgamated Bank of Chicago, Chicago, Illinois (the "Bond Registrar"). The Bonds are dated the date of delivery, expected to be on or about June 11, 2024.

If the winning bidder is not a direct participant of DTC and does not have clearing privileges with DTC, the Bonds will be issued as Registered Bonds in the name of the purchaser. At the request of such winning bidder, the Village will assist in the timely conversion of the Registered Bonds into book-entry bonds with DTC as described herein.

**Subject to change.*

MATURITIES* – DECEMBER 1

$700,000	2027	$ 890,000	2032
735,000	2028	940,000	2033
770,000	2029	980,000	2034
815,000	2030	1,020,000	2035
850,000	2031	1,065,000	2036

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Bonds due December 1, 2027-2033, inclusive, are not subject to optional redemption. The Bonds due December 1, 2034-2036, inclusive, are callable in whole or in part and on any date on or after December 1, 2033, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the Village and within any maturity by lot.

All interest rates must be in multiples of one-eighth or one one-hundredth of one percent (1/8 or 1/100 of 1%), and not more than one rate for a single maturity shall be specified. The maximum coupon rate shall not exceed five percent (5.0%). The differential between the highest rate bid and the lowest rate bid shall not exceed three percent (3%). All bids must be for all of the Bonds, must be for not less than $8,677,350.

Award of the Bonds: The Bonds will be awarded on the basis of true interest cost, determined in the following manner. True interest cost shall be computed by determining the annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Bonds from the payment dates thereof to the dated date and to the bid price. For the purpose of calculating true interest cost, the Bonds shall be deemed to become due in the principal amounts and at the times set forth in the table of maturities set forth above. In the event two or more qualifying bids produce the identical lowest true interest cost, the winning bid shall be the bid that was submitted first in time on the SpeerAuction webpage.

The Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale whose bid produces the lowest true interest cost rate to the Village as determined by the Village's Municipal Advisor, which determination shall be conclusive and binding on all bidders; *provided*, that the Village reserves the right to reject all bids or any non-conforming bid and reserves the right to waive any informality in any bid. Bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the SpeerAuction Observation Page immediately after the bidding.

The Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale whose bid produces the lowest true interest cost rate to the Village as determined by the Village's Municipal Advisor, which determination shall be conclusive and binding on all bidders; *provided*, that the Village reserves the right to reject all bids or any non-conforming bid and reserves the right to waive any informality in any bid. Bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the SpeerAuction Observation Page immediately after the bidding.

The premium or discount, if any, is subject to pro rata adjustment if the maturity amounts of the Bonds are changed, allowing the same dollar amount of profit per $1,000 bond as submitted on the Official Bid Form. The dollar amount of profit must be written on the Official Bid Form for any adjustment to be allowed and is subject to verification.

The true interest cost of each bid will be computed by SpeerAuction and reported on the Observation Page of the SpeerAuction webpage immediately following the date and time for receipt of bids. These true interest costs are subject to verification by the Village's Municipal Advisor, will be posted for information purposes only and will not signify an actual award of any bid or an official declaration of the winning bid. The Village or its Municipal Advisor will notify the bidder to whom the Bonds will be awarded, if and when such award is made.

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-32. The winning bidder will be required to pay the standard MSRB charge for Bonds purchased. In addition, the winning bidder who is a member of the Securities Industry and Financial Markets Association ("SIFMA") will be required to pay SIFMA's standard charge per bond.

The winning bidder is required to wire transfer from a solvent bank or trust company to the Village's good faith bank the amount of **TWO PERCENT OF PAR** (the "Deposit") **WITHIN TWO HOURS** after the bid opening time as evidence of the good faith of the bidder. Alternatively, a bidder may submit its Deposit upon or prior to the submission of its bid in the form of a certified or cashier's check on, or a wire transfer from, a solvent bank or trust company for **TWO PERCENT OF PAR** payable to the Treasurer of the Village. The Village reserves the right to award the Bonds to a bidder whose wire transfer is initiated but not received within such two hour time period provided that such bidder's federal wire reference number has been received. In the event the Deposit is not received as provided above, the Village may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award.

**Subject to change.*

The Deposit of the successful bidder will be retained by the Village pending delivery of the Bonds and all others, if received, will be promptly returned. Should the successful bidder fail to take up and pay for the Bonds when tendered in accordance with this Official Notice of Sale and said bid, said Deposit shall be retained as full and liquidated damages to the Village caused by failure of the bidder to carry out the offer of purchase. Such Deposit will otherwise be applied on the purchase price upon delivery of the Bonds. No interest on the Deposit will accrue to the purchaser.

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions:

Amalgamated Bank of Chicago
Corporate Trust
30 North LaSalle Street
38th Floor
Chicago, IL 60602
ABA (for wires only) # 071003405
Credit To: 3281 Speer Bidding Escrow
RE: Village of Northbrook, Cook County, Illinois
Bid for $8,765,000* General Obligation Refunding Bonds, Series 2024

Contemporaneously with such wire transfer, the winning bidder shall send an email to biddingescrow@aboc.com with the following information: (1) indication that a wire transfer has been made, (2) the amount of the wire transfer, (3) the issue to which it applies, and (4) the return wire instructions if such bidder is not awarded the Bonds. The Village and any bidder who chooses to wire the Deposit hereby agree irrevocably that Speer Financial, Inc. ("Speer") shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: (i) if the bid is not accepted, Speer shall, at its expense, promptly return the Deposit amount to such bidder; (ii) if the bid is accepted, the Deposit shall be forwarded to the Village; (iii) Speer shall bear all costs of maintaining the escrow account and returning the funds to the bidder; (iv) Speer shall not be an insurer of the Deposit amount and shall have no liability except if it willfully fails to perform, or recklessly disregards, its duties specified herein; and (v) no interest on the Deposit will accrue to the winning bidder.

The Village covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the Village for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter.

The Underwriter's obligation to purchase the Bonds shall be conditioned upon the Village delivering the Undertaking on or before the date of delivery of the Bonds.

The winning bidder shall provide a certificate, in form as set forth in **Exhibit A**, to evidence the issue price of each maturity of the Bonds, form of which certificate is available upon request.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the Village in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the Village in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

Bonds will be delivered to the successful purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be on or about June 11, 2024. Should delivery be delayed beyond sixty (60) days from the date of sale for any reason beyond the control of the Village except failure of performance by the purchaser, the Village may cancel the award or the purchaser may withdraw the good faith deposit and thereafter the purchaser's interest in and liability for the Bonds will cease.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the Village, shall constitute a "Final Official Statement" of the Village with respect to the Bonds, as that term is defined in the Rule. Any such addendum or addenda shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled "Final Official Statement" rather than through supplementing the Official Statement by an addendum or addenda. By awarding the Bonds to any underwriter or underwriting syndicate, the Village agrees that, no more than seven (7) business days after the date of such award, it shall provide, without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 50 copies of the Final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The Village shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the Village it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

**Subject to change.*

By submission of its bid, the senior managing underwriter of the successful bidder agrees to supply all necessary pricing information and any Participating Underwriter identification necessary to complete the Official Statement within 24 hours after award of the Bonds. Additional copies of the Final Official Statement may be obtained by Participating Underwriters from the printer at cost.

The Village will, at its expense, deliver the Bonds to the purchaser in New York, New York, through the facilities of DTC and will pay for bond counsel's opinion. At the time of closing, the Village will also furnish to the purchaser the following documents, each dated as of the date of delivery of the Bonds: (1) the unqualified opinion of Bond Counsel, that the Bonds are lawful and enforceable obligations of the Village in accordance with their terms; (2) the opinion of said attorneys that the interest on the Bonds is exempt from federal income taxes as and to the extent set forth in the Official Statement for the Bonds; and (3) a no litigation certificate by the Village.

The Village **does not** intend to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Village has authorized the printing and distribution of an Official Statement containing pertinent information relative to the Village and the Bonds. Copies of such Official Statement or additional information may be obtained from Mr. Steve Drazner, Chief Financial Officer/Treasurer, Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062 or an electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Debt Auction Center/Competitive Sales Calendar" from the Municipal Advisor to the Village, Speer Financial, Inc., 230 W. Monroe Street, Suite 2630, Chicago, Illinois 60606, telephone (312) 346-3700.

/s/ _____
President
Village of Northbrook
Cook County, Illinois

/s/ _____
Chief Financial Officer
Village of Northbrook
Cook County, Illinois

**Subject to change.*

Exhibit A

CERTIFICATE OF PURCHASER

The undersigned, on behalf of _____ (the *"Purchaser"*), hereby certifies as set forth below with respect to the sale and issuance of the $_____ General Obligation Refunding Bonds, Series 2024 (the *"Bonds"*), of the Village of Northbrook, Cook County, Illinois (the *"Village"*).

I. General

On the Sale Date, the Purchaser purchased the Bonds from the Village by submitting electronically an "Official Bid Form" responsive to an "Official Notice of Sale" and having its bid accepted by the Village. The Purchaser has not modified the terms of the purchase since the Sale Date.

II. Price

[3 Bids Received – Reasonably Expected Initial Offering Price.]

1. As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in *Exhibit A* (the *"Expected Offering Prices"*). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as *Exhibit B* is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

2. The Purchaser was not given an exclusive opportunity to review other bids prior to submitting its bid.

3. The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

[3 Bids Not Received – 10% Test.]

1. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Exhibit A*.

[2. With respect to each of the _____ Maturities of the Bonds:

(a) As of the date of this certificate, the Purchaser has not sold at least 10% of the Bonds of this Maturity at any price.

(b) As of the date of this certificate, the Purchaser reasonably expects that the first sale to the Public of an amount of Bonds of this Maturity equal to 10% or more of this Maturity will be at or below the Expected Sale Price listed on the attached *Exhibit A* (the *"Expected First Sale Price"*).]

[3 Bids Not Received – Hold-the-Offering-Price Rule Elected.]

3. Hold-the-Offering-Price Maturities

(a) The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in *Exhibit A* (the *"Initial Offering Prices"*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Exhibit B*.

(b) As set forth in the Official Notice of Sale and bid award, the Purchaser agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the *"Hold-the-Offering-Price Rule"*), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party ibution agreement, to comply with the Hold-the-Offering-Price Rule.

(c) No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

III. Defined Terms

[1. *"General Rule Maturities"* means those Maturities of the Bonds not listed in *Exhibit A* hereto as the *"Hold-the-Offering-Price Maturities."*]

[2. *"Hold-the-Offering-Price Maturities"* means those Maturities of the Bonds listed in *Exhibit A* hereto as the *"Hold-the-Offering-Price Maturities."*]

[3. *"Holding Period"* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (said fifth business day being _____, 2024), or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

4. *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

5. *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

6. A person is a *"Related Party"* to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *"Sale Date"* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

8. *"Underwriter"* means (i) any person that agrees pursuant to a written contract with the Village (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IV. Use of Representations

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Village with respect to certain of the representations and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion concerning interest on the Bonds, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Village from time to time relating to the Bonds.

IN WITNESS WHEREOF, I hereunto affix my signature, this ____ day of _____, 2024.

_____,
_____, _____

By:_____
Title: _____

EXHIBIT A

HOLD-THE-OFFERING PRICE MATURITY IF MARKED (*)	YEAR (DEC. 1)	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	EXPECTED OFFERING PRICE (% OF PAR)	FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)	EXPECTED FIRST SALE PRICE (% OF PAR)	INITIAL OFFERING PRICE (% OF PAR)	TOTAL ISSUE PRICE ($)
	2024							
	2025							
	2026							
	2027							
	2028							
	Total							

EXHIBIT B

PURCHASER'S BID

[EXHIBIT C

PRICING WIRE OR EQUIVALENT COMMUNICATION]

MOODY'S
RATINGS

Rating Action: Moody's Ratings assigns Aaa to Northbrook, IL's Series 2024 GO refunding bonds

14 May 2024

New York, May 14, 2024 -- Moody's Ratings (Moody's) has assigned a Aaa rating to the Village of Northbrook, IL's General Obligation Refunding Bonds, Series 2024 with an expected par amount of approximately $8.8 million. Moody's maintains the village's Aaa issuer rating and Aaa rating on outstanding general obligation unlimited tax (GOULT) debt. Following the sale, the village will have about $105.5 million in outstanding GOULT debt.

RATINGS RATIONALE

The Aaa issuer rating reflects the village's strong economic profile with full value per capita of $265,000 and median resident income that is 190% of the nation. Preliminary results for fiscal 2024 (April 30 year-end) indicate a modest general fund surplus, which will leave reserves around 70% of total annual revenue. Long-term liabilities are elevated for the rating category at 390%, but likely to moderate beyond the next few years from improved pension contribution practices.

The Aaa GOULT rating is at the same level as the issuer rating based on the village's full faith and credit pledge and availability of an unlimited property tax for debt service.

RATING OUTLOOK

Moody's does not assign an outlook to local government issuers with this amount of outstanding debt.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Not applicable

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Decline in reserves or net cash below 40%

- Increase in long-term liabilities above 500%

LEGAL SECURITY

The village GOULT bonds are supported by a full faith and credit pledge and the authority to levy a dedicated property tax unlimited as to rate and amount.

USE OF PROCEEDS

Proceeds from the Series 2024 bonds will refund a portion of the village's outstanding Series 2013A and Series 2013B bonds for net present value savings with no extension of final maturity.

PROFILE

The Village of Northbrook is located in Cook County (A1 stable) in northeastern Illinois (A3 positive), and is a suburb within the Chicago (Baa3 positive) metro area, approximately 20 miles northwest of the Loop. The village's estimated population is just under 35,000.

METHODOLOGY

The principal methodology used in this rating was US Cities and Counties Methodology published in November 2022 and available at https://ratings.moodys.com/rmc-documents/386953 . Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on https://ratings.moodys.com/rating-definitions .

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S&P Global
Ratings

RatingsDirect®

Summary:

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Related Research

Summary:

Northbrook Village, Illinois; General Obligation

Credit Profile		
US$8.765 mil GO rfdg bnds ser 2024 due 12/01/2036		
Long Term Rating	AAA/Stable	New
Northbrook Vill GO		
Long Term Rating	AAA/Stable	Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AAA' long-term rating to Northbrook Village, Ill.'s anticipated $8.7 million series 2024 general obligation (GO) refunding bonds.
- At the same time, we affirmed our 'AAA' rating on the village's existing GO debt.
- The outlook is stable.

Security

The village's unlimited ad valorem tax GO pledge secures its series 2024 bonds and its existing GO debt. Proceeds of the bonds will be used to refund portions of the village's existing series 2013A and 2013B bonds.

Credit overview

The 'AAA' rating reflects the strengths of Northbrook's local economy, highlighted by its extremely strong market value per capita and high incomes. Despite the village's large unfunded pension obligation associated with its public safety pension plans, we expect it to maintain its very strong budgetary flexibility given our opinion of management's skill in maintaining strong operations. Northbrook's economy is unique in that it has access to the large Chicago metropolitan statistical area (MSA), a significant retail base, a very desirable and growing residential sector, and many small-to-large businesses. Reflecting tax base growth and reassessments, the village posted a 16.2% increase in valuation in levy year 2022, the most recent year available. We note that it is undertaking a significant redevelopment project involving its shopping mall Northbrook Court, which will be converted into a mixed-use development featuring high-end retail and new residential properties.

The village's finances are characterized by surpluses most years with a healthy reserve. In fiscal 2023, Northbrook reported a 12.4% general fund surplus, which reflected a combination of strong income and corporate personal property tax replacement revenue, better-than-budgeted permit revenue, and robust interest income. Expenditures also outperformed budget in fiscal 2023 because of personnel vacancies. At the end of fiscal 2023 (year-end April 30), the village maintained 62.6% of general fund expenditures in reserve, or approximately $30 million.

For unaudited fiscal 2024, it expects to post a 1.9% general fund surplus after discretionary transfers to its capital projects fund and police and firefighter pension plans. The village's fiscal 2025 budget is balanced, with another general fund surplus anticipated. While its weak debt profile is aided, in our view, by its rapid amortization and low

debt as a percentage of market value, these strengths are offset by its large unfunded pension obligations. Specifically, the village's police and firefighters' pension plans were 57.6% and 53.5% funded at the end of fiscal 2023, respectively, with collective liabilities over $100 million. It has attempted to increase funding to its police and firefighters' plans with annual distributions out of general fund surpluses beyond its required annual contributions, a practice it has maintained in recent years and expects to continue.

We note that the village could issue an additional $7 million in GO debt during the two years for water and sanitary sewer projects and that it is a party to a loan with a bank that it entered in 2020, which we do not view as contingent liability risk.

The 'AAA' rating and stable outlook reflect our view of the village's:

- Very strong economic profile with access to the broad and diverse Chicago MSA, characterized by extremely strong wealth and income levels;
- Trend of general fund surpluses, reflecting operational flexibility and robust reserve levels, budgetary patterns that we anticipate will continue in the next few years;
- Large unfunded pension obligations associated its public safety pension plans and high annual pension costs; and
- Good financial management practices under our Financial Management Assessment, highlighted by a 40% reserve policy and a five-year annually-updated capital improvement plan, coupled with a strong institutional framework.

Environmental, social, and governance

The village proactively manages its cybersecurity risk with training exercises, 24/7 cyber risk monitoring, and an IT department headed by a chief information officer. In addition, unique among municipalities its size, it has developed a climate action plan. We view these efforts as positive governance and environmental factors. We also view Northbrook's social governance factors as being neutral.

Outlook

The stable outlook reflects our view of the village's trend of fiscal stability, economic growth, and very strong reserves, which we expect to continue. We do not expect to change the rating within the two-year outlook horizon.

Downside scenario

We could consider a negative rating action if Northbrook's operational performance weakens in a manner that leads to a material worsening of its budgetary flexibility. We could also do so if the village's fixed costs, including debt and pensions, increase significantly compared with expenditures and begin to affect its ability to maintain balanced operations.

Rating Above The Sovereign

Northbrook's GO debt is eligible to be rated above the sovereign because we believe the village can maintain better credit characteristics than the U.S. in a stress scenario. Under our criteria "Ratings Above The Sovereign--Corporate

And Government Ratings: Methodology And Assumptions" (published Nov. 19, 2013, on RatingsDirect), U.S. local governments are considered moderately sensitive to country risk. Northbrook has pledged its GO ad valorem unlimited tax revenue as the sole source of security on the bonds. This severely limits the possibility of negative sovereign intervention in the payment of the debt or in the operations of the village. The institutional framework in the U.S. is predictable for local governments, allowing them significant autonomy, independent treasury management, and no history of government intervention. Also, Northbrook has very strong financial flexibility, as its very strong budgetary flexibility and liquidity demonstrate.

Northbrook Village, IL -- Key credit metrics

	Most recent	Historical information		
		2023	2022	2021
Very strong economy				
Projected per capita EBI % of U.S.	190			
Market value per capita ($)	288,234			
Population			32,216	31,998
County unemployment rate(%)			5.0	
Market value ($000)	9,285,759	7,958,454	8,579,919	
Ten largest taxpayers % of taxable value	9.7			
Strong budgetary performance				
Operating fund result % of expenditures		12.4	5.2	(8.4)
Total governmental fund result % of expenditures		8.9	12.5	(6.1)
Very strong budgetary flexibility				
Available reserves % of operating expenditures		62.6	53.0	42.8
Total available reserves ($000)		29,926	22,968	19,083
Very strong liquidity				
Total government cash % of governmental fund expenditures		102	116	95
Total government cash % of governmental fund debt service		907	890	727
Strong management				
Financial Management Assessment	Good			
Weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		11.3	13.1	13.0
Net direct debt % of governmental fund revenue	125			
Overall net debt % of market value	2.5			
Direct debt 10-year amortization (%)	73			
Required pension contribution % of governmental fund expenditures		15.5		
OPEB actual contribution % of governmental fund expenditures		1.1		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- Credit Conditions North America Q3 2022: Credit Headwinds Turn Stormy, June 28, 2022
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019

Ratings Detail (As Of May 14, 2024)		
Northbrook Vill taxable GO bnds		
Long Term Rating	AAA/Stable	Affirmed
Northbrook Vill GO bnds		
Long Term Rating	AAA/Stable	Affirmed

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General Entity Information		
Illinois City	Current Senior Most Rating*	State
Arlington Heights, IL	Aa1	IL
Barrington, IL	Aa1	IL
Bartlett, IL	Aa1	IL
Batavia, IL	Aa1	IL
Bedford Park, IL	A3	IL
Bloomington, IL	Aa1	IL
Bolingbrook, IL	A2	IL
Brookfield, IL	A2	IL
Buffalo Grove, IL	Aa1	IL
Burbank, IL	A2	IL
Calumet Park, IL	Baa1	IL
Canton, IL	Baa2	IL
Carpentersville, IL	Aa3	IL
Cary, IL	Aa2	IL
Champaign, IL	Aaa	IL
Channahon, IL	Aa2	IL
Chicago Heights, IL	Baa1	IL
Chicago, IL	Baa3	IL
Collinsville, IL	Aa3	IL
Countryside, IL	Aa2	IL
Darien, IL	Aa2	IL
Decatur, IL	A2	IL
Deerfield, IL	Aaa	IL
Dekalb, IL	A1	IL
Des Plaines, IL	Aa2	IL
East Dundee, IL	A3	IL
East Moline, IL	Baa2	IL
Elmwood Park, IL	A1	IL

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Evanston, IL	Aa2	IL
Flora, IL	Baa2	IL
Forest Park, IL	Ba1	IL
Fox Lake, IL	Aa2	IL
Freeburg, IL	A1	IL
Galesburg, IL	A1	IL
Geneva, IL	Aa1	IL
Glen Carbon, IL	Aa2	IL
Glendale Heights, IL	Aa3	IL
Glenview, IL	Aaa	IL
Glenwood, IL	A2	IL
Highland Park, IL	Aaa	IL
Highland, IL	Aa3	IL
Hoffman Estates, IL	A1	IL
Kenilworth, IL	Aaa	IL
Kildeer, IL	Aaa	IL
La Grange, IL	Aa1	IL
Lake Barrington, IL	Aa1	IL
Lake Bluff, IL	Aaa	IL
Lake Forest, IL	Aaa	IL
Lake Villa, IL	Aa3	IL
Lake-In-The-Hills, IL	Aa2	IL
Lansing, IL	Baa1	IL
Lemont, IL	Aa2	IL
Libertyville, IL	Aa1	IL
Lincolnwood, IL	Aa2	IL
Lisle, IL	Aa1	IL
Macomb, IL	Aa3	IL
Mahomet, IL	Aa2	IL
Marion, IL	Aa3	IL
Mc Henry, IL	Aa2	IL
Melrose Park, IL	A2	IL
Moline, IL	A1	IL
Monee, IL	Aa3	IL

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Montgomery, IL	Aa3	IL
Morris, IL	Aa2	IL
Morton Grove, IL	A1	IL
Mundelein, IL	Aa3	IL
Naperville, IL	Aaa	IL
New Lenox (Township of), IL	Aa3	IL
Niles, IL	Aa2	IL
Normal, IL	Aa1	IL
North Barrington, IL	A1	IL
North Riverside, IL	Baa2	IL
Northbrook, IL	Aaa	IL
Oak Lawn, IL	Ba2	IL
Oak Park, IL	Aa3	IL
Orland Park, IL	Aa1	IL
Oswego, IL	Aa2	IL
Ottawa, IL	A3	IL
Palos Park, IL	Aa2	IL
Park Forest, IL	A2	IL
Park Ridge, IL	Aa2	IL
Peoria, IL	A2	IL
Peru, IL	Aa3	IL
Plainfield, IL	Aa1	IL
Prospect Heights, IL	Aa3	IL
River Forest, IL	Aa2	IL
Rock Island, IL	A3	IL
Rockford, IL	A3	IL
Romeoville, IL	Aa2	IL
Rosemont, IL	Baa2	IL
Round Lake Beach, IL	Aa2	IL
Round Lake, IL	Aa2	IL
Schaumburg, IL	Aa1	IL
Schiller Park, IL	Aa3	IL
Skokie, IL	Aa2	IL
South Elgin, IL	Aa2	IL

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South Holland, IL	Aa3	IL
Springfield, IL	A2	IL
St. Charles, IL	Aa1	IL
Vernon Hills, IL	Aaa	IL
Wauconda, IL	Aa2	IL
Waukegan, IL	A2	IL
West Dundee, IL	Aa3	IL
Westchester, IL	A2	IL
Western Springs, IL	Aa2	IL
Wilmette, IL	Aaa	IL
Winfield, IL	Aa2	IL
Winnetka, IL	Aaa	IL
Woodridge, IL	Aa1	IL
Total Cities Rated	109	
% Rated Aaa	12%	

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2) For any credit rating referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

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Moody's credit ratings		
Investment grade		
Rating	**Long-term ratings**	**Short-term ratings**
Aaa	Rated as the highest quality and lowest credit risk.	**Prime-1** Best ability to repay short-term debt
Aa1	Rated as high quality and very low credit risk.	
Aa2		
Aa3		
A1	Rated as upper-medium grade and low credit risk.	
A2		**Prime-1**/**Prime-2** Best ability or high ability to repay short term debt
A3		
Baa1	Rated as medium grade, with some speculative elements and moderate credit risk.	**Prime-2** High ability to repay short term debt
Baa2		**Prime-2**/**Prime-3** High ability or acceptable ability to repay short term debt
Baa3		**Prime-3** Acceptable ability to repay short term debt
Speculative grade		
Rating	**Long-term ratings**	**Short-term ratings**
Ba1	Judged to have speculative elements and a significant credit risk.	**Not Prime** Do not fall within any of the prime categories
Ba2		
Ba3		
B1	Judged as being speculative and a high credit risk.	
B2		
B3		
Caa1	Rated as poor quality and very high credit risk.	
Caa2		
Caa3		
Ca	Judged to be highly speculative and with likelihood of being near or in default, but some possibility of recovering principal and interest.	
C	Rated as the lowest quality, usually in default and low likelihood of recovering principal or interest.	

History of Moody's

Founding and early history

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Development and Planning Services Department Jonathan Mendel
Date: 2024-05-28
Subject: Preliminary Review of a Request for Zoning Relief for a Racquet Sports Facility at 2985 Shermer Road

Overview

The Applicant requests a consolidation of parcels, rezoning, special permit, parking variation, and site plan approval for a racquet sports facility. The Preliminary Review by the Village Board is a conceptual review for the Village Board to provide non-binding comments on a proposal prior to the applicant submitting to the Village a detailed application.

Fiscal Impact

N/A.

Recommendation

The Board is asked to comment on the proposal and approve a motion that the public hearing is conducted by the Plan Commission.

Background

On May 28, 2024, the Board of Trustees will conduct a preliminary review of an application filed by Kin Sports LLC (the “Applicant”) as potential owner, of a property commonly known as 2985 Shermer Road (the “Subject Property”), which is owned by Holy Apostolic Catholic Assyrian Church of the East Diocese of North America (the “Owner”). The Applicant is proposing to construct a new single story racquet sports facility with a parking lot on the Subject Property.

The Subject Property:

- is located on the northeast corner of Shermer Road (IDOT) and Old Willow Road (Municipal);
- is approximately 116,305 square feet (2.67 acres) in size and currently vacant land; consists of five parcels;
- is zoned R-1 Single Family District;
- the Comprehensive Plan’s Future Land Use designation is Industrial and Commercial Services;

- is surrounded by:
    - North: I-1 Restricted Industrial; warehouse facility
    - South: Public Land Use in Glenview; rear of NIPSTA Training Facility
    - East: I-1 Restricted Industrial; landscape contractor facility
    - West: I-2 Limited Industrial; industrial building
- is not located within the 100-year flood plain; and
- is not located in proximity to any areas identified in the Master Stormwater Management Plan.
- the Master Bicycle and Pedestrian Plan designates Shermer Road, west of the Subject Property as identified for a side path.

BACKGROUND INFORMATION

- In 2012, the Property Owner underwent preliminary review by the Board of Trustees requesting relief to allow the construction of a private ***outdoor soccer field*** and parking lot with 40 parking spaces on the Subject Property. The site would have been used exclusively for youths of the Church, and would have been an interim use until the church decided on a permanent use of the site. The proposal would have required a waiver to allow a gravel parking lot, a waiver of the requirement to screen the parking lot, and variations to reduce all required yard setbacks. The Board found the proposed use to require significant modifications to the plan and a term for how long the interim soccer field could remain. The applicant did not pursue a formal application for the use.
- In 2016, the Board of Trustees conducted a preliminary review for this Subject Property for a ***truck and trailer repair center***. The Board found the overall proposal/use and rezoning to be acceptable but had concerns regarding stormwater management, screening, truck access route, adequate parking and storage. The applicant did not file a formal application.

PROPOSED PLAN

- The Applicant, Kin Sports, LLC is proposing to acquire the property, construct and operate an indoor/outdoor racquet sports facility, and parking lot on the 2.67 acres Subject Property. The proposed use will be a sports facility offering padel and pickleball courts for play. Padel or pickleball facility is considered a physical fitness training facility per the Zoning Code, which is allowed as a special permit in the ICS Industrial and Commercial Services district. The Applicant is requesting a rezoning and special permit to allow physical fitness training facility in the ICS district. The attached narrative from the Applicant provides a detailed description of the proposed use for the Subject Property.
- There will be one curb-cut with a two-way drive aisle access to the proposed development from Old Willow Road, furthest from the intersection. There is no curb-cut proposed on Shermer Road. Street parking is restricted on Old Willow Road, however, it is allowed on the west side of Shermer Road. The site plan is attached.
- A single-story 43,000 square feet (approx.) rectangular building is setback from the right-of-way and flanked by an outdoor padel court area with perimeter netting to the north and the parking lot to the east of the site. The Applicant has submitted renderings showing the proposed design, which is attached.
- The proposed racquet sports facility will offer 13 padel courts (9 indoor and 4 outdoor

courts), and two indoor pickleball courts on the Subject Property. Some of the other amenities include a small table sports area with two tables; sitting and waiting lounge area near the indoor courts; bleachers near one indoor and one outdoor court; juice bar/café with seating area; shower/restroom/locker area; retail shop (560 sf approx.) and lobby/reception area.

- Staff and coaches offering individual and group programming shall run the facility. The program and services consist of open play sessions (based on a reservation system), and private and group lessons. The lessons would be offered to children and youth between the ages of 4 – 15 years of age and adults. There would be a maximum of two courts occupied for lessons at any time with a maximum of five participants and one trainer. The maximum occupancy for a normal play session per court would be four people. The peak employee count for the facility would be seven. The Applicant has submitted a breakdown of peak occupancy table for the different areas within the facility, which is attached.
- The proposed hours of operation include 7:00am to 11:00pm, seven days a week. The Applicant states the anticipated peak hours of operation would include 5:30pm to 10:00pm on weekdays, and 9:00am to 4:00pm on weekends.
- The facility will host special private and corporate events. The details for such events is included in the narrative. The Applicant has stated that for such events a portion of the facility will be cordoned off from general entry and the attendance capacity for such events would not exceed the design capacity of such space.
- The Applicant states that the drop-off/pick-up policy for the facility would be parents or guardians park within the parking lot, accompany their children and check-in with staff.
- The parking requirement for physical fitness training facility is 1 space per 3 persons of design capacity. The property has proposed 72 parking spaces on-site. Based on the peak occupancy information for the property, a total of 75 parking spaces would be required. Parking variation is discussed in detail later in the report.
- An indoor trash enclosure facility is proposed in the southwest corner of the building, which is in close proximity to the showers; restrooms; and café area.
- A landscape open space is shown on the site plan along the entire perimeter of the Subject Property at varying yard depth. A garden with landscape material is also shown along Old Willow Road. A preliminary landscape plan review will be required at the time of formal application.
- A stormwater detention area is shown on the site plan on the south side of the property, along the Old Willow right-of-way. Stormwater detention requirements will be reviewed during the formal application review.
- No signage information for the proposed development has been submitted at this time, and will be reviewed at the time of formal application.

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal can be found in the attached Sustainability Addendum, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

ZONING RELIEF

- Consolidation of five parcels;
- Rezone from R-1 Single Family Residential District to ICS Industrial and Commercial Services District;
- Special Permit for Physical Fitness Facility (SIC No. 7991.00) in ICS District;
- Parking Variation;
- Loading space variation from 1 to 0; and
- Site Plan Approval.

Rezoning: The Applicant is requesting to rezone the Subject Property from R-1 district to ICS district. The Comprehensive Plan identifies the Subject Property for Industrial and Commercial Services land uses, which includes “indoor sports activities”. The properties to the north and east of the Subject Property are zoned I-1 district. A physical fitness facility is a special permit use in the ICS district. The proposed preliminary site plan appears to comply with the bulk requirements of the ICS district. There are five parcels that constitute the Subject Property, which will have to be consolidated through a Plat of Consolidation.

Parking: There are 72 parking spaces proposed in the parking lot for the Subject Property. The parking requirement for a physical fitness facility is 1 space per 3 design capacity. Based on the information provided by the Applicant regarding peak occupancy based on design capacity and number of employees, a total of 75 parking spaces would be required per requirements of the Zoning Code. Although calculations show that there will be a deficit of three parking spaces based on the requirements, based on the design of the parking lot, staff has calculated a total deficit of 17 parking spaces, accounting for landscape islands and ADA parking requirement. Therefore, based on the proposed plan a 23% parking variation (approximately) will be required, where a maximum of 25% can be requested. A detailed review will be done at the time of formal application.

During the review of a formal application by the Applicant, additional relief maybe identified upon detailed review.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

- Is the proposed racquet sports facility an appropriate use on the Subject Property?
- Is it appropriate to consolidate five parcels into one lot of record?
- Is it appropriate to rezone the property from R-1 District to ICS District?
- Is it appropriate to grant a special permit for physical fitness facility in the ICS District?
- Is it appropriate to grant variations to reduce the requirement for:
    1. parking (17 spaces or 23% deficit); and
    2. loading space from 1 to 0;
- Are there any specific concerns the Board has regarding the overall project design such as:
    1. the layout of the development;
    2. the buffers being provided along the periphery;

3. access to the site from the streets;
4. outdoor play area?

- Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

The Applicant and staff will attend the May 28, 2024 Board of Trustees meeting to answer any questions.

Exhibit A - 2985 Shermer - Application & Narrative.pdf
Exhibit B - 2985 Shermer - Site Plan & Rendering.pdf
Exhibit C - 2985 Shermer - Application Summary, Aerials, Site Photo.pdf
Exhibit D - 2985 Shermer - Sustainability Addendum.pdf
Exhibit E - 2985 Shermer - BOT 5-28-24.pdf

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: Holy Apostolic Catholic Assyrian Church of the East Diocese of North America

Primary Contact: Albert Youna, Executive Board President

Address 901 N. Miwaukee

City, State, Zip Glenview, IL 60025

Phone No. 847-486-7522

Email

Applicant Information

Legal Name Kin Sports, LLC

Primary Contact: Alexander Vainberg

Company Kin Sports, LLC. DBA: React Padel

Address 313 W Wolf Point Plz. 3209

City, State, Zip Chicago, IL, 60654

Phone No. 310-488-6918

Email alex@reactpadel.com

Property Information

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

Site Location/Address: 2985 Shermer Road, Northbrook, IL. 60062

Size of Property: 116,305.2 sq ft / 2.67 acres (square feet/acres)

Size of Building Space, if applicable: 43,085.40 sq ft building & 19,790.54 sq ft outdoor area (square feet)

Current Zoning[1]: R1-Residential

Current Use of the Property: None. Vacant Land.

[1] www.northbrook.il.us/zoningmap

OVER →

Mar Gewargis Cathedral
7201 N. Ashland
Chicago, IL 60626
Ph (773) 465-4777

Mar Sargis Parish
1850 W. Cuyler
Chicago, IL 60613
Ph (773) 248-0052

St. Mary's Parish
660 Larson Lane
Roselle, IL 60172
Ph (630) 295-5977

St. John's Parish
1421 W. Lawrence
Chicago, IL 60640
Ph (773) 271-1116

St. Andrew's Parish
901 N. Milwaukee
Glenview, IL 60025
Ph (847) 486-7522

April 8, 2024

"To whom it may concern.

I, Albert D. Youna duly elected President of the executive board for the Holy Apostolic Catholic Assyrian Church of the East Diocese of North America as property owner authorize the Mr. Alex Vainberg and representatives to communicate with the Village of Northbrook regarding a change in zoning for the vacant land located at 2985 Shermer Road Northbrook, IL."

Thank you,

Albert Youna,
Executive Board President
Holy Apostolic Catholic Assyrian
Church of the East Diocese of North America

May 14, 2024

Village of Northbrook Department of Planning
Attn: Swati Pandey 1225 Cedar Lane Northbrook, Illinois 60062
RE: Padel and Pickleball Center Project

Dear Mrs. Pandey,

Kin Sports, LLC is proposing to build a 43,000 sq ft indoor racquet sports facility with an adjoining 19,800 sq ft outdoor area, located on a 2.67 acre property at approximately 2985 Shermer Road in Northbrook, Illinois. The site consists of 5 parcels, wholly owned by the Holy Apostolic Catholic Assyrian Church of the East Diocese of North America. The parcels are vacant land not currently in use.

The developer is proposing to combine these 5 parcels to build a full service racquet club. The main structure will be a 43,000 sq ft single floor building with concrete and rubber flooring. It will house 2 pickleball courts and 9 padel courts. The building will consist of a steel structure, and have a combination of concrete and steel panel exterior finishes. Unobstructed ceiling heights will be approximately 45 ft at maximum height. Attached to the building is a 17,294 sq ft outdoor area, surrounded by tall perimeter netting and landscaping, with 4 additional padel courts to be used during warm months. The outdoor location is on the eastern boundary of the site and should not cause any disturbance, as it is surrounded by a building to its north, Bartlett Tree Service to its east, and the parking lot to its south. Compared to other racquet sports, padel produces minimal noise and significantly fewer errant balls.

The remainder of the site, outside of the main buildings and the outdoor courts, will consist of a surface parking lot containing 72 spaces, a 4,360 sq ft stormwater detention area, and greenery/landscaping. It is anticipated that the facility will require a maximum of 3 parking spaces per court during peak hours, totaling 45 spaces when all 15 courts (11 indoor and 4 outdoor) are in use. Parking need estimations are based on information obtained from owners of similar facilities in major suburban areas in the US.

The hours of operation of the facility will be 7:00 am to 11:00 pm, seven days per week. Primary usage will occur from 5:30 pm to 10:00 pm on weekdays, and from 9:00 am to 4:00 pm on weekends. Occupancy is expected between 30 and 100 people every 2 hours based on programming and estimated court usage and spectators. The facility will employ 4 full time positions in the club manager, head of sports, and 2 trainers, and up to 4 part time positions for facility operations and upkeep.

The club will offer a range of services and amenities. Most of the playing time will be reserved for pay-to-play sessions, booked through our online system, alongside private and group lessons, open play, tournaments, and events. Amenities include a juice bar/café serving healthy snacks and smoothies, bathrooms, locker rooms with showers, a pro shop, and seating for players and visitors/spectators.

The location of the club is ideal, as the relatively low trafficked Shermer Road can easily handle the anticipated traffic flow, and the low density light industrial surrounding areas will be unaffected by this use. Furthermore, this new facility will enhance the recreational character of the area, complementing nearby establishments like the Dugout and North Shore Sports Center (formerly Athletico), which offer similar, non-competing services.

Padel (pronounced *padél*) is a blend of tennis and squash, played primarily in Europe and Latin-America, and is rapidly expanding in cities like Miami, New York, Austin, and San Francisco. According to *Google Trends*, the sport is more popular in the U.S. than squash, racquetball, platform/paddle tennis, and is globally more popular than pickleball. Currently, the only padel facility in Illinois is in Mundelein, with an additional four courts planned for the newly approved Dome renovation project in Highland Park. The team behind Kin Sports has decades of experience as professional players and owner/operators of clubs and major tournaments in Spain, and as seasoned executives in the real estate and consumer goods industries.

Overall, this padel and pickleball center will be a tremendous asset to Northbrook and surrounding communities that will meet the existing demand from pickleball enthusiasts for premium indoor courts, and will serve as the regional leader in the burgeoning padel market.

Sincerely,
Alex Vainberg
Cofounder— Kin Sports LLC

Archived: Tuesday, May 14, 2024 3:41:46 PM
From: Alex Vainberg
Sent: Tuesday, May 14, 2024 3:40:05 PM
To: Pandey, Swati
Cc: George Toscas; Kohlstedt, Michaela; Carr, Nya
Subject: Re: Sports Facility Project - 2985 Shermer Rd
Importance: Normal

Hi Swati,

Resending answers to the question about pick up/ drop off with clarified language. Thanks.

1. Drop-Off Procedures:
Time: Children should be dropped off no earlier than 15 minutes before their scheduled clinic time.
Procedure: Parents or guardians will park their car and accompany their child to the check-in area (lobby of the club) where a staff member will register the child's arrival.
Late Arrival: If a child arrives more than 10 minutes late, they may be refused participation for that day to avoid disruption.
2. Pick-Up Procedures:
Time: Children must be picked up immediately after their clinic session ends. A grace period of 15 minutes will be provided.
Procedure: Parents or guardians must sign out their child with the staff member at the check-in area. Children will only be released to individuals listed on the child's approved pick-up list.
Identification: Parents or guardians should be prepared to show photo ID during pick-up to verify their identity if requested.
Late Pick-Up: In the event of a late pick-up, staff will contact the parent or guardian. Repeated late pick-ups may result in a review of the child's enrollment in the clinic.
3. Emergency Procedures:
In case of an emergency, clinic staff will contact parents or guardians immediately using the contact information provided at registration.
Parents must ensure that all contact information remains up-to-date and accurate.

Archived: Thursday, May 2, 2024 3:41:11 PM
From: Alex Vainberg
Sent: Thursday, May 2, 2024 10:06:57 AM
To: Pandey, Swati
Cc: George Toscas; Kohlstedt, Michaela; Carr, Nya
Subject: Re: Sports Facility Project - 2985 Shermer Rd
Response requested: Yes
Importance: Normal
Attachments:
Kin Sports LLC - Sketch Plan - Preliminary Review Application-compressed.pdf Kin Sports LLC - Narrative Preliminary Review Application.pdf

---

Hi Swati,

Please see responses as well as attached updated plans & narrative below. We added some parking, excluded seating area and took away a few stands. In hindsight and based on our experience, this much seating and lounge space is unnecessary for the use we expect, which will be overwhelmingly just players on courts.

Total Capacity & Parking:
The total design capacity of the new plan is 212 + 7 peak time employees = 219 total design capacity which necessitates 73 parking spots. The new plan includes 15 new parking spots for a total of 72 spots, which is well above the 55 that would be required with the 25% variance in mind.

Design Capacity:

Area	Number	Design Capacity
Padel Court	13	52
Pickleball Court	2	8
Table top	2	4
Juice Bar/Café	1	64
Lobby	1	4
Sitting Lounge seats	1	18
Sitting Lounge Stands	1	8
Waiting Lounge	1	16
Main Lounge Stands	1	8
Padel Court #13 stands	2	30

1. Table Top: we have included just 2 tables, and updated the count per table to 2 (since only 2 people can play ping pong at a time)
2. Juice Bar/ Café: We excluded a few tables from the space. Based on our experience, seating for 64 is more than sufficient to meet the needs of this amenity.
3. Sitting Lounge seats: We excluded a few tables. There is more than sufficient space throughout the club for this purpose based on our experience and expectations.
4. Waiting Lounge seats and stands: We excluded the waiting lounge stands. We took away a few tables. Again there is more than sufficient space throughout the club for this purpose based on our experience and expectations.
5. Padel #13 stands: we rotated the court and placed just two stands where the spectator view is more appealing.

Employee Count:
The total number of employees at peak time is 7.
- (1) General Manager
- (1) Head coach
- (2) Trainers

- (1) Front Desk
- (1) Café service
- (1) Custodial/operations

Events:
Special events will comprise private/ corporate events that will take over an allotted portion of the club. The space the events will take will not be additive to or exceed the capacity of the club. In other words, for example, a typical event would look as follows: cordon off and take over of Padel courts 1, 2, 3, 8 & 9 as well as the waiting lounge, sitting lounge, and table sports area. The design capacity of that space is at (20) players and (46) loungers, for a total of (66) people. We would not allow the event to exceed that size, and since those courts are already reserved no other player/lounger could add to that occupancy without already being a part of the event.

Please let me know if you have any follow up questions.

Thanks.
Alex Vainberg

Archived: Monday, May 13, 2024 11:22:42 AM
From: Alex Vainberg
Sent: Thursday, May 9, 2024 4:49:03 PM
To: Pandey, Swati
Cc: George Toscas; Kohlstedt, Michaela; Carr, Nya
Subject: Re: Sports Facility Project - 2985 Shermer Rd
Response requested: No
Importance: Normal

Hey Swati,

Please see answers to your questions below.
Hard copies of materials are on their way and should arrive by tomorrow 10:00 AM at the latest. Fedex tracking number for that is: 776299678112.

1. What is the age range of group lessons? (If classes for children would be offered then there will be additional questions regarding drop-off/pick-up, etc.)

Ages ranges:

- Kid Clinics: 4-8 year olds
- Junior Clinics: 9-14 year olds
- Adult Clinics: 15+

2. How many classes would run simultaneously for group lessons? How many courts would simultaneously hold lessons?

- No more than 2 classes will run simultaneously (1 court per clinic).

3. How many participants per court (class size)?

- Clinic sizes will not exceed 5 participants

4. Ratio of coaches/trainers per court/class?

- Max ratio of 1:5.

5. Would the classes be back to back?

- No, clinics have a gap of at least 30min at minimum.

Best,
Alex Vainberg

On Mon, May 6, 2024 at 4:47 PM Alex Vainberg <alexvainberg97@gmail.com> wrote:

> Received both messages and will work on them. You'll have them before their due dates.
>
> Thanks Swati.

4. Will there be any shade or canopy in the exterior area?

- We had not considered this since the outdoor area will be used mostly for playing, and visitors/spectators would likely hang out more in the indoor amenities space. When non-players are around they would likely be in the stands watching a game on court 13. We are not against adding some kind of hut or shading to part or all of the area if it is deemed worthwhile.

5. Why is padel court accounted for 3 people per court? What is the maximum number of people that can play at the same time on the court?

- A standard padel game is played in a 1x1 or 2x2 fashion. The reason we estimate 3 parking lots per court at peak hours is 1) it is unlikely 100% of courts will be occupied at any given time (75% is what we expect at high hours) and 2) carpooling is very common. This is based on estimates from similar clubs we've spoken to and our own experience.

8. Provide additional details regarding tournaments and special events:

What type of special events will the facility host? How many maximum events are expected in a year?

- The facility is expected to host corporate and holiday events, birthday parties, fundraisers and other gatherings where a section of the facility will be cordoned off for a single party for an allotted period of time. We expect no more than 2-3 of these events a month and will not be providing any catered food/drink ourselves.

- Open play, recreational tournaments, league games, and group classes will be a regular feature of weekly club programming as is typical in most racquet facilities.

.

Are the tournaments held for the club members; community; nationwide; etc. Explain details.

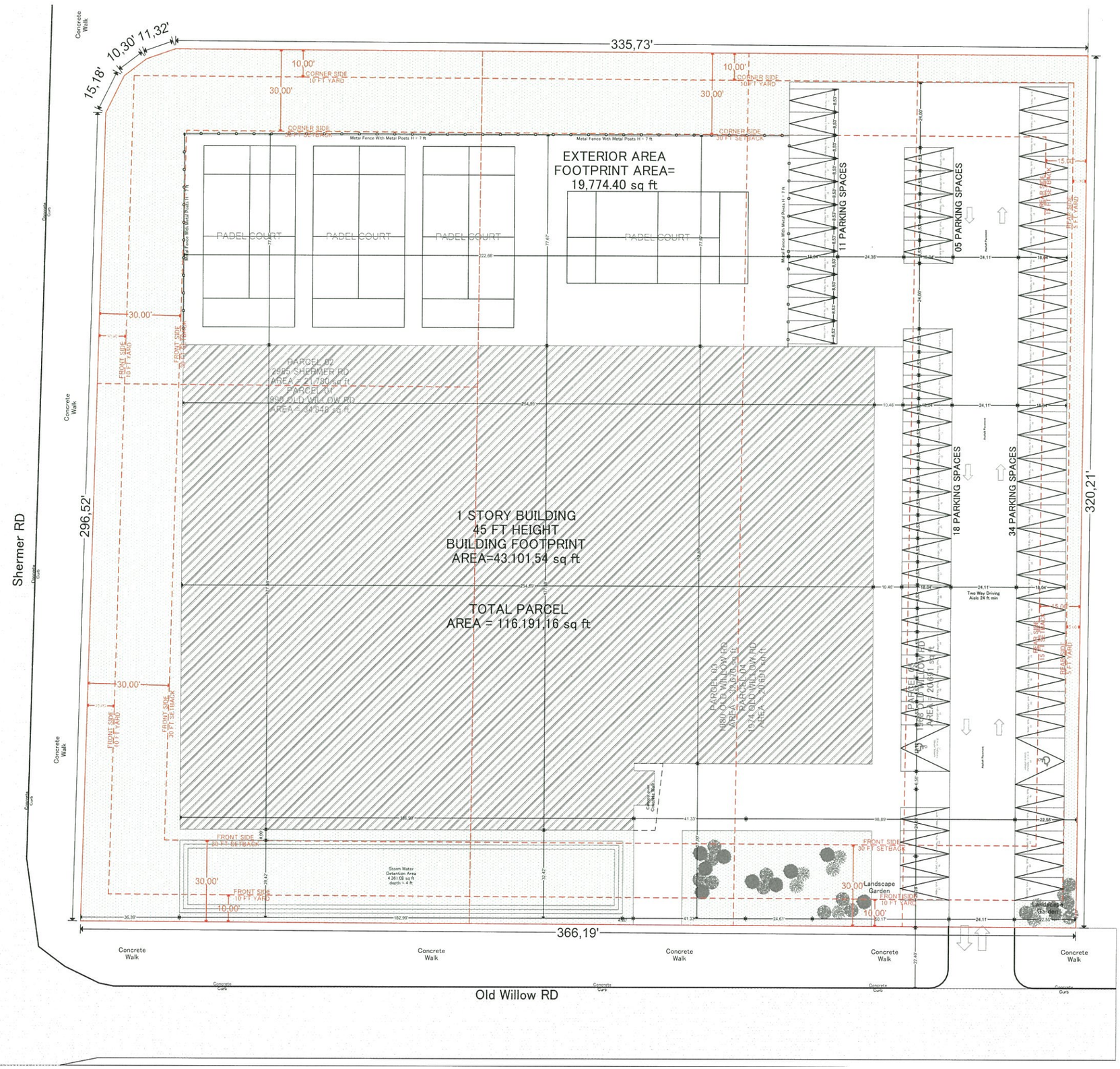
- There are two kinds of tournaments typically run at padel clubs.

    - The first and most common is a recreational tournament

where anyone can sign up with
a partner and play for a chance to win in a standard bracket style competition. These are usually categorized by age, gender, and level of play for fair outcomes. We expect to run no more than one of these a month, depending on community size and appetite.

-

The second and much less common is a professional tournament, where teams must qualify
with national or international bodies, and play for a large prize pool. We do not expect to host any professional tournaments at the club.



SITE LOCATION MAP



LEGEND

EXISTING		PROPOSED
	FLARED END SECTION	
	STORM MANHOLE	
	STORM INLET	
	CATCH BASIN	
	FIRE HYDRANT	
	VALVE AND VAULT	
	VALVE BOX	
	B BOX	
	SANITARY MANHOLE	
	STREET LIGHT	
	STORM SEWER	
	WATERMAIN	
	SANITARY SEWER	
	CONTOUR	
	FENCE	

T/F = TOP OF FOUNDATION
F/F = FINISHED FLOOR ELEVATION
G/F = GARAGE FLOOR ELEVATION
L/O = LOOKOUT ELEVATION
XXX.XX = FUTURE T/C
XXX.XX FUTURE E/P

SITE AREA STATISTICS

SITE AREA STATISTICS

TOTAL LOT AREA	**116.191**	**sf**	**2,67**	**ac**	**100%**
BUILDING	43.102	sf	0,99	ac	37,10%
PAVEMENT	44.811	sf	1,03	ac	38,57%
GREENSPACE	28.278	sf	0,65	ac	24,34%

72 Parking Spaces including 2 HC stalls

	FT2
TOTAL BUILT AREA	43101,54
AMENITIES AREA	4598,54
PARKING AREA	22196,12
SIDEWALK AREA	5320,54
EXTERIORS AREA	17294,24
LANDSCAPING	28278,47

INDOOR PADEL COURTS	9
OUTDOOR PADEL COURTS	4
INDOOR PICKLEBALL COURTS	2
TOTAL PARKING SPACES	72

DESIGN CAPACITY - PARKING REQUIREMENTS			
AREA	NUMBER	UNIT	DESIGN CAPACITY
Padel Court	13	4	52
Pickleball Court	2	4	8
Table top	2	4	8
Juice Bar / Cafe	1	per seatings	64
Lobby	1	per seatings	4
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Sitting Lounge Stands	1	per seatings	8
Waiting Lounge	1	per seatings	16
Main Lounge Stands	1	per seatings	8
Padel Court #13 Stands	2	per seatings	30
TOTAL DESIGN CAPACITY			216
PARKING REQUIREMENTS (1/3 OF TOTAL DESIGN CAP)			72
MINIMUM PARKING REQUIREMENTS (25% FLEX)			54

ZONING CODE SUMMARY

BULK, SPACE, AND YARD REQUIREMENTS	ICS
A. Maximum Height (whichever is less)(10)	
1. Feet	45
2. Stories (1)	3
B. Minimum Lot Area and Dimensions (9)	

BULK, SPACE, AND YARD REQUIREMENTS	ICS
1. Total Lot Area (square feet) (10)	
a. Planned Development	120,000
b. All Other Uses	40,000
2. Lot Width (feet)	100
3. Lot Depth (feet)	125
C. Minimum Yard & Setback Requirements (2) (3) (4) (5) (6) (7) (9)	
1. Front and Corner Side (feet) (8)	
a. Yard	10
b. Setback	30
2. Interior Side (feet)	
a. Yard	5
b. Setback - 10% of lot width, but not less than 10 feet nor more than 25 feet	
3. Rear (feet)	
a. Yard	5
b. Setback	15
D. Maximum Floor Area Ratio	.50

SHEET # **A.02/03**

LOCALIZATION
NORTHBROOK IL

PROJECT
react

ADDRESS
2985 Shermer Rd,
Northbrook, IL 60062

CONTENT

SITE PLAN

Scale. 1:450

NOTES

All measurements will be verified.

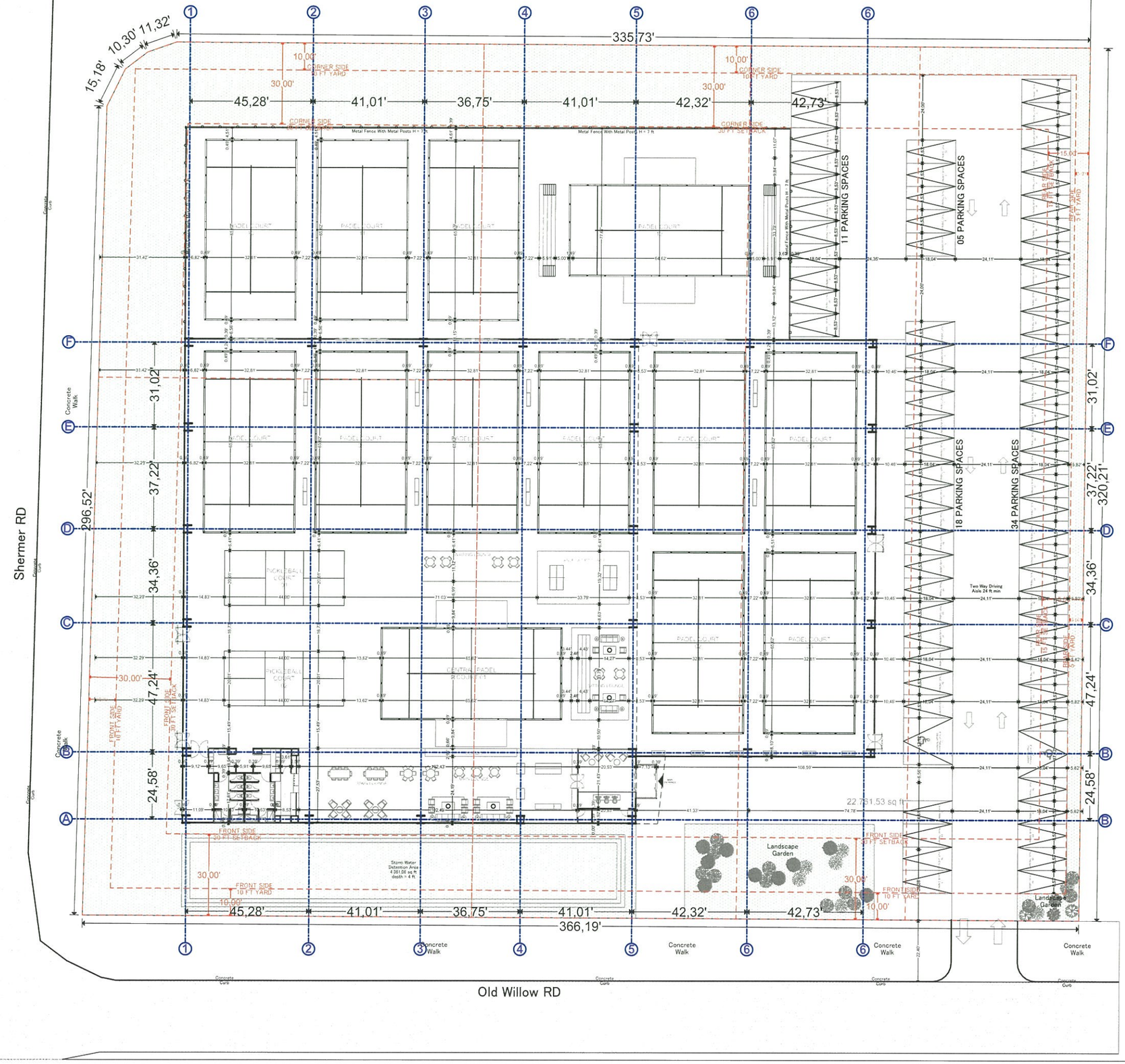
The furnishing and flooring textures are merely graphical representations to enhance understanding of the livability of the spaces; at no point do they constitute an obligation for provision by the developer.

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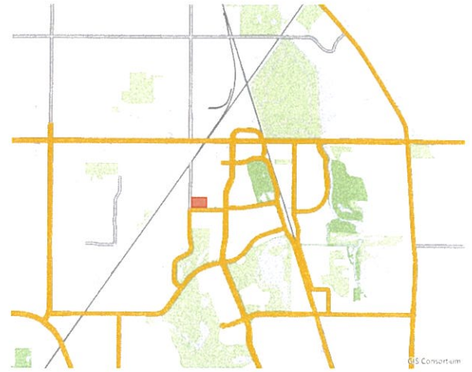
May 2024

ARCHITECT

SHEET # **A.02/03**



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	FIRE HYDRANT	
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D. Maximum Floor Area Ratio	.50

SHEET #
A.01/03

LOCALIZATION
NORTHBROOK IL

PROJECT
react

ADDRESS
2985 Shermer Rd,
Northbrook, IL 60062

CONTENT
LOWER LEVEL FLOOR PLAN

Scale. 1:450

NOTES

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May 2024

ARCHITECT

SHEET #
A.01/03



SHEET #

A.03/03

LOCALIZATION
NORTHBROOK IL

PROJECT

react

ADDRESS

2985 Shermer Rd,
Northbrook, IL 60062

CONTENT

AREAS

Scale. 1:450

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May 2024

ARCHITECT

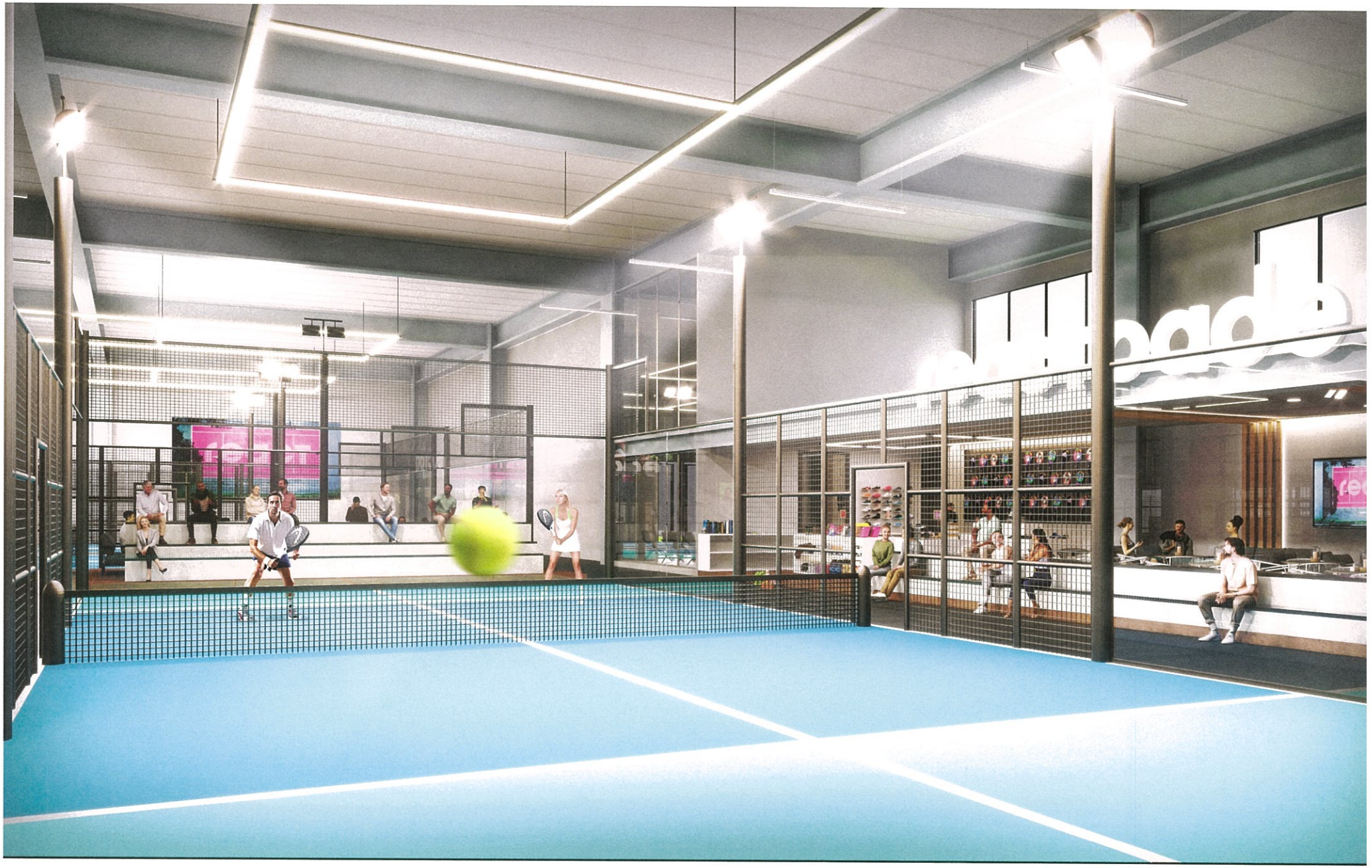
SHEET #

A.03/03

547


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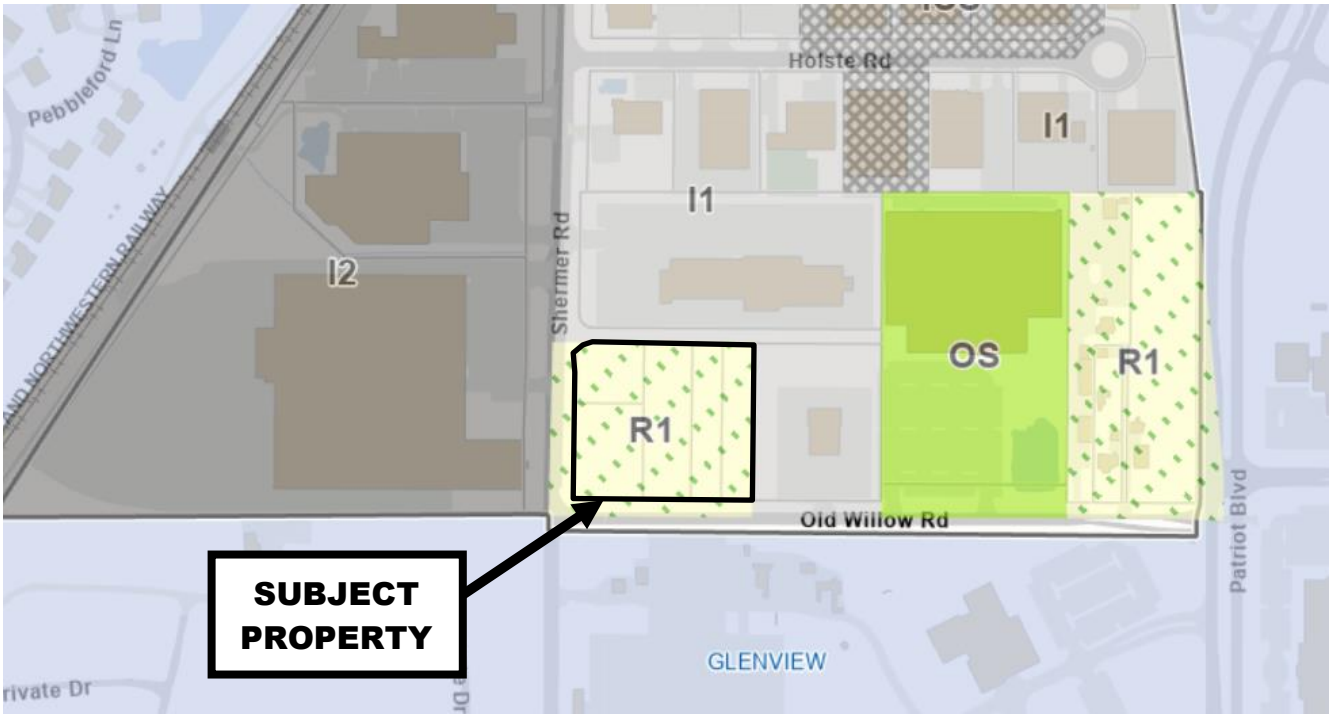



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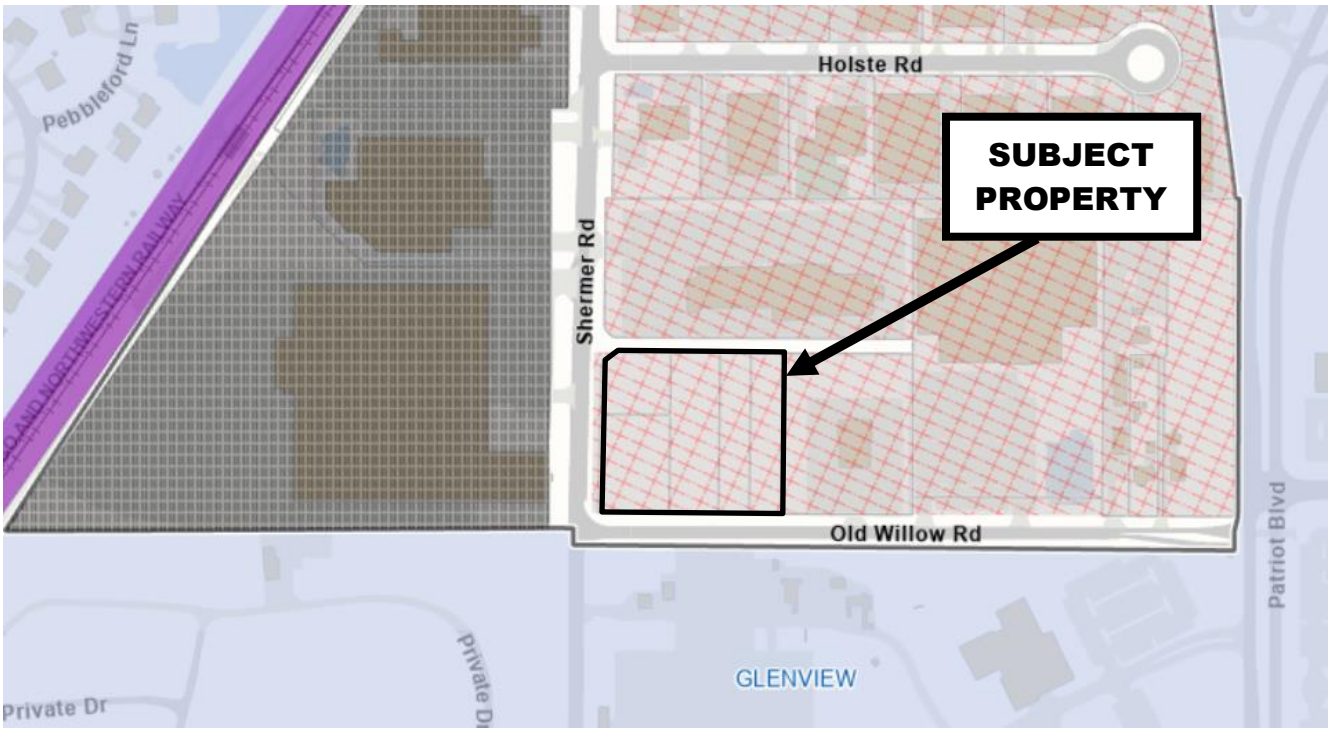
PRELIMINARY REVIEW
PRE-24-07: 2985 SHERMER ROAD
APPLICATION SUMMARY

Applicant:	Kin Sports LLC
Site Location:	2985 Shermer Road
Requested Action:	Consolidation of parcels; Rezone from R-1 to ICS; Special Permit for Physical Fitness Facility; Parking Variation; Loading Space Variation; Site Plan Approval.
Proposal:	Construct a new indoor/outdoor racquet sport facility with parking lot.
Existing Zoning & Land Use:	R-1 Single Family Residential District; Vacant Land
Surrounding Zoning & Land Use:	North: I-1 Restricted Industrial; warehouse facility South: Public Land Use in Glenview; part of NIPSTA Training Facility East: I-1 Restricted Industrial; landscape contractor facility West: I-2 Limited Industrial; industrial building
Comprehensive Plan Designation:	Industrial and Commercial Service

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
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area

GISConsortium | 2985 Shermer



Legend

0 500 1000 ft

Print Date: 5/7/2024

Notes

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

GISConsortium | 2985 Shermer



Legend

0 150 300 ft

Print Date: 5/7/2024

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STOP

MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Kate Carney, Sustainability Coordinator
cc: Swati Pandey, Senior Planner
Date: April 30, 2024
Subject: PRE-24-07: 2985 Shermer – Sport Facility – Sustainability Addendum to Staff Report

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

Transportation and Land Use
In the Transportation and Land Use section of the CAP, recommendations are made to enhance active mobility and fossil fuel-free transit:

TL 3- 1 Consider identifying locations where bike parking facilities could be installed on site.

TL 5- 8 Consider installing EV charging stations for patron use. If this will not be realized, consider including capabilities for future electric vehicle charging installation. This could include conduit, wiring, electrical service panels, and power capacity near parking areas, terminated in outlets or junction boxes to meet demand for at least 2 EV charging ports.

TL 7- 1 The Village has enacted a ban on gas powered leaf blowers – ensure compliance on site.

Buildings and Energy
The Building Energy section of the CAP provides the following items pertaining to reducing our community-wide carbon footprint and preserving wildlife:

BE 2- 1 Consider conducting a Solar PV Site Assessment. Assessment should include estimated installation cost, and projections for both energy generation potential and economic payback potential over a minimum 20-year timeframe. Based on the Solar PV Site Assessment, consider incorporating renewable energy installation to offset emissions generated from the development. Work with CPACE, Illinois Shines, or similar programs for incentives. If installation will not be realized, reserve space for solar-ready roof zone and plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker if possible.

BE 4- 1 Consider green power purchase options such as those provided by ComEd and Nicor.

BE 5- 1 Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

BE 5- 2 Consider establishing a Green Building policy with clear energy efficiency goals.

BE 5- 4 Require purchase and installation of ENERGY STAR appliances when available.

BE 7- 2 Consider the benefits of replacing fossil fuel burning heating equipment and with air-source heat-pumps or other efficient electric heating options in development. Strive for zero on-site fossil fuel combustion with air-source heat-pumps, geo-thermal systems, solar thermal, electric cooktops, etc where possible.

BE 8- 3 Seek and utilize incentives for improving energy efficiency (e.g., insulation, energy efficient windows, electric heat pumps) where possible. Coordinate incentive offerings with Utility incentives and PACE financing information (currently available to commercial properties only) new construction incentives shall support measures for projects that exceed code requirements

Waste Management
The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill wasted diverted by 2030) in its Waste Management section:

WM 1- 1 Consider phasing out single-use products. This would apply to (but not limited to) bags (both paper and plastic), utensils, napkins, and take-out containers. Explore the feasibility of establishing a reusable takeout container service. Consider allowing and encouraging customers to bring their own take-out containers.

WM 1- 2 Consider utilizing technology and software when determining purchasing product needs to reduce overhead waste, specifically for food waste in restaurants.

WM 2- 3 Reduce construction and demolition waste by ensuring that recycling and reuse requirements are met. Required compliance with Cook County's construction and demolition requirements including waste management plans.

WM 2- 5 Assure compliance with the Cook County Construction & Demolition Debris Diversion Ordinance, and encourage contractors to exceed minimum requirements.

WM 2- 7 Consider offering recycling and compost collection services in new development.

WM 3- 2 Consider managing food waste with participation in existing programs to reduce food waste. Unused food should be funneled to composting or donation as much as possible.

Water and Wastewater
In the Water and Wastewater category, the CAP states to prioritize mitigating stormwater before it enters the sewer system through multiple capture techniques:

WW 1- 1 Consider landscaping practices that reduce water consumption and chemical use on site.

WW 1- 2 Reduce landscaping water use by encouraging water-efficient irrigation systems, grass replacement, and planting native and drought-resistant trees and vegetation in landscaping plans.

WW 2- 1 Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces) where feasible.

WW 2- 3 Consider revegetation, tree preservation planting and maintenance, de-paving and porous pavement, green infrastructure like bioswales and Eco-roofs in site development.

WW 3- 3 Reduce or offset impervious surfaces where possible, and consider use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.

Greenspace and Ecosystem Health
The Plan's Greenspace category includes the following for expansion of tree canopy coverage, transforming beneficial lawns, and mitigation of heat island impacts:

GS 1- 12 Plan for diversity of native tree cover and performance-based tree island within landscaping plan and parking lots with goals on percentage of pavement shaded. Consider a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings in any new landscaping where possible.

GS 2- 2 Increase the ability of green space to withstand drought conditions through replacement of turf with

native prairie, wildflower, and native savanna plantings where possible in landscaping plans.

GS 2- 5 Consider including exterior lighting design a policy to protect native plants, species, biodiversity, and improve night sky quality.

GS 3- 2 Consider “Carbon Gardening” and "landscaping for absorption" practices for landscaping plans. Strategies may include native moisture tolerant perennial plantings and shrubs, elimination of synthetic fertilizer and pesticide use, high mow deck settings, use of biochar amendments, and polyculture lawn mixture.

GS 4- 8 Consider utilizing shade and water absorbing trees and replacing turf landscaping with native prairie, wild flower, and savanna plantings.

Climate Economy
The CAP’s section on Climate Economy establishes how the economy is linked to the climate and climate change and outlines methods of resiliency in Northbrook’s local economy:

CE 1- 2 Consider participation in the Village’s Green Business Program.

May 28, 2024

2985 Shermer Road: Sports Facility – Rezoning & Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

Zoning Relief Process

1

- **Preliminary Review of Sketch Plan by Board of Trustees**
- The Board reviews schematic plans of the proposal.
- The Board of Trustees provides initial comments on a proposal, indicating whether or not they see major issues that need to be addressed by the Applicant before they submit detailed plans.
- The Board of Trustees provides direction for a designated body to conduct the Public Hearing on the application if a formal application is filed.

2

- **Technical Review of Formal Application**
- Applicant files Formal Application
- Review of detailed plans, traffic study, financial impact analysis, etc. by Village Staff (Engineering, Police, Fire, Public Works, Zoning, Sustainability) and Village consultants
- Once technical issues are addressed, a public hearing can be scheduled.

3

- **Public Hearing Held by Northbrook Plan Commission or Northbrook Board of Trustees**
- Notice goes to neighbors by certified mail; a sign is posted on the property; and notice is published in the local newspaper.
- The Applicant presents their proposal, the neighbors are able to speak and ask questions/voice concerns.
- The body conducting the public hearing makes a recommendation on the request to approve or deny

4

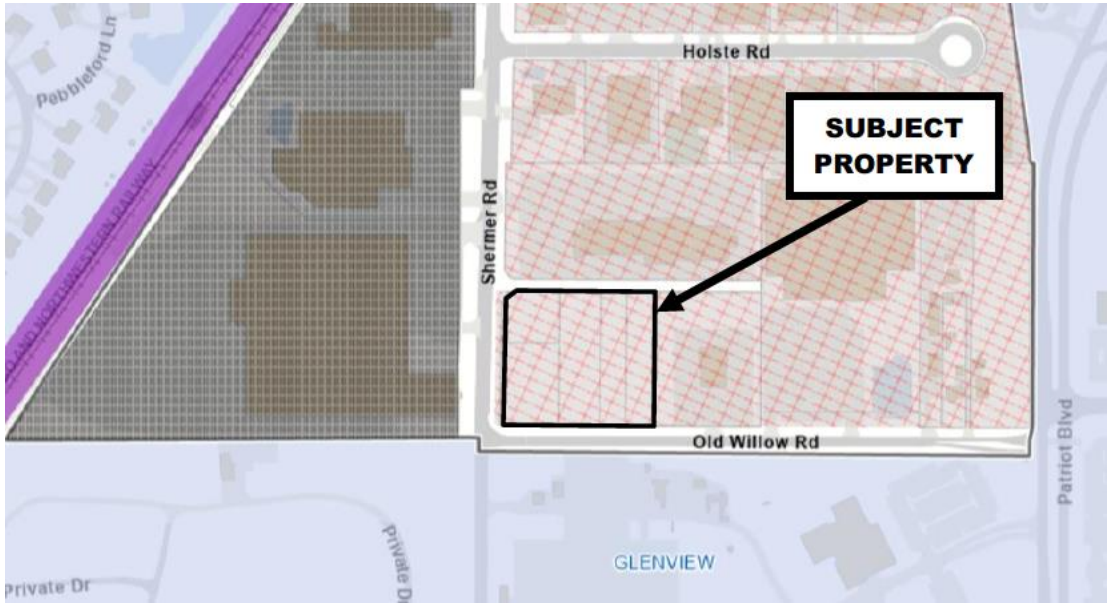
- **Board of Trustees Review of Recommendations & Makes Decision (approve or deny)**
- The Board of Trustees reviews the record of the public hearing, including all of the public testimony and makes a final decision – they may also ask for further changes before making a decision.
- Board of Trustees adopts documents formally approving or denying the application.

Existing Conditions

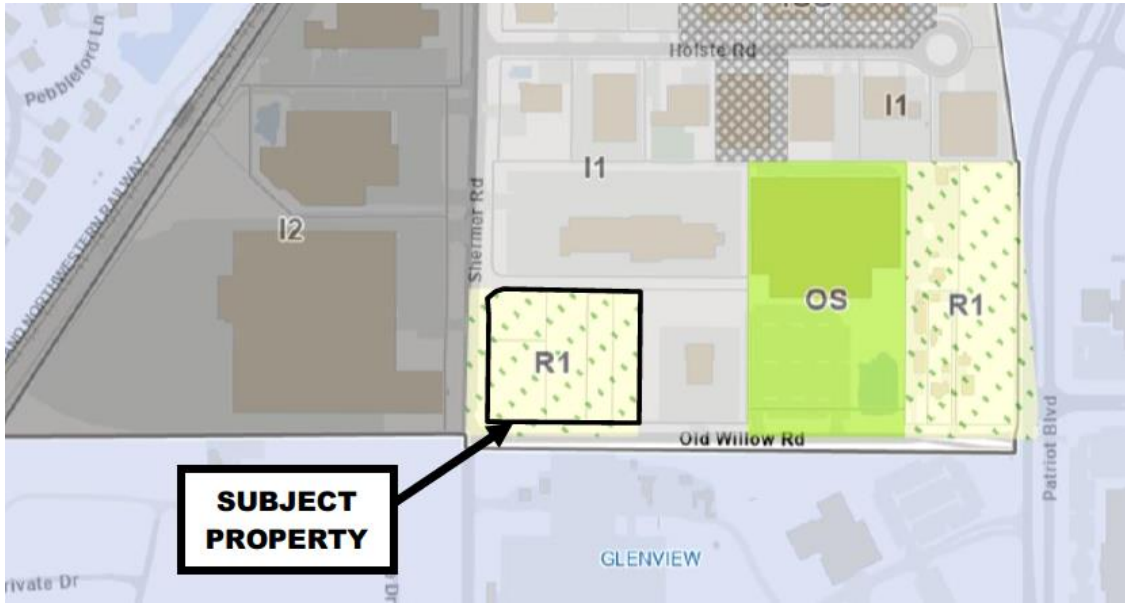
2985 Shermer Road



Comprehensive Plan Designation
Industrial & Commercial Service



Zoning Map
R-1 Single Family Residential District



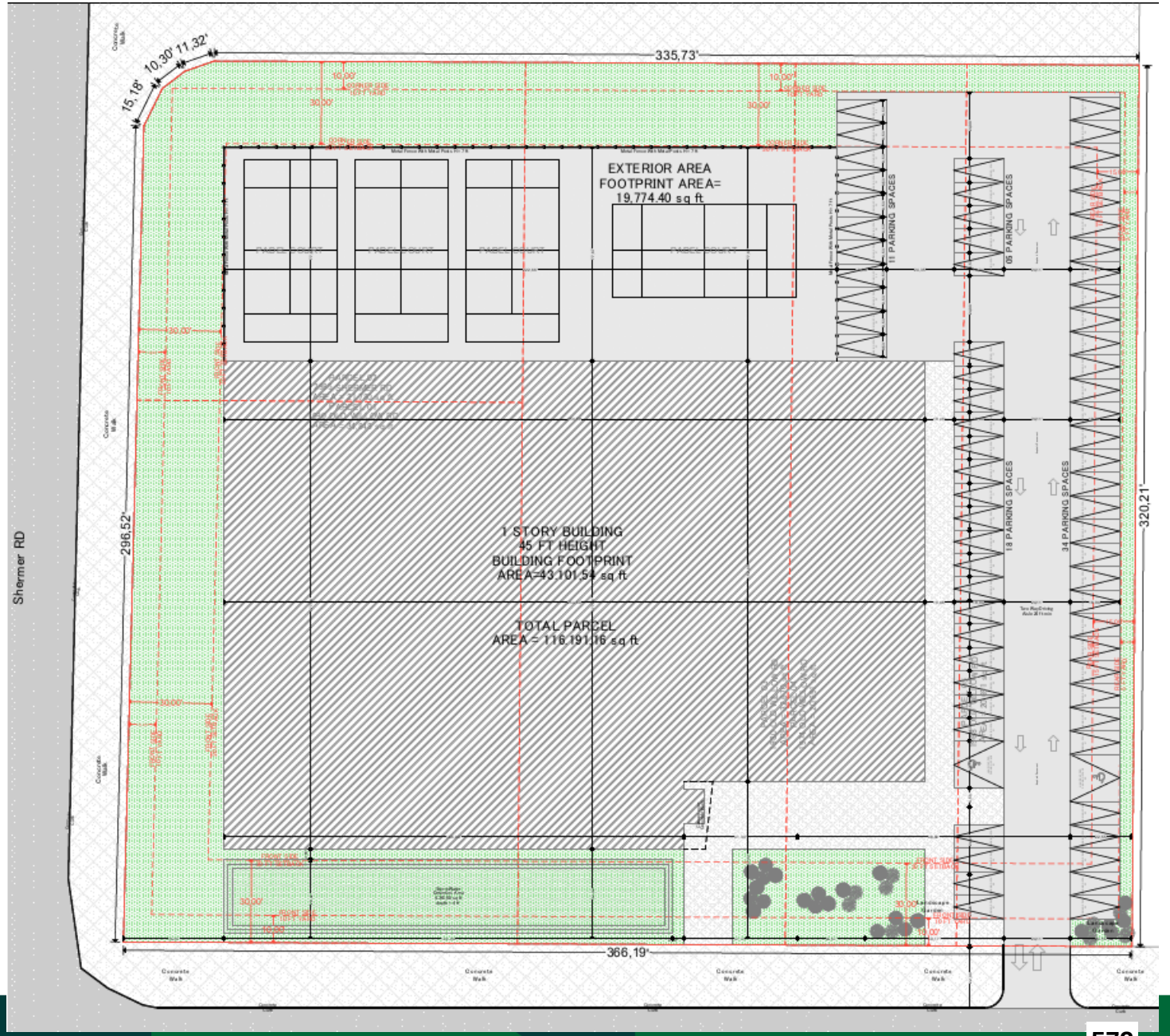
2985 Shermer Road



Proposed Plan

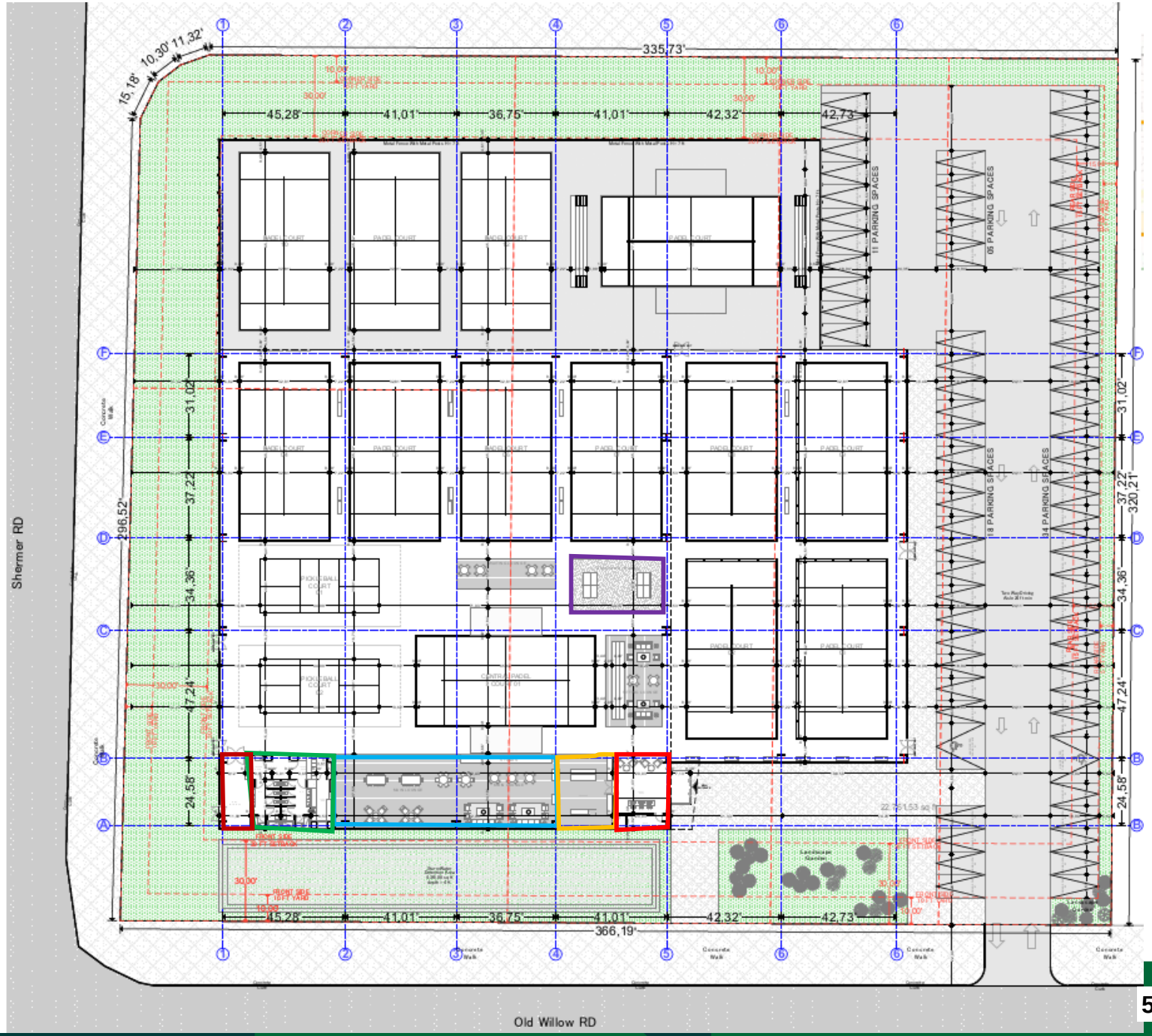
Site Plan

- Racquet Sports facility in ICS District
  - Access on Old Willow
  - Building: 43,000sf approx. & 45’ height
  - Padel courts: Indoor (9) & Outdoor (4)
  - Pickleball courts: Two indoor
- Parking - 72 spaces
- Landscape garden
- Stormwater Detention



Floor Plan

- Racquet Sports facility: padel & pickleball courts
  - Programming
  - Drop-off/Pick-up
- Amenities: *spectator seating; table sports; lobby; retail shop; café; shower/locker*.
- Trash enclosure (indoor)
- Hours: 7:00am – 11:00pm (7 days a week)
- Seven peak time employees
- Special Events




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Zoning Relief

Zoning Relief

- Consolidation of five parcels;
- Rezone from R-1 Single Family Residential District to ICS Industrial and Commercial Services District;
- Special Permit for Physical Fitness Facility (SIC No. 7991.00) in ICS District;
- Parking Variation;
- Loading space variation from 1 to 0; and
- Site Plan Approval.

Items to Consider

Items to Consider

1) Racquet sports facility, an appropriate use on the Subject Property?
2) Appropriate to consolidate five parcels?
3) Rezoning appropriate for the property from R-1 district to ICS district?
4) Appropriate to grant a special permit for physical fitness facility in the ICS District?
5) Appropriate to grant variations for the parking (23%) & loading space?
6) Are there any specific concerns the Board has regarding the overall project design such as:
    a) the layout of the development;
    b) the buffers being provided along the periphery;
    c) access to the site from the streets; and
    d) outdoor play area?
7) Does the Board concur with the staff recommendation that the public hearing for the requested relief be conducted by the Plan Commission?

May 28, 2024

2985 Shermer Road: Sports Facility – Rezoning & Special Permit Preliminary Review

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Management Analyst Sam Reiss
Date: 2024-05-28
Subject: A Resolution Approving an Agreement for Residential Solid Waste, Organic Materials, and Recycling Materials Collections with Lakeshore Recycling Systems, LLC

Overview

As discussed at the May 14, 2024 Village Board meeting, the Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024. The Resolution presented approves a new five-year franchise agreement with Lakeshore Recycling Services (LRS) with their services to begin September 1, 2024.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The Village currently contracts with Waste Management (WM) to provide refuse, recycling, and compost (organics and/or landscape waste) collection for all single-family and some multi-family properties within the Village of Northbrook. The current six year contract expires August 31, 2024. This contract was entered into between the Village and Advanced Disposal, who was subsequently purchased by Waste Management, and was amended and assigned to Waste Management by the Village Board on October 26, 2021. A Request for Proposals was issued on November 17, 2023 and closed on January 12, 2024. The Village received two qualified bids from Waste Management (WM) and Lakeshore Recycling Services (LRS).

Staff first presented to the Committee of the Whole of the Board of Trustees on September 26, 2023 regarding the next refuse & recycling franchise agreement. This meeting was largely for informational purposes and it was their consensus that the Community and Sustainability Committee of the Village Board be tasked with further review and discussion as the process continues. On January 23, 2024, the Community and Sustainability Committee held a discussion regarding the next refuse & recycling franchise agreement. There was discussion regarding sustainability related initiatives and the possibility of a subsidy to encourage composting and/or smooth rates. Staff was asked to follow up on several items and

subsequently staff held interviews with both respondents. As a part of the May 1, 2024 Community and Sustainability Committee meeting, staff reviewed the following items including but not limited to:

1. Review of updated bids from Waste Management and Lakeshore Recycling Services
2. Review of bin sizes.
3. Review of opt-out residential composting program (for collection of yard waste and food scraps for composting as part of curbside program) for every resident.
4. Consideration and review of possible subsidy for opt-out composting or rate smoothing.
5. Policy recommendation on subsidy for opt-out composting and possible rate smoothing.
6. Consideration of a recommendation for a preferred vendor.

At the May 1, 2024 Community and Sustainability Committee meeting, it was the consensus of the Committee to incorporate an opt-out organics collection program and provide a subsidy to smooth base rate increases for residents that use 35 or 65gal carts. It was also Committee consensus that a subsidy for organics collection should not be pursued. The Committee determined that an additional meeting was needed to better understand implementation and communication plans. As presented at the May 1 and again at the May 8 Committee meeting, rate smoothing would involve the Village subsidizing a portion of the rate increase to lower a resident's monthly bill. The size of the subsidy will be determined through the Village's annual budget process.

Following the recommendation from the Community and Sustainability Committee at their May 8 Special Meeting, the Village Board of Trustees designated LRS as the Village's preferred vendor authorizing staff to begin negotiations on May 14, 2024. This timeline would allow staff to undertake negotiations and present a Franchise Agreement at the May 28, 2024 Regular Meeting of the Village Board of Trustees for approval, which would be effective September 1, to ensure timely notification to residents related to rates and services. In making this recommendation, the Committee considered the differences in proposed monthly rates, inclusion of an opt-out compost program in compliance with the adopted Climate Action Plan, and LRS' experience in implementing new contracts with several north shore communities. On average, LRS implements roughly half a dozen new contracts each year.

Adjacent communities such as Deerfield and Highland Park have implemented similar opt-out organics collection programs in their recent contracts. Both communities have reported success with implementing an opt-out program. The Village's adopted Climate Action Plan seeks to increase waste diversion from landfills by 50% by 2030 and specifically seeks to manage food waste by expanding existing programs. The incorporation of an opt-out organics collection program expands the existing organics program and is an important action towards achieving progress towards this goal. Composting/organics collection can be one of the most effective ways an individual can reduce their contribution to the landfill and reduce greenhouse gas emissions.

Contract Overview:

Basic Services

Service Type	Lakeshore Recycling Services

Base Weekly Service	No Change to Collection Days for refuse & recycling. Cart sizes will remain the same (35, 65, & 96 gal)
Optional Twice Weekly Service	Available at increased base rate
Optional Rear Door Service (both 1x week and 2x week)	Available at increased base rate
Hardship Program	No Changes to current program
Senior Discount	10% (no change)
Bulk Item Collection	One item free per week

Hazardous Waste & Electronics Collection

Service Type	Lakeshore Recycling Services
Electronics Recycling	Maintains current electronics recycling program
Home Hazardous Waste Program	See Exhibit C for Details

Organics Collection

Service Type	Lakeshore Recycling Service
Opt-Out Program	Starting in May 2025, each household will receive a 35 gal cart for weekly, year-round collection of organics (food scraps and landscape).
Subscription Program (96 gal)	Yard Waste subscription still available for $180 per year
Sticker Program	$3.25/sticker
Pricing (opt-out)	$4.50 per household per month. Rate frozen for 24 months. Up to $8.00 per household per month (if 70%+ households participate).
Temporary Opt-in Program	Lakeshore will offer an opt-in program from September 1, 2024 to April 30, 2025.

At the time of writing, the Village and Franchisee are finalizing sections 6.2, 7.9B, and 7.20.

Next Steps

Subject to the Village Board's approval of the proposed agreement, Village staff and LRS will begin to coordinate on an implementation plan that will include communications to residents and the community, participation at community events, and exchanging all WM carts with new LRS carts.

A Resolution Approving an Agreement for the Collection, Processing, and Disposal of Solid Waste, Recyclable Materials, and Organics Waste with Lakeshore Recycling Systems, LLC
Exhibit A - Franchise Agreement
Exhibit B - LRS Bid
Exhibit C - LRS HHW Program

Exhibit D - Franchise Agreement Presentation

Resolution 2024-

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

A Resolution Approving an Agreement for the Collection, Processing, and Disposal of Solid Waste, Recyclable Materials, and Organic Waste with Lakeshore Recycling Systems, LLC

is hereby adopted, as follows:

Section 1. Recitals.

Pursuant to Chapter 21 of the Northbrook Municipal Code, as amended, the Village is authorized to enter into an exclusive franchise agreement with one waste disposal firm for the collection, processing, and disposal of solid waste, recyclable materials, and compostable materials from residential dwellings in the Village. Waste Management currently holds the franchise agreement. After a competitive and thorough bidding process beginning in November of 2023, Lakeshore Recycling Systems, LLC ("***LRS***") was selected to assume the next five-year contract.

LRS and the Village have negotiated a new comprehensive franchise agreement to cover the period of September 1, 2024 to August 31, 2029 ("***Agreement***"). The terms of the new Agreement preserves the existing service levels available to residents and expands services available to residential customers including a new home hazardous waste program, an enhanced customer service experience, and year-round organics collection.

Based on these factors, Village staff recommends approval of the Agreement with LRS.

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

Section 2. Approval of Agreement.

The Agreement is approved in substantially the form attached as ***Exhibit A***.

Section 3. Authorization to Execute Agreement.

The President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by LRS; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

_____
Village President

ATTEST:

_____
Village Clerk

FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND LAKESHORE RECYCLING SYSTEMS LLC FOR THE COLLECTION, PROCESSING AND DISPOSAL OF SOLID WASTE RECYCLABLE MATERIALS, AND ORGANIC WASTE

Dated: May 28, 2024

DRAFT

FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND LAKESHORE RECYCLING SYSTEMS LLC FOR THE COLLECTION, PROCESSING, AND DISPOSAL OF SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC WASTE

In consideration of the mutual promises set forth below, the Village of Northbrook, Illinois, an Illinois municipal corporation *("Village"),* and LAKESHORE RECYCLING SYSTEMS, LLC, a Delaware limited liability company *("Franchisee"),* make this Agreement as of September 1, 2024, and hereby agree as follows:

ARTICLE 1
GRANT AND ACCEPTANCE OF FRANCHISE

1.1 Grant of Franchise

Pursuant to the Northbrook Municipal Code *("Village Code"),* as it has been and may from time to be amended, and the home rule powers of the Village, the Village grants to Franchisee an exclusive, revocable franchise to collect, process, and dispose of Solid Waste, Recyclable Materials and Organic Waste from all Residential Dwellings and Municipal Sites (collectively, *"Franchise").*

1.2 Acceptance of Franchise

Franchisee accepts the Franchise hereby granted to it pursuant to and in strict accordance the Northbrook Municipal Code as it has been and may from time to time be amended, and does hereby agree to strictly comply with each and every term of this Agreement and of the Village Code, as it has been and may from time to time be amended.

1.3 Term

The Franchise hereby granted and accepted shall be effective for a five-year term. Franchisee shall commence the Work on *September 1, 2024 ("Commencement Date")* and shall diligently and continuously prosecute the Work at all times thereafter through *August 31, 2029.* Village will have the right to renew and extend this Agreement for an additional *[five]* year term by written notice to Franchisee provided no later than 60 days before the initial term or any extension of this Agreement. If necessary to avoid cessation of service at the expiration of this Agreement, the Agreement may be extended for a period of up to sixty (60) days past the expiration date at a rate equal to one hundred ten percent (110%) of the rates being charged at the expiration of the Agreement, upon mutual consent of Village and Franchisee.

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ARTICLE 2
THE WORK

2.1 Definition of Terms

Whenever used in this Agreement, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

"*Bulk Items*" means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, mattresses, box springs, toilets, storm doors and windows, metal and lumber products and machine parts.

"Collection Stickers" means a sticker or tag to be sold by the Contractor or its agents, that is to be affixed to Municipal Waste or Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans or bags which exceed the maximum capacity for the selected level of service.

"Curbside" means collection adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

"Customers" means owners, residents, and occupants of residential dwellings in the Village of Northbrook that are directly billed by Franchisee for waste and recyclable collection services.

"Electronic Waste" means a Covered Electronic Device (CED) or Eligible Electronic Device (EED) as defined in the Electronic Products Recycling and Reuse Act (415 ILCS 150/1 *et seq.)*

"Food Scraps" means garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

"Multiple Family Dwelling" means any attached dwelling containing two (2) or more dwelling units, with either individual or combined collection of waste and Recyclable Materials.

"Municipal Sites" means those Village-owned locations and containers designated in Section 3.7 of this Agreement.

"Municipal Waste" means garbage, refuse or other waste and other material described at 415 ILCS 5/3.290 resulting from residential entities and from community activities; provided, however, that "Municipal Waste" shall not include Recyclable Materials or Landscape Waste.

"Organic Waste" means food scraps and landscape waste as defined in this document.

"Requirements of Law" means all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

"Residential Dwelling" means (a) any Single-Family Dwelling or (b) any Multi-Family Dwelling with individual collection of waste and recyclable materials in the Village of Northbrook.

"Single Family Dwelling" means any detached dwelling in the Village of Northbrook containing only one (1) dwelling unit, with individual collection of waste and recyclable materials.

"Solid Waste" means all garbage and refuse but not Recyclable Materials or Organic Waste.

"Waste" means all types of waste contemplated in this Agreement including Solid Waste, Landscape Waste, Electronic Waste, Recyclable Materials, Organic Waste, and Bulk Items except hazardous waste.

"White Goods" means all discarded refrigerators, ranges, water heaters, freezers, air conditioners, humidifiers and other similar domestic and commercial large appliances as defined by section 22.28 of the Illinois Environmental Protection Act.

2.2 General Definition of the Work

The Work is defined as (i) the collection and disposal of unlimited residential and municipal Solid Waste from all Residential Dwellings and Municipal Sites in the Village of Northbrook in the manner prescribed in Article 3 of this Agreement; (ii) the collection and processing of Recyclable Materials from Residential Dwellings and the Municipal Sites in the manner prescribed in Article 4 of this Agreement; and (iii) the collection and disposal of Organic Waste, from the Customers and Municipal Sites in the manner prescribed in Article 5 of this Agreement.

2.3 Franchisee's Duty to Perform the Work

Franchisee shall, at its sole cost and expense:

A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Agreement, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.

B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Franchisee's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by Village for Franchisee's costs to obtain such licenses, approvals, and permits. Specifically, Franchisee will be required to obtain a Village of Northbrook Waste Hauler's Business License as required by the Village Code. As of the effective date of this Agreement, the cost for a Waste Hauler's Business License is $2,000.00. The cost of the Waste Hauler's Business License may change from time to time in amounts determined by the Village's Board of Trustees and set forth in the Village's Annual Fee Ordinance.

C. Taxes. Pay all applicable federal, state, and local taxes.

D. Miscellaneous. Do all other things required of Franchisee by this Agreement.

2.4 Billing; Payment for the Work

A. Billing; Penalties; Discontinuation of Services. Franchisee shall be solely responsible for all billing and collection of all rates and charges for the Work, including the General Collection Services Fee described below. Franchisee shall bill and collect from all Customers directly on a quarterly basis in advance of providing the collection, processing, and disposal services described below. Village shall have no responsibility for the billing of any account. Franchisee shall bill Customers quarterly in advance of service.

Franchisee shall be entitled to impose financial penalties against Customers for late payment or non-payment in the amounts set forth in Attachment A.

Franchisee may terminate collection services to a Customer, but only after providing Customer with (a) a late payment notice later than 30 days after the first payment due date, (b) a ten day cure period in which the Customer may pay all outstanding fees and charges, including late payment penalties; and (c) a notice of imminent discontinuation of service provided no less than seven days prior to the discontinuation of service.

B. Rates and Charges. The rates and charges billed by Franchisee for the Work shall be as set forth in *Attachment A* to this Agreement, which is hereby incorporated into this Agreement. Franchisee agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Franchisee for the Work *("Agreement Price").*

C. Annual Adjustment in Collection Rates and Charges. Franchisee will use the August Chicago-Naperville-Elgin Area Consumer Price Index (CPI) for annual increases to rates and charges that comprise the Agreement Price with a minimum 3% and a maximum 5%. Customers will be provided a 90-day notice of the annual increase on the invoice prior to September and the notification will indicate the 3% to 5% increase.

a. Disposal Facilities and Processing of Other Materials. All Solid Waste Materials, Recyclable Materials, Organic Waste, and White Goods collected pursuant to the requirements of this Agreement are to be processed by Franchisee. Franchisee will have sole responsibility for the proper disposition of these materials.

b. Disposal Facility Fees. Franchisee shall be solely responsible for all fees charged by all operators of any disposal facility used by Franchisee for the processing of other materials. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.

c. Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the state of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Franchisee under this Agreement; provided, however, that prior to the implementation of such adjustment, Franchisee shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Franchisee shall notify Customers in writing of any rate or charge adjustment at least 30 days prior to the effective date of the adjustment.

d. Fuel Surcharge or Other Fees. Franchisee will use diesel fuel pricing as a proxy for gauging energy rates. Should the average quarterly cost of diesel fuel exceed $6.25 per gallon, or be reduced to $6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Gauge Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Franchisee may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The average cost over a quarter, as reported by the AAA, must exceed $6.25 and be verified by the Franchisee with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to $0,50 per home / unit for each full $0.10 of incremental increase in fuel costs thereafter. 3) Should the average quarterly cost of diesel fuel recede back to $6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the Franchisee.

D. Notice of Increases in Rates and Charges. Franchisee shall notify each Customer of any increases in rates or charges paid by the Customer in writing at least 60 days prior to the new rates going into effect.

E. Invoicing and Payment.

a. Invoicing. Franchisee will provide the Village with an invoice for the costs of any services rendered that are not attributable to individual Customers.

b. Payment to Franchisee. Village will make all payments due to Franchisee for properly invoiced charges in accordance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.).* Upon receiving an invoice from Franchisee, Village will review and determine whether there are deficiencies or errors in the invoice. If Village determines that there are no deficiencies or errors, it will place the invoice on the Village Board of Trustees' warrant list for approval.

c. If Village determines that the invoice contains deficiencies or errors, Village shall either (a) return the invoice to Franchisee for correction within three business days after discovering the deficiency or error; or (b) deduct the appropriate amount from the invoice to address the deficiency or error and place the reduced invoice on the Village Board of Trustees' warrant list for approval. Village will provide Franchisee with prompt notice of any deductions made. Village will be required to pay each invoice, barring errors or deficiencies and minus appropriate deductions, no later than 45 days after initial delivery of the invoice.

2.5 Community Collections

A. Emergency Collections.

a. Localized Emergency Collections. Franchisee will, upon request from Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare. The cost of any such collection will be paid by Village on a cubic yard basis at the rate set forth in *Attachment A.*

b. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, Village may require Franchisee to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites *("Community-Wide Emergency Collection").* Village may require Franchisee to place roll-off containers at locations throughout the Village during a Community Wide Collection. Village will provide Franchisee with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection. Customers will be able to place as much damaged property or Solid Waste as they have in their households out for collection during a Community Wide Emergency Collection. Village shall pay for all costs associated with a Community Wide Collection on a cubic yard basis at the rate set forth in Attachment A with the exception of the costs associated with procuring sufficient roll-off containers needed to complete the Community-Wide Emergency Collection, which costs will be paid by Franchisee.

B. Additional Collections. Franchisee and the Village may, throughout the term of this Agreement, arrange for additional collections at rates to be mutually agreed upon by the Parties.

2.6 Reporting

A. Monthly Customer Reports. The Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any Customer, including without limitation the name of the Customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

B. Additional Monthly Reporting. The Franchisee shall provide to the Village, on a monthly basis:

a. a report on the quantity, in tons, of: (i) Municipal Waste collected within the Village, (ii) Recyclable Materials collected within the Village, (iii) Organic Waste collected within the Village and (iv) quantity of Collection Stickers purchased. The Franchisee shall also provide data to the Village on the number of tons of electronic devices collected from the Village's drop-off program each month.
b. The Franchisee shall provide, in monthly reports, weight tickets to assist in assessment of targeted outreach needs.
c. The Franchisee shall provide monthly the number of recycling carts refused service due to contamination and number of customers under 30-day recycling collection suspension.
d. The Franchisee shall provide a monthly report including the number of carts tagged and most common contaminants whenever a cart tagging program is deemed necessary.

C. Annual and Quarterly Reports

a. The Franchisee shall provide annually a Contamination Report to the Village.
b. The Franchisee shall provide annually account information including, but not limited to customer address, service types and cart sizes.

c. The Franchisee shall provide annually fuel usage and emissions from collections.
d. The Franchisee shall provide quarterly Set Out Rate data by collection day.

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ARTICLE 3
SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

A. Base Weekly Service. Franchisee shall collect from all Customers, once each week, all Solid Waste properly placed for curbside collection in the two wheeled cart provided by Franchisee and any additional two wheeled carts provided by the Franchisee. Customers shall select one of three sizes of refuse container (35, 65 or 96 gallon) for service and shall pay the corresponding service rate set forth in Attachment A. The Franchisee shall also collect any Solid Waste contained in bags or containers that have been tagged with Collection Stickers purchased by Customers who have elected 35 gallon container or 65 gallon container service. Except as otherwise provided, Customers shall be required to bag and purchase Collection Stickers for the disposal of additional Solid Waste that does not fit in the Customer's container.

B. Optional Twice Weekly Service. Franchisee shall collect Solid Waste properly placed for curbside collection on a twice weekly basis from Customers who elect and pay for the Twice Weekly Service at the rate set forth in Attachment A.

C. Optional Rear Door Service. Franchisee shall collect Solid Waste from Customers who elect and pay for Rear Door Service at the rate set forth in Attachment A.

D. Optional Twice Weekly Rear Door Service. Franchisee shall, on a twice weekly basis, collect Solid Waste from Rear Door for Customers who elect and pay for Twice Weekly Rear Door Service at the rate set forth in Attachment A.

E. Hardship Service. Franchisee will offer Customers determined by the Village Manager or their designee to possess a personal hardship that prevents them from being physically able to present their Solid Waste Cart for curbside collection *("Hardship")* the option of Rear Door Service or collection from the top of the Customer's driveway at no additional cost to the Customer or Village beyond the cost of Base Weekly Service. Franchisee will return the Solid Waste Carts to the top of the Customer's driveway. The Village Manager or their designee shall make a written determination that a Customer possesses a Hardship after receiving sufficient proof that (1) the Customer is physically unable to bring their Solid Waste Cart to the curb, and (2) no other person living in the dwelling unit is physically able to bring the Solid Waste Cart to the curb.

3.2 Holiday Trees

Franchisee shall collect, at no additional cost to the Customer or the Village, Holiday Trees placed at curbside for collection during the month of January. Holiday Trees shall be collected on no less than a weekly basis during this collection period and disposed of by Franchisee in the same manner as Organic Waste.

3.3 Bulk Item Collection

A. Customer's Request. Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, excluding White Goods (each a *"Bulk Item"),* from a Customer upon the Customer contacting Franchisee to schedule a pickup of any Bulk Items. Each Customer may dispose of one bulk item per week, free of charge. Franchisee may charge Customers for the collection of additional Bulk Items on a cubic yard basis at the rate set forth in Attachment A. Except as provided in Section 3.1 above,

Franchisee shall not be responsible for collecting certain items including construction debris, Organic Waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items. Franchisee will only be required to collect Bulk Items placed Curbside. Bulk Items must be under 50 pounds.

B. Spring Clean-Up: On the day designated as the Village's annual ***"Spring Clean-Up"*** Day, Franchisee shall provide, at no additional cost to the Village, two collection locations for the collection of unlimited Municipal Waste from Customers. One of the collection locations will be at the Northbrook Public Works Department Headquarters (655 Huehl Rd, Northbrook) with a second collection location to be designated by the Village no later than 15 days before the Spring Clean-Up. The Franchisee will not accept as part of this event Organic Waste, construction/demolition debris, rocks, sand, hazardous waste, electronics, tires or any other restricted waste. Customers will be required to show identification verifying that they are eligible for the program as Northbrook residents in order to participate. The Franchisee will work with the Village to schedule this event.

3.4 White Goods Collection

Franchisee shall collect white goods, as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28)("White *Goods")* from a Customer upon a Customer contacting Franchisee to schedule a pick-up of the White Good. Franchisee may charge Customers for the collection of any White Goods on a cubic yard basis at the rate set forth in Attachment A. Franchisee will only be required to collect White Goods placed Curbside.

3.5 Containers

A. New Carts. Franchisee will provide each Customer that requests a cart with one two wheeled cart *("Cart")* for the collection of Solid Waste. Franchisee will allow each Customer to choose either a 35 gallon cart, 65 gallon Cart or a 95 gallon Cart. New customers who do not make a selection will be provided a 65 gallon. Franchisee will retain ownership of these Carts and will be responsible for replacing Carts that are damaged in the normal course of collection. Franchisee will offer Customers the option of renting additional Carts at the price set forth in Attachment A. Franchisee shall provide dumpsters to Village, at no charge, for use by Village as Solid Waste containers at each of the Municipal Sites identified in Subsection 3.7 below.

B. Use of Carts Required. Village will require that Customers place all Solid Waste either in Carts provided by Franchisee or if the Customer chooses to, his own container for Solid Waste that exceed the capacity of the Cart provided by the Franchisee, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons.

C. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 35, 65, and 95 gallon Cart size for Solid Waste. Franchisee shall deliver to all Customers' households a new Cart. Each Customer shall be allowed to exchange their Solid Waste Materials Cart for a different size Cart at no additional charge to the Customer during the month of May each year. Franchisee may charge Customers a fee in the amount set forth in Attachment A for exchanges requested outside of this time period.

D. Carts for Rear Door. Customers requesting Rear Door Service will be provided the option of using a Cart or placing out for collection up to three Customer-owned 32 gallon cans each collection day. Franchisee must return Customer Carts to original location immediately after completing collection.

E. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns, but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Solid Waste with the new Vendor.

3.6 Collection Days and Times.

Franchisee shall operate vehicles for the collection of Solid Waste in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement. Franchisee will be allowed to provide collection on Saturday, with prior Village approval, when the normal Friday collection is significantly affected by a holiday or extreme weather conditions. Customers shall be serviced as depicted in Attachment C.

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day.

3.7 Municipal Solid Waste Collection

Franchisee shall collect all Solid Waste in the manner prescribed in this Article III at Municipal Sites listed in *Attachment D* (collectively, the *"Municipal Sites")*

3.8 Special Event Collection

A. Village Special Events. Franchisee shall collect and process all Solid Waste Materials that may be generated during the following annual Village-sponsored events:

a. *Earth Day:* On the day designated by the Village as Earth Day, Franchisee shall provide, at no additional cost to the Village: (i) a drop-off location for auto tires and White Goods and such other materials as may be mutually agreed upon by the Village and Franchisee; and (ii) same day collection of Solid Waste, Organic Waste, and Recyclable Materials generated by clean up by residents and volunteers along streets designated in advance by the Village. Items collected on Earth Day shall be combined, packaged or bundled as the Village and Franchisee mutually agree.

b. *Independence Day/Fourth of July*: Franchisee shall collect such Municipal Waste and Recyclable Materials as may be generated during the Village's annual Fourth of July celebration and deposited in Central Business Area receptacles on the dates of July 3, 4, and 5 each year). Additionally, the Franchisee shall deliver up to 40 refuse Carts, 40 recycling Carts, and a maximum of eight roll-off dumpsters for the Village's use during the celebration.

c. *Pumpkin Smash:* On the day designated as the Pumpkin Smash, the Franchisee will provide up to two 20yd roll off dumpsters, and three recycling, garbage, and organic waste carts each for the event. Franchisee will ensure dumpster is clear of debris such as glass prior to delivery. Franchisee will report total tonnage of composted product within one week of the event.

d. *Other Village Special Event Collections.* In addition to the special collections designated in this Section, the Franchisee agrees to provide Municipal Waste and Recyclable Material collection services for newly established Village-sponsored special events during the term of this Agreement. The Village and Franchisee will work cooperatively to coordinate and identify the collection service needed and schedule for any new events.

(collectively, the *"Village Events").* Franchisee will provide the Village with all necessary containers for each Village Event and collect the containers at the conclusion of the Village Event. The containers
and collection of all Solid Waste Materials generated at the Village Events will be provided at no additional cost to Village.

B. Other Special Event Collections. Franchisee shall collect such Municipal Waste, Organic Waste, and Recyclable Materials as may be generated during the annual Northbrook Days event (including weekends). The Northbrook Days event coordinator may elect, at cost, to include a maximum of eight roll-off dumpsters. Beginning in 2025, services used by the Northbrook Days event shall be billed by Franchisee to the event coordinator.

3.10 Hazardous Waste

Franchisee shall be required to collect and dispose of Hazardous Waste as defined in Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220) and included in the Home Hazardous Waste Program, detailed in Exhibit H. When Franchisee, during collection, encounters hazardous waste materials that are not eligible for collection, then Franchisee shall not be required to collect such materials. Franchisee shall promptly notify the Village of each such instance in a form approved by the Village. *See* Section 8.17 of this Agreement for provisions related to notice to Customers regarding improperly prepared or improper materials.

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ARTICLE 4
RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Materials Collection Service

Franchisee shall collect from all Customers, once a week, unless otherwise designated for more frequent collection in Attachment C, an unlimited amount of those Recyclable Materials set forth in *Attachment E* to this Agreement. The list of Recyclable Materials required to be collected by Franchisee pursuant to this Section may be expanded to include additional Recyclable Materials upon the mutual written agreement of the parties to the Agreement.

Franchisee will be required to collect all Recyclable Materials generated by Residential Dwellings from the Curbside, unless otherwise designated by the Village. Residents will be responsible for placing Carts or containers Curbside (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Franchisee. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

4.2 Municipal Recyclable Materials Collection

Franchisee will collect unlimited Recyclable Materials from the Municipal Sites listed, including Municipal Streetside Containers in accordance with the schedules set forth in Attachment D.

4.3 Containers

A. Residential Customers. Franchisee will provide each Single Family Dwelling with one two-wheeled Cart for the Curbside collection of Recyclable Materials. Franchisee will provide Customers with a 65 or 95 gallon Cart. Franchisee will offer Customers a second Cart for Recyclable Materials upon request at no additional charge. Additional Carts will be provided to Customers at the rate set forth in Attachment A. Franchisee will retain ownership of these Carts and containers and will be responsible for replacing any Carts or containers that are damaged in the normal course of collection.

B. Municipal Sites. Franchisee will provide the Carts or containers listed in Attachment D. at no additional charge, for use by the Village as Recyclable Materials containers at each of the Municipal Sites.

C. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 65 and 95 gallon Cart size for Recycling. Franchisee shall deliver to all Customers' households a new Cart. Each Customer shall be allowed to exchange their Recyclable Materials Cart for a different size Cart at no additional charge to the Customer during the month of May each year. Franchisee may charge Customers a fee in the amount set forth in Attachment A for exchanges requested outside of this time period.

D. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns, but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Recyclables with the new Vendor.

4.4 Collection Days and Times

Franchisee shall operate vehicles for the collection of Recyclable Materials in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement.

A. Residential Dwellings. Franchisee shall collect Recyclable Materials from all Residential Dwellings once each week, unless otherwise designated in Attachment C.

B. Municipal Sites and Municipal Streetside Containers. Franchisee shall collect Recyclable Materials from the Municipal Sites as identified in Attachment D.

4.5 Improper Materials

In the event Franchisee, during collection, encounters materials not included in the list of Recyclable Materials contained in *Attachment E,* then Franchisee shall not be required to collect such materials but shall collect all Recyclable Materials. Franchisee shall notify Customer as prescribed in Section 4.5 of this Agreement regarding improperly prepared materials. Franchisee shall notify Village of any Customer who violates this section more than once in a six-month period and those who dispute the non-collection of the improper material.

4.6 Processing of Recyclables

A. Processing. Franchisee shall deliver all Recyclable Materials to an appropriate facility for recycling. All Recyclable Materials shall be collected, separated and otherwise treated by Franchisee so as to facilitate the sale of said Recyclable Materials to end-use markets, or Recyclable Materials brokers. The name and location of the facility(ies) of the Franchisee, or its processor(s) or broker(s), or market(s), shall be furnished to Village. Village shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice.

B. Processing Costs. Franchisee shall be responsible for payment of all necessary processing costs for Recyclable Materials. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and recycling residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the Recyclable Materials to another party for recycling.

C. Prohibited Disposal. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent that such materials collected as Recyclable Materials are "contaminated," as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Materials brokers. Upon request of Village, Franchisee shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials.

4.9 Promotional/Educational Programs

Franchisee shall, at its sole cost and expense, actively promote community-wide recycling in Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs as directed by Village.

4.10 Special Collections

A. Village Special Events. Franchisee shall collect and process all Recyclable Materials that may be generated during the Village Events as identified in Section 3.8

B. Electronic Waste Recycling. The Franchisee shall provide drop-off collection of electronic devices (as defined by the Illinois Consumer Electronics Recycling Act 415 ILCS 151/1 *et seq*.) on at least twice per month at the Public Works Department (or other designated location) for Customers to recycle electronics free of charge. The Franchisee shall supply as many 20 cubic yard roll-offs as necessary during each event. The Franchisee will be responsible for all costs related to transportation and recycling materials collected. There will be no cost to the Village for this service. The Village shall be responsible for determining the location, days and hours the containers will be available to the public. Additionally, the Franchisee shall provide staffing at the location of the dumpster one Saturday per month for three hours to assist Customers with unloading of any electronic waste.

C. Bulb, Ballast, and Battery. Franchisee will provide suitable container(s) for the disposal of fluorescent bulbs, compact fluorescent bulbs, light ballasts, and batteries at a location to be designated by Village. Franchisee will collect and process all materials deposited in this container(s) no less than once every 30 days.

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ARTICLE 5
ORGANIC WASTE COLLECTION

5.1 Year-Round Containerized Organic Waste Collection Service

Franchisee shall collect from all Customers all Organic Waste including comingled Food Scraps and Landscape Waste. Each Residential Customer will receive year-round collection of Organic Waste by Franchisee from a sealable 35-gallon container to be provided by Franchisee. Collection will occur weekly from April 1 to November 30 and every other week from December 1 through March 31. Franchisee will only be obligated to collect any Organic Waste outside of the sealable 35-gallon container provided by the Franchisee if the Customer purchases one of the supplemental collection service options described below. Year-Round Containerized Organic Waste Collection shall commence May 1, 2025. Year-Round Containerized Organic Waste Collection shall take place on Wednesday of each week unless otherwise agreed to by the Franchisee and Village, and communicated to all Customers. Rates for Year-Round Containerized Organic Waste Collection shall not increase outside of the Annual Adjustment set forth in Section 2.4. Furthermore, the rates in Attachment A for Year-Round Containerized Organic Waste Collection will remain flat for 24 months.

5.2 Food Scraps

Customers shall comingle Food Scraps and Landscape Waste. Permitted Food Scraps include those materials listed in *Attachment F.* If Franchisee determined that a Customer has included non-permitted Food Scraps, Franchisee shall follow the procedures for rejection of Improper Materials set forth in Section 7.16.

5.3 Subscription Program

In addition to the Collection Service for Organic Waste, each Customer shall have the right to select one of the following supplemental Organic Waste Collection services:

A. Subscription Program. Each Customer shall have the right to subscribe to a Organic Waste collection service from the Franchisee for a flat annual rate set forth in Attachment A that includes collection of an unlimited number of acceptable containers or bundles during the Collection Season.

B. Pay-per-Bag/Sticker System. A once-per-week volume-based system, for which the Customer shall pay to the Franchisee only in proportion to the quantity of Organic Waste actually collected from the Customer. Franchisee will collect all Organic Waste placed in acceptable containers or bundles affixed with a Collection Sticker during the Collection Season. Franchisee shall have no obligation to collect Organic Waste from any container or bundle which is not affixed with a Collection Sticker.

5.4 Disposal

Franchisee will dispose of all Organic Waste collected from Customers at any licensed disposal facility that will accept Organic Waste intermixed with Food Scraps. Franchisee will be responsible for paying the disposal charges. Not less than 30 days prior to the date on which the Franchisee commences disposal of Organic Waste at a particular location(s), the Franchisee shall notify the Village Manager or their designee in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any

proposed location, or to direct the location of disposal to an alternate Organic Waste facility. No Organic Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village Manager.

5.5 Containers

Organic Waste shall be placed in the sealable 35-gallon container provided by the Franchisee or placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 32 gallons; or BPI certified compostable liner bags (plastic bags will not be accepted). Alternatively, Organic Waste may be placed in metal or plastic cans of a capacity not to exceed 32 gallons. If the Organic Waste cannot reasonably be placed in bags or cans, it shall be securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.

5.6 Permitted Collection Times.

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day.

5.7 Food Scraps Collection Education and Awareness.

Franchisee will make all commercially reasonable efforts to encourage participation by Customers in the Containerized Collection Service and to educate Customers on appropriate materials to be disposed of with this service. Franchisee will provide all Customers with an educational brochure detailing those materials that are eligible for Food Scraps collection

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ARTICLE 6
FINANCIAL ASSURANCES

6.1 Performance Bond

Franchisee shall provide either (a) a performance bond in the form attached hereto as *Attachment G* from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in the penal sum amount of $1,000,000.00, or (b) a straight irrevocable letter of credit in the amount of $1,000,000.00 from a bank acceptable to the Village. Any performance security required under this Section shall be in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

6.2 Insurance

Franchisee shall provide certificates and policies of insurance evidencing the following minimum insurance coverages:

Worker's Compensation:	Statutory Limits
Employer's Liability:	$1,000,000 each occurrence.
Vehicle Liability:	$3,000,000 property damage and bodily injury or death per person, combined single limit $3,000,000 each occurrence.
Comprehensive General Liability:	$5,000,000 each person, $10,000,000 each occurrence $2,500,000 each occurrence; property damage

Environmental Impairment/Pollution Liability: $5,000,000 combined single limit per occurrence for bodily injury damage and remediation costs

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

Franchisee shall include all subcontractors as insureds under its provision or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Such policies shall be in a form, and from companies, acceptable to Village and shall name the Village as an additional insured and cancellation notice recipient. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Village. In the event of any such cancellation or non-renewal, Franchisee shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Franchisee shall notify Village within thirty (30) days after Franchisee receives such notice from Village.

6.3 Indemnification

Franchisee shall, and hereby agrees to, defend, indemnify, save, and hold harmless Village, its elected and appointed officials, employees, and attorneys against any and all injuries, deaths, lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Franchisee's negligence or willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Franchisee or Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors, except to the extent caused by the sole negligence of Village.

Franchisee expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by Franchisee, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend Village, its officials, employees and agents herein provided.

6.4 Penalties

Franchisee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Franchisee's negligent performance, or its failure to perform, its duties and obligations under this Agreement, including without limitation acts and omissions of Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors. Franchisee may contest any such fines or penalties in administrative or court proceedings; provided, however, that Franchisee shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Franchisee shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

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ARTICLE 7
STANDARDS FOR PERFORMANCE

7.1 General Quality of Performance; Performance Review

A. General Standard. Franchisee shall provide, perform, and complete all of the Work in full compliance with the terms of this Agreement and in a good and workmanlike manner. Franchisee at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Compliance with Operational Plan. Franchisee will provide, perform, and complete all of the work in full compliance with the Operational Plan included as *Attachment F* to this Agreement.

C. Annual Review. Franchisee and the Village agree that the performance of the Work under this Agreement, and the provisions of this Agreement, shall be subject to review once during each year of the term of this Agreement. Such review shall be at a meeting designated by the Village Manager, with not less than 21 days advance written notice to Franchisee of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Franchisee shall attend through its officials and employees of Franchisee with authority to resolve performance and Agreement issues under the Agreement.

7.2 Collection Times

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village pursuant to Section 3.6, before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day. In the event that the Franchisee determines that it needs to extend Collection Times beyond the hours set forth in this Section 7.2, it shall notify and obtain the approval of the Village Manager or their designee.

7.3 Holiday Collection

Franchisee shall not be required to perform Work on the following holidays: New Year's Day, Memorial Day, Independence Day (July 4, except for municipal special event collection pursuant to Section 3.8), Labor Day, Thanksgiving Day, and Christmas Day. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday; provided, however, than no such delayed collections shall occur on Sundays or holidays. Franchisee shall provide the Village with a written schedule of holidays on which it will not perform collections.

Franchisee will give notice to Customers including the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

7.4 Quality of Employees

Franchisee shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village replace such employee with another employee satisfactory to Village.

7.5 Subcontractors

A. Approval and Use of Subcontractors. Franchisee shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Franchisee shall be acceptable to, and approved in advance by, Village. Village's approval of any subcontractor shall not relieve Franchisee of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Agreement, and every reference in this Agreement to "Franchisee" shall be deemed also to refer to all subcontractors of Franchisee.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village terminate such subcontract. Franchisee shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

7.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Franchisee. Franchisee shall have no claim against the Village because of any damage or loss to the Work or Franchisee's equipment, materials, or supplies.

7.7 Safety

Franchisee shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Franchisee shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

7.8 Cleanliness

A. Generally. Franchisee shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Organic Waste, or Recyclable Materials at any pick-up area during performance of the Work. Franchisee shall replace all container covers and shall replace all containers to their proper locations.

B. Cleanup of Spills. Franchisee will handle all Carts and containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. Franchisee shall immediately clean up any materials that it may have caused to spill onto private premises, parkways, streets, alleys or other public places, in a neat and workmanlike manner.

7.9 Equipment

A. General. Franchisee shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Work. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance,

free of rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of Franchisee, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on a Village street that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no Solid Waste leak, spill or blow off the vehicles. Should any Solid Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, Franchisee shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from Village, Village may clean up same, and Village may bill the cost to Franchisee for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

B. Transition to CNG Waste Collection Trucks. No later than the Commencement Date, Franchisee shall make all commercially reasonable efforts to commence the use of waste collection trucks that operate on compressed natural gas *("CNG")* for the provision of Solid Waste and recycling collection services. Franchisee will utilize CNG trucks for the collection of yard waste when possible. By a date no later than the first anniversary of the Commencement Date, such vehicles operated by the Franchisee in the Village performing the Work shall operate using CNG, unless approved by Village staff. After such time as Franchise has converted its waste collection truck fleet pursuant to this Section 6.9 B, Franchisee may use waste collection trucks that do not operate on CNG only in the event of equipment failure of waste collection trucks operating on CNG, and only to the extent necessary to provide the collection services as required pursuant to this Agreement.

C. Use of Alternative Fuels. Franchisee agrees to keep the Village updated on the latest developments in alternative fuels for the fleet of vehicles used in Northbrook. Franchisee acknowledges the Village's Climate Action Plan goal of a 50% EV Fleet by 2030 and 100% EV Fleet by 2035.

7.10 Storage

Franchisee shall not store, or allow to be stored, any equipment or materials on any private property in the Village or on Village-owned property except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Franchisee store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village Manager or their designee. Nothing in this Section shall be construed to affect the use of waste collection Carts and other containers provided by Franchisee in accordance with the terms of this Agreement.

7.11 Damage to Property

A. Restoration. Franchisee shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Franchisee to any property, public or private, as a result of the Work. If Franchisee fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Franchisee, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Franchisee. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the

Village may cause such repair or restoration to be made without notice to Franchisee and charge all costs related thereto to Franchisee. Franchisee shall pay all costs to Village within five days after receiving notice thereof from the Village.

B. Customer Carts. Franchisee shall use reasonable care in the handling of all Customer Carts to avoid any excessive damage thereto. Franchisee shall replace at its expense Carts that may be seriously damaged by carelessness of its employees.

C. No Waiver. Notwithstanding any other provision of this Agreement, Franchisee's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Franchisee, to indemnify, hold harmless, or reimburse Franchisee for the cost of any repair or replacement work required by this Section.

7.12 Customer Service and Education

A. Telephone. Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

B. Email. Franchisee shall maintain an email option to service inquiries, requests, and complaints in connection with the Work.

C. Website. Franchisee will maintain a publicly accessible website with the following components:

a. Information on service levels offered by Franchisee and corresponding rates;

b. Franchisee regulations and requirements for collection of Solid Waste, Recyclable Materials, and Organic Waste;

c. Online bill payment for all services offered by Franchisee to Customers;

d. Submission of Cart size selection and Cart Change-Out/Replacement requests; and

e. Scheduling of special collections and other service requests by Customers.

D. Customer Brochure. Upon execution of this Agreement, the Franchisee, at its expense, shall be required to develop, print and distribute to all Customers, and all new customers a brochure, approved by the Village, explaining the Solid Waste, Recyclable Materials and Organic Waste collection programs covered under this Agreement. The brochure will include a method for customers to change their waste, recycling and/or organic waste services. The brochure shall be updated and distributed only if there is a change in services that warrants distributing a new brochure. Extra copies of the brochure shall be provided to the Village to keep at Village Hall. A copy of the brochure will be provided to all new customers upon request.

Upon request, the Franchisee may, at its sole expense, also provide and distribute to Village customers educational materials as the Village deems necessary, covering such matters as environmental best practices. These educational materials may include brochures and other printed materials or educational videos.

7.13 Route Supervisor Liaison

Franchisee will assign a route supervisor to act as a liaison between Franchisee, Village, and the Customers. The route supervisor will contact the Village Manager's Office as needed prior to collection vehicles and operators completing their routes. The purpose of such contact is to receive any message from Village officials or from residents for service questions or complaints, and to act as a liaison between the selected proposer and the Village. Franchisee will equip the route supervisor with a cellular telephone so that Village officials can contact them regarding service requests and complaints.

7.14 Identification

All of Franchisee's own personnel and all of Franchisee's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village.

7.15 Complaints; Processing

A. Generally. Franchisee shall cooperate with the Village in minimizing complaints from the Customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Agreement.

B. Initial Response. Franchisee shall give all complaints received by it prompt and courteous attention. Franchisee shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Franchisee receives a complaint about a missed scheduled collection, then Franchisee shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then Franchisee shall cause such collection to be made within 24 hours after receipt of such complaint.

C. Referral to Village. If Franchisee is unable to resolve a complaint in a manner satisfactory to both Franchisee and the Customer, then Franchisee, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager or his designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Franchisee's response to the complaint. The Village Manager or his designee shall arbitrate each such complaint, and the Village Manager's or his designee's decision concerning each such complaint shall be final and binding on Franchisee.

7.16 Improperly Prepared or Improper Materials

When Franchisee encounters any of the following during its regular collections:

- Solid Waste prepared improperly by any Customer for collection, or materials not proper for collection from residential dwellings such as Hazardous Waste or medical waste;
- Materials not included in the list of Recyclable Materials contained in Attachment D but placed in a Recyclable Materials Cart; or

- Food waste not included in the list of Food Scraps contained in Attachment E but intermixed in an Organic Waste collection bag;

then Franchisee may leave such improperly prepared or improper material and Franchisee shall post a notice with such Customer, on a form approved by the Village, noting the problem. Franchisee shall collect all material properly prepared for collection.

7.17 Changes in Service

Each Customer shall be permitted to change the frequency, location and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year upon not more than 30 days' written notice to Franchisee prior to each successive anniversary of the Commencement Date. Franchisee shall notify each Customer of their right to make such changes in service and shall provide forms acceptable to the Village to each Customer to enable any such Customer to timely notify Franchisee of such Customer's desire to make service changes. Customers may not change the location or frequency of Recyclable Materials or Organic Waste collection.

7.18 Discontinuation of Service

Franchisee shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

7.19 Seasonal Suspension of Service

Customers will have the right to suspend service temporarily for periods of no less than three (3) months but not exceeding six (6) months so long as the Customer provides Franchisee with no less than 30 days advanced written notice the intent to suspend collection services. Franchisee may not charge Customer for Collection Services during any seasonal suspension, on the condition that no solid waste is generated by the Customer's property during the seasonal suspension.

7.20 Audit

Franchisee shall, upon request of the Village, make available for review audited financial statements. Such review will be conducted in-person in a format acceptable to the Village and Franchisee.

7.21 Undocumented Employees

Franchisee shall not employ any undocumented person who does not have the legal right to work in the United States to perform the Work in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 *et seq.*

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ARTICLE 8
DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Franchisee disputes or objects to any direction, instruction, determination, or decision of the Village, then Franchisee may notify the Village in writing of its dispute or objection; provided, however, that Franchisee shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Franchisee so notifies the Village within two business days after receipt of such direction, instruction, determination, or decision, Franchisee shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the Village's receipt of Franchisee's written notice of dispute or objection, a conference between the Village and Franchisee shall be held to resolve the dispute. Within three business days after the final conference, the Village shall render its final decision, in writing, to Franchisee. If Franchisee objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Franchisee's Remedies

If the Village fails or refuses to satisfy a final demand made by Franchisee pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Franchisee, within 10 business days following receipt of such demand, then Franchisee shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Franchisee has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within two business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. The Village may require Franchisee to take any action necessary to bring Franchisee into strict compliance with this Agreement.

B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3.A above and withhold or recover from Franchisee all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith. Such costs may include costs incurred in procuring replacement Solid Waste, Recyclable Materials and Organic Waste collection and disposal services from another vendor, including, without limitation, any difference in cost between Franchisee's unit prices and those of the replacement vendor for the remaining term of the Agreement, not including any extension periods.

C. Village may terminate this Agreement.

D. Village may recover any damages suffered by the Village.

E. Village may inform Franchisee that it has failed, refused, or delayed to perform or satisfy a requirement of this Agreement and demand strict compliance in no less than 10 business days by written notice made in full compliance with Section 9.15. In the event that Franchisee fails to cure the non-performance alleged by Village within 10 business days of receiving the notice, Village will have the right to declare Franchisee in "Non-Material Breach" of the Agreement. Upon a finding of Non-Material Breach, Village may, in its sole and absolute discretion, deny, in whole or in part, Franchisee's next request for an Annual Adjustment in Collection Rates and Charges made pursuant to Section 2.4.C. In the event Village denies Franchisee's request to adjust its collection rates and charges, the rates charged by Franchise during the current annual period will remain in effect, or if partially approved by Village, increase on by the amount permitted by the Village during the next annual period until the next anniversary of the Commencement Date.

8.4 Village's Right to Terminate or Suspend Work

A. Termination. The Village shall have the right, for the Franchisee's failure to perform under the terms of this agreement, to terminate or suspend the Work in whole or in part at any time after providing the Franchisee written notice and 60 days to resolve the noticed issues. Within five calendar days of said written notice by the Village, the Franchisee shall participate in person in a meeting in good faith with the Village Manager or their designee to discuss and identify actions to resolve the performance failures identified by the Village. The Franchisee shall implement corrective actions no later than twenty calendar days after the notice and continue to demonstrate that the identified Village concerns have been corrected in order to avoid termination on day 60 as established by the Village. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, if resolution is not agreed to in writing by the Village and Franchisee, the Franchisee shall, as and to the extent directed by the Village, stop Work under this Agreement, terminate Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled. If the failure to perform is resolved and the Franchisee subsequently fails to perform within a 12 month period of the written notice of the first failure to perform, the Village need only provide the Franchisee with 30 days to resolve the noticed issue before the effective date of the termination or suspension. Any decision to stop Work or suspend or terminate the Agreement pursuant to this section is at the sole discretion of the Village.

B. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A above, Franchisee shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Agreement and for all costs pertaining to the Work, exclusive of overhead and profit, as Franchisee may have reasonably and necessarily incurred as the result of such termination or suspension.

8.5 Non-Enforcement by the Village.

Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the Village, upon any one or more occasion, to insist upon Franchisee's performance of, or to seek Franchisee's compliance with, any one or more of said terms or conditions.

ARTICLE 9
LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Franchisee shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Village and Franchisee.

9.2 Third Party Beneficiaries

No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than Franchisee shall be made or be valid against Village.

9.3 Title to Waste; Disposal Responsibilities

Title to all Solid Waste, Organic Waste, and Recyclable Materials shall vest in Franchisee at the time it is placed in Franchisee's vehicles or equipment. Village shall have no responsibility for the disposal of any Solid Waste, Organic Waste, or Recyclable Materials and all such disposal shall be accomplished by Franchisee at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of Village for disposal of any Solid Waste, Organic Waste, or Recyclable Materials once title thereto has vested in Franchisee pursuant to this Section. Franchisee shall dispose of all Solid Waste, Organic Waste, and Recyclable Materials collected pursuant to this Agreement in accordance with all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Franchisee shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly III. Rev. Stat. ch. 68, §§ 1-101 *et seq.],* the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly III. Rev. Stat. ch. 29, §§ 17 *et seq.],* the Illinois Fair Employment Practices Act, and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.;* and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Organic Waste and Recyclable Materials, including Subtitle D.

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

9.5 Patriot Act Compliance

Franchisee represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Franchisee further represents and warrants to the Village that Franchisee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Franchisee hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

9.6 Changes in Laws

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

9.7 Governing Laws

This Agreement and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Proper venue for any dispute arising from this Agreement or the conduct of the Work shall be in the Circuit Court of Cook County, Illinois.

9.8 Taxes

Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Franchisee, if necessary. Village will not reimburse or assist Franchisee in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Franchisee. Franchisee shall be required to reimburse the Village for any such taxes paid. Failure of Franchisee to comply with the provisions of this Section shall entitle Village to withhold or recover from Franchisee the costs thereof.

9.9 Employee Taxes and Benefits

Franchisee shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Franchisee; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that Village may be required to pay.

9.10 Force Majeure

Whenever a period of time is provided for in this Agreement for either Village or Franchisee to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Franchisee's control" if committed, omitted, or caused by Franchisee, Franchisee's employees, officers or agents or a subsidiary, affiliate or parent of Franchisee or by any corporation or other business entity that holds a controlling

interest in Franchisee, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Franchisee's employees would not be an act "beyond Franchisee's control"). Franchisee shall promptly notify Village when Franchisee reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.11 Continuation of Work During Labor Dispute

For the purposes of this Agreement, a *"Labor Dispute"* shall be defined as any slow-down or cessation of work by Franchisee's employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work, Franchisee shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Franchisee shall be automatically deemed to be in default and to have committed a breach of this Agreement unless said work stoppage or slow-down is remedied to Village's satisfaction in accordance with this Section 8.11. In the event of a work stoppage due to a Labor Dispute, Franchisee shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Franchisee shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work. In the alternative, Village shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to Village's cost of replacing or supplementing labor. Village may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by Village, or in the event that Village otherwise takes legal action to enforce the terms of this section, Franchisee shall be responsible for Village's attorney's fees and court costs, without prejudice to any other remedies that Village may have.

9.12 No Collusion

Franchisee hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Franchisee has, in procuring this Agreement, colluded with any other party, then Franchisee shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void.

9.13 Confidential Information

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

9.14 Assignment

Franchisee shall not assign this Agreement or sublet it as whole, or assign any of Franchisee's rights under this Agreement, without the prior express written approval of Village, which approval may be exercised in the sole and unfettered discretion of Village. Village may assign any or all of its rights or obligations under this Agreement without the prior consent of Franchisee.

9.15 Notices

Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Suite 300
Rosemont, IL 60018
Attn: Joshua Connell

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

9.16 Binding Effect

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

9.17 Franchisee Acknowledgment

Franchisee acknowledges that: it has carefully read the terms, conditions and provisions of this Agreement and the Glencoe Municipal Code; it accepts, without reservation, the obligations imposed by said terms, conditions and provisions; it agrees to accept the validity of said terms, conditions and provisions; it agrees to abide by said terms, conditions and provisions; it agrees not to proceed, at any time, against Village in any claim for damages challenging any term, condition or provision of this Agreement or of the Glencoe Municipal Code on the basis that Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary or void.

9.18 Authority to Execute

Franchisee hereby warrants and represents to Village (A) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (B) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (C) that neither the execution of this Agreement nor the performance of the obligations assumed by

Franchisee hereunder will (i) result in a breach or default under any agreement to which Franchisee is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Franchisee is subject.

9.19 Severability

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

9.20 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Franchisee.

9.21 Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefore and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

[SIGNATURE PAGE FOLLOWS]

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ATTACHMENT A

C. COST PROPOSAL

SERVICE TYPE	BILLING UNIT	MONTHLY RATE
CURBSIDE – 1X / WEEK		
35G	PER MONTH	$24.50
35G SENIOR	PER MONTH	$23.85
65G	PER MONTH	$25.50
65G SENIOR	PER MONTH	$22.95
95G (UNLIMITED)	PER MONTH	$26.50
95G (UNLIMITED SENIOR)	PER MONTH	$23.85
BACKDOOR – 1X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
*BACKDOOR SERVICES FOR WASTE ONLY		
CURBSIDE – 2X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
BACKDOOR – 2X / WEEK		
35G	PER MONTH	ADD: $34.00
35G SENIOR	PER MONTH	ADD: $34.00
65G	PER MONTH	ADD: $34.00
65G SENIOR	PER MONTH	ADD: $34.00
95G (UNLIMITED)	PER MONTH	ADD: $34.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $34.00
OTHER COLLECTION OPTIONS		
BULK ITEM / ELECTRONIC DEVICES COLLECTION	PER ITEM	$30.00 - $50.00
HHW*	PER MONTH	$1.50
WHITE GOODS COLLECTION	PER ITEM	$30.00
EMERGENCY COLLECTION	PER CUBIC YARD	$20.00
REFUSE / WASTE STICKERS	PER STICKER	$3.25
*IF CHOSEN, ALL RESIDENTS WILL PAY		
LANDSCAPE WASTE & ORGANICS COLLECTION		
YARD WASTE STICKERS	PER STICKER	$3.25
SEASONAL SUBSCRIPTION SERVICE (35G CONTAINER)	PER SEASON	$220.00
SEASONAL SUBSCRIPTION SERVICE (95G CONTAINER)	PER SEASON	$220.00
ANCILARY CHARGES		
ADDITIONAL CART(S)	PER MONTH	$5.00
CART EXCHANGE / SWITCH		$30.00

Should utilization rise above 40% of households per week, Franchisee will notify the Village in writing at least six months prior to increase.

Year	Rate – 40% Utilization	Rate – 41% - 70%	Rate – 71%+
2025	$4.50/per household	$4.50/per household	$4.50/per household
2026	$4.50/per household	$4.50/per household	$4.50/per household
2027	$4.73/per household	$6.00/per household	$8.00/ per household
2028	$4.97/per household	$6.30/ per household	$8.40/per household
2029	$5.22/per household	$6.61/ per household	$8.82/per household

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ATTACHMENT B

AGREEMENT PRICE ADJUSTMENT NOTICE

Date: *[INSERT]*

TO: Village of Northbrook *("Village")*
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC WASTE COLLECTION FRANCHISE AGREEMENT PRICE ADJUSTMENT NOTICE

Pursuant to and in accordance with Section 2.4.C.i of that certain Franchise Agreement between the Village of Northbrook and LAKESHORE RECYCLING SYSTEMS, LLC for the Collection and Disposal of Solid Waste, Organic Waste, and Recyclable Materials *("Franchise Agreement"),* LAKESHORE RECYCLING SYSTEMS, LLC is providing the Village with the required notice of its intent to increase the rates and charges that constitute the Agreement Price, as defined in the Franchise Agreement, by the following percentages and amounts, effective *[INSERT DATE]:*

None of the percentage increases proposed in this Notice exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between August 15, *[INSERT YEAR]* and August 15, *[INSERT YEAR]* which was equal to: *'INSERT]*

LAKESHORE RECYCLING SYSTEMS, LLC

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ATTACHMENT C

CUSTOMER COLLECTION DAYS

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ATTACHMENT D

MUNICIPAL COLLECTION SITES

Location, size, frequency and number of Village and other public entity containers to be furnished and serviced at no cost:

Site	Refuse, size	Recycle, Size	Frequency
Village Hall, 1225 Cedar Lane	Dumpster	Dumpster	1x per week
Police Station, 1401 Landwehr Road	Dumpster	Dumpster	1x per week
Public Works Center 655 Huehl Road	Dumpster	Dumpster	1x per week
Fleet Maintenance Garage, 1227 Cedar Lane	Dumpster	Dumpster	1x per week
Fire Station No. 11, 740 Dundee Road	Dumpster	Dumpster	1x per week
Fire Station No. 10, 650 Huehl Road	Dumpster	Dumpster	1x per week
Fire Station No. 12, 1840 Shermer Road	Dumpster	Dumpster	1x per week
RED Center, 1842 Shermer Road	Dumpster	Dumpster	1x per week
Water Filtration Plant, 750 Dundee Road	Dumpster	Dumpster	1x per week
Crestwood Senior Housing, 1000 Waukegan Road	Dumpster	Dumpster	1x per week
Metra Train Station, 1340 Shermer Road	Dumpster	Dumpster	1x per week
Central Business Area	Sidewalk Containers	Sidewalk Containers	2x per week
All other Village locations/sites that may hereafter be			1x per week

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identified by the Village			

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ATTACHMENT E

RECYCLABLE MATERIALS ACCEPTED

Additional materials may be added upon the mutual agreement of the Village and the Franchisee.



ATTACHMENT F

ORGANIC WASTE

YARD WASTE AND FOOD SCRAPS

No Plastic / Glass / Metal

For more information, visit www.swalco.org

LRS
LRSRECYCLES.COM | 844.NEED.LRS

ACCEPTABLE ITEMS:


Fruits and Vegetables


Shells & Bones


Meat, Fish & Dairy


Pasta & Rice


Eggshells, Egg Cartons, Nutshells


Coffee Grounds & Filters, Tea Bags


Paper Bags, Paper Towels & Newspaper


Uncoated Paper Plates, Napkins, Pizza Boxes


Plants and Trimmings, Cut Flowers, Leaves, Grass, Branches, House Plants, Flower Bouquets

UNACCEPTABLE ITEMS:

- Animal Waste and Pet Litter
- Biodegradable Plastic (Bags, Utensils, Cups and Straws)
- Diapers, Wipes and Bath Tissue
- Liquids, Oil and Grease
- Plastic Bags
- Plastic-Coated Paper Cups and Plates
- Plastic Containers and Trays
- Paper Ice Cream/Milk/Juice Cartons
- Rocks, Bricks and Concrete
- Rubber Bands and Twist Ties
- Styrofoam
- Glass
- Metal
- Wood


No Plastic Bags

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ATTACHMENT G

FRANCHISEE'S OPERATIONAL PLAN

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ATTACHMENT H

HOME HAZARDOUS WASTE PROGRAM

HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICES

ACCEPTABLE ITEMS

Aerosols	Driveway Sealer	Automotive Chemicals
Air Fresheners,	Enamel (Combustible Paints)	Fertilizers/Weed Killers
Corrosive Acids	Flammable Solvents/Oils	Gasoline/Diesel
Corrosive Bases	Household Cleaners	Insecticide Bug Spray
Fire Extinguishers	Mercury Articles	Lead Acid Batteries
Fluorescent Lamps	Mixed Solvents and Oils	Lithium Batteries
Hairspray	Oil Based Paints/Stains	NiCad Batteries
HID Bulbs	Oil, Lead, Urethane, or	Pesticides/Herbicides
Non-PCB Ballast	Chromium Based Paints	Poison
Oven Cleaner	Resins/Glues/Spray Adhesives	Pool Chemicals
PCB Ballast	Shellac/Varnish	Sump Pump Batteries
Spray-paint		Used oil filters
		WD-40

UNACCEPTABLE ITEMS

Alkaline Batteries	**Non-Residential Waste**	**Latex Paint**
Ammunition	Acetylene Cylinders	Pharmaceuticals
Appliances	MAPP Gases	Radioactive Material
Asbestos	Non-Propane Cylinders	Reactive Materials
Explosive	Part A/Part B Foam	Smoke Detectors
Material/Fireworks	Cylinders	Tires
Medical Waste / Biological	Unknown/Unmarked Item(s)	

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VILLAGE OF NORTHBROOK

1225 CEDAR LANE
NORTHBROOK, IL 60062

REFUSE AND RECYCLING PROPOSAL FOR THE VILLAGE OF NORTHBROOK

SUBMITTED BY:

Bill Kenney
5500 Pearl Street
Rosemont, IL 60018

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MISSION STATEMENT

LRS IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE AND VALUE THROUGH RELENTLESS COMMITMENT TO CUSTOMER SATISFACTION AND PRESERVATION OF OUR ENVIRONMENT.

I. PROGRAM OVERVIEW

A. COVER LETTER

January 12, 2024

Mr. Sam Reiss – Management Analyst
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Re: Refuse and Recycling Proposal for the Village of Northbrook

Dear Sam,

On behalf of LRS, I am grateful for this opportunity to provide the Village of Northbrook with a bid for its solid waste, recycling and landscape waste services.

Since our earnest beginnings in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with a service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-are recycling processing facility on the Southside of Chicago, and formally integrated its first electric truck to our fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company. We have been proudly serving municipalities throughout Chicagoland since 2012, and look forward to partnering with Northbrook to bring its residents the same gold-standard in service and quality.

As part of its bid to the Village, LRS will commit to using an all-CNG fleet of trucks by some point in 2025 for its waste and recycling routes. LRS will also be operationg out of its Northbrook facility, at which we have a CNG filling station.

LRS has thoroughly read the Village's RFP, and understands the scope of services the Village has put forth. We look forward to further conversation with the Village, and again, are grateful for this opportunity.

All the best,

Bill Kenney
Municipal Manager
bkenney@lrsrecycles.com

I. PROGRAM OVERVIEW
B. REFERENCES

City of Highland Park
Homes: 9,200
Contract Start: January 2016
Contact: Erin Jason
Phone: 847-926-1004

Village of Deerfield
Homes: 6,600
Contract Start: April 2021
Contact: Andrew Lichterman
Phone: 847-719-7403

City of Wheaton
Homes: 15,000
Contract Start: October 2017
Contact: John Duguay
Phone: 630-473-7086

City of Geneva
Homes: 7,800
Contract Start: July 2018
Contact: Rich Babica
Phone: 630-232-1505

Village of Schaumburg
Homes: 25,000
Contract Start: April 2022
Contact: Megan Buck
Phone: 847-923-6672

City of Des Plaines
Homes: 17,500
Contract Start: March 2021
Contact: Tim Watkins
Phone: 847-391-5468

Village of Western Springs
Homes: 4,500
Contract Start: January 2020
Contact: Elaine Haeske
Phone: 708-246-1800

Village of Elmwood Park
Homes: 7,500
Contract Start: April 2019
Contact: Kim Parrilli
Phone: 708-452-3914

I. PROGRAM OVERVIEW
C. COST PROPOSAL

SERVICE TYPE	BILLING UNIT	MONTHLY RATE
CURBSIDE - 1X / WEEK		
35G	PER MONTH	$24.50
35G SENIOR	PER MONTH	$23.85
65G	PER MONTH	$25.50
65G SENIOR	PER MONTH	$22.95
95G (UNLIMITED)	PER MONTH	$26.50
95G (UNLIMITED SENIOR)	PER MONTH	$23.85
BACKDOOR - 1X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
*BACKDOOR SERVICES FOR WASTE ONLY		
CURBSIDE - 2X / WEEK		
35G	PER MONTH	ADD: $17.00
35G SENIOR	PER MONTH	ADD: $17.00
65G	PER MONTH	ADD: $17.00
65G SENIOR	PER MONTH	ADD: $17.00
95G (UNLIMITED)	PER MONTH	ADD: $17.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $17.00
BACKDOOR - 2X / WEEK		
35G	PER MONTH	ADD: $34.00
35G SENIOR	PER MONTH	ADD: $34.00
65G	PER MONTH	ADD: $34.00
65G SENIOR	PER MONTH	ADD: $34.00
95G (UNLIMITED)	PER MONTH	ADD: $34.00
95G (UNLIMITED SENIOR)	PER MONTH	ADD: $34.00
OTHER COLLECTION OPTIONS		
BULK ITEM / ELECTRONIC DEVICES COLLECTION	PER ITEM	$30.00 - $50.00
HHW*	PER MONTH	$1.50
WHITE GOODS COLLECTION	PER ITEM	$30.00
EMERGENCY COLLECTION	PER CUBIC YARD	$20.00
REFUSE / WASTE STICKERS	PER STICKER	$3.25
*IF CHOSEN, ALL RESIDENTS WILL PAY		
LANDSCAPE WASTE & ORGANICS COLLECTION		
YARD WASTE STICKERS	PER STICKER	$3.25
SEASONAL SUBSCRIPTION SERVICE (35G CONTAINER)	PER SEASON	$220.00
SEASONAL SUBSCRIPTION SERVICE (95G CONTAINER)	PER SEASON	$220.00
ANCILARY CHARGES		
ADDITIONAL CART(S)	PER MONTH	$5.00
CART EXCHANGE / SWITCH		$30.00

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS



COMPANY EXPERIENCE

LRS is prepared and committed to carrying out all provisions of the Village's RFP. We believe our submission will not only outline our abilities to meet and exceed the Village's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the residents of the Village of Northbrook. LRS drivers will be equipped with extra carts to more safely and efficiently service those residents who have opted to use a 'backdoor' style of service, as well as any additional or unforeseen service requirements.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al). This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.

LRS is the contracted hauler for over 200 municipalities. Several of those with similar make-up and characteristics of the Village of Northbrook. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which complements the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with residents and administrators to come up with tailored promotional programs that will fit the Village's needs and expectations. Northbrook will be no exception to this.

COMPANY INFORMATION

FULL COMPANY NAME:	LRS
ADDRESS:	5500 PEARL ST., ROSEMONT, IL 60018
PHONE NUMBER:	844.NEED.LRS
FAX NUMBER:	773.685.6043
WEBSITE:	LRSRECYCLES.COM

I. PROGRAM OVERVIEW
D. COMPANY PROCESS & CHICAGOLAND CONTRACTS

City of Highwood
- Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton
- Residential franchise
- Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park
- Residential & Commercial franchise
- Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield
- Residential & Commercial franchise
- Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie
- Commercial franchise
- Start Date: June, 2012
- Size: 1,800 commercial accounts

Village of Bannockburn
- Residential & Commercial franchise
- Start Date: March 2013
- Size: 225 homes

Village of Riverwoods
- Residential franchise
- Start Date: April 20213
- Size: 1,300 homes

Village of Glencoe
- Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka
- Residential franchise
- Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills
- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg
- Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston
- Commercial franchise
- Start Date: November, 2022
- Size: 2,000 commercial accounts

Chicago Public Schools (CPS)
- Commercial franchise
- Start Date: January 2014
- Size: 660 schools

City of Des Plaines
- Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park
- Residential franchise
- Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood
- Residential franchise
- Start Date: April, 2022
- Size: 6,250 homes

City of Northlake
- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park
- Residential franchise
- Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island
- Residential franchise
- Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs
- Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles
- Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

City of Geneva
- Residential franchise
- Start Date: July, 2018
- Size: 7,800 homes

II. RESPONDENT QUALIFICATIONS
A. ORGANIZATIONAL BACKGROUND

INTRODUCTION TO LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered and laid the foundation for LRS now headquartered in Rosemont, IL. Today, LRS is the largest privately-held waste company in Illinois and the fourth largest in the country. LRS owns and operates multiple Material Recovery Facilities (MRFs) throughout the Midwest, including several state-of-the-art single-stream MRFs, being the first waste company in the country to implement robotics, using artificial intelligence.

LRS has strategically acquired companies and partnered with companies that align with our common core principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service, and technology.

Over the past ten years, the LRS companies have been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Chicago Metropolitan area. LRS is the honored recipient of many highly regarded awards, including the Illinois Sustainability Award, being the only waste company to receive this award, and more recently, the Overall Safety Award from the Solid Waste Association of North America (SWANA).

LRS offers municipal partners a multitude of services that are sustainable and convenient, along with a competitive rate structure and flexible capabilities. Many of our municipal partners have recognized an increase in recycling and both cost and waste reductions. LRS offers the following services throughout northern and western Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Commercial & Construction Recycling & Waste Services
- Semi-dump Trailer Services
- Portable Storage Units

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS has read the Village's RFP thoroughly, and understands the parameters for service it has laid forth.

Should the Village award this contract to LRS, the following are areas will be the primary (but not sole) areas of concentration for implementation purposes:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

LRS has implemented more new municipal contracts over the past several years than any other area hauler. In each instance, we have been commended by that particular municipality on the relative ease of transition – not just the Village, but to the resident as well.

Even before the Village has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and with our container/cart supplier and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded the Village's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. However, this is not always the case, so we will also procure information by reaching out directly to the Village's residents by social media, mailers and selected civic centers and retailers that experience high amounts of foot traffic.

Once we have attained the information we need for cart allocation, we will be in nearly daily contact with our cart company and delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

LRS has read the Village's RFP. We understand the Village's needs and expectations.

Before implementation, LRS route managers, municipal managers and customer service managers will meet with key Village contacts to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to Village residents. The route manager will be tasked to head the cart delivery crews and operational teams. He or she will work closely with the municipal manager, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire CS team is current on all facets and details of our new partnership with the Village.

We will keep detailed logs of all calls that come in, and report all activity back to the Village's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager) who will oversee all facets of the Village's contract, and constantly look for ways to improve efficiency and the overall experience for the Village residents.

OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee. John and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes every day and spend several days each week in the Village making sure all services are operating at peak performance. Our operations leads will carefully consider all drivers who are interested in becoming part of our Northbrook team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

ROUTING AND SERVICING

LRS is bidding this work based on a four-day schedule for the sake of efficiency and full utilization of assets and drivers. LRS will ensure that proper outreach is made to all residents to make the transition as seamless as possible.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.

II. RESPONDENT QUALIFICATIONS
B. SERVICE REQUIREMENTS

CUSTOMER EXPERIENCE

Our office is currently staffed for growth. We have industry veterans in all departments of our company to meet your service support and documentation needs. Our management team will work directly with Village personnel and homeowners to ensure customer satisfaction and compliance.

LRS would provide letters/brochures in advance of a renewal start date which would inlcude input from the Village of Northbrook.

All phone calls and electronic communication will be handled by our Customer Service Center. Our team of professionals will work diligently so that all inquiries, questions or issues are fully resolved within 24-hours. All calls will be tracked and reviewed by a LRS manager on a daily basis.

CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

PROCEDURES FOR HANDLING COMPLAINTS, MISSED PICKUPS AND OTHER CUSTOMER CALLS

Residents may call LRS' Customer Service Center at 773.685.8811. Customers can also submit inquiries through a dedicated link that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, a floor leader or one of our two Municipal Managers will be available to assist. All matters will be responded to and/or handled within 24-hours or next business day. LRS' Municipal Managers will also be available for site visits as needed. A manager will review the issues log daily to ensure all customer needs are resolved appropriately and in a timely manner. A Customer Service Manager will review the call log daily for an abandonment rate below 3% and analyze for ways to improve.

MISSED PICKUPS

Residents can report missed pickups by calling our Customer Service Center at 844.NEED.LRS. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS

ORGANIZATIONAL PLAN

LRS will provide the Village with a dedicated customer service team and management team. Residents and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the Village's contract, and constantly look for ways to improve efficiencies and the overall experience for the Village residents.



OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the Village making sure all services are operating at peak performance. CUSTOMER SUPPORT Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

PRIMARY CONTACT

Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com
773.960.2091
5500 Pearl Street Rosemont, IL 60018

II. RESPONDENT QUALIFICATIONS
C. STAFF QUALIFICATIONS



JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



BILL KENNEY: MUNICIPAL MANAGER

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administers at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.



JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the City of Kewanee. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics. Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

III. CUSTOMER SERVICE AND MANAGEMENT
B. TRANSITION AND IMPLEMENTATION PROCESS

LRS averages 7-10 new implementations each year. Having navigated this process so many times over the past ten years has given LRS a deep appreciation for every aspect of service transitions.

Should LRS be fortunate enough to be awarded the Village's residential waste and recycling franchise, it would immediately start the process of procuring drivers, trucks and general assets (carts, containers, et al). It is not uncommon for us to start this process even before being awarded a new contract in the interest of getting ahead of the process should deadlines be tight.

After initial meetings with Village staff and key stakeholders, LRS would begin a process based on the following timelines:

MAY, 2024:
Once awarded the contract, and once key personnel on both sides have had the opportunity to meet, LRS would begin putting marketing and outreach items together. This would include an initial mailer to all residents alerting them of the new services and dates. LRS would also start work on a more exhaustive mailer or 'trifold' that would be of thick-stock cardboard and contain key details and timelines to the new program.

JUNE, 2024:
LRS would open a web portal on our website with intention of enrolling as many residents as possible for their new carts and preferred service. This would be promoted through the aforementioned mailer, as well as LRS and Village websites. LRS would also anticipate having a customer listing through either the Village or the incumbent to work off of. General provisions and service offerings will have been agreed to by the Village at this point.

JULY, 2024:
LRS will have already procured carts with our cart company by way of estimations and will start meeting and discussions with out cart delivery team. Additional meetings with the Village will take place as needed, but communication on all aspects will be a weekly occurrence at this point. LRS will not send out any mailing or communication with Village residents without the explicit approval of key Village personnel.

AUGUST, 2024:
In early August, LRS will take the information it has gleaned from its web portal for cart selection and provide this to our cart company for final procurement. LRS anticipates that carts would be delivered to an agreed upon cart staging area by mid August to then be delivered from that point through the rest of August. At the close of each day, LRS will provide the Village with metrics that show how many carts have been delivered to that point, and how many are left to fill.

SEPTEMBER, 2024:
LRS commences services with the Village of Northbrook!

II. RESPONDENT QUALIFICATIONS
D. CHICAGO METRO MUNICIPAL CONTRACTS

Please see the earlier detailed list of current Chicagoland LRS contracts.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

SERVICE STANDARDS

Since its inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. Our Northbrook team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the Village and its residents are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.

Our operational team will also have a dedicated Northbrook supervisor, who will start assessing the Village in terms of routing and efficiency well before we start services.

UNIQUE RECYCLING CAPABILITIES

As municipalities and residents' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facilities in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly built recycling facility in Northbrook, and February of this year, LRS officially opened our new $55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

EXPERIENCE

LRS knows that the Village and its residents have high expectations and standards for all services and utilities. We will leverage our vast experience and abilities to make sure these standards are exceeded.

II. RESPONDENT QUALIFICATIONS

E. PROVEN EXPERIENCE

AWARDS

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.

National Association of Environmental Professionals
Be Connected

TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

RECYCLING CERTIFICATION INSTITUTE

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.



The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.

Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in Chicagoland, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.

ORIGINS IN PARTNERSHIP

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

LRS SNAPSHOT: 2022 FOOTPRINT

LRS operates 65 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.

RECYCLING CERTIFICATION INSTITUTE

Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee

Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.
- Revenues: $600,000,000+
- Employees: 2,700+

THINKING GLOBALLY: MACQUARIE INFRASTRUCTURE AND REAL ASSETS: INFRASTRUCTURE'S GREEN GIANT

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO

Carbon footprint reduction starts by accelerating public-private collaboration:

Barging

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO2 and 1.5 million pounds of particulate emissions each year.
Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffry Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION

ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Environmental Benefits

- Reduction of 22 million pounds of CO2 emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

Residential Recycling in Chicago

Winning the City of Chicago's official residential recycling partner contract, serving four of six Blue Cart zones. In conjunction with the contract, a new advanced Material Recovery Facility (MRF) is currently under development in Chicago with a go-live time frame of Q4 2022 and an adjoining education center proposed for the site.

The Recycling Partnership

LRS works closely with this forward-thinking organization for plastic recycling grants and increasing access to recycling services throughout Chicago, the surrounding suburbs, and rural communities throughout Illinois.

Generating social Impact

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation's armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations.

LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

Developing the next generation of environmental stewards: Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation's third largest school system. As part of our commitment to support the District's zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

Training and developing a skilled workforce: In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.



Extending a hand up to empower future generations: LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

Mentoring the next generation of innovators at Northern Illinois University's College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.

II. RESPONDENT QUALIFICATIONS
F. ESG & MISSION



ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

Partnering with Habitat for Humanity through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

Donating resources to combat food insecurity in select communities where cost of living challenges remain prevalent.

Promoting employee wellness at Wellness Fairs each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

Annual fundraising events from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.



ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electronic truck in 2023.



Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year



Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero

III. CUSTOMER SERVICE AND MANAGEMENT

A. PROGRAM EDUCATION

NORTHBROOK PROGRAM BROCHURE

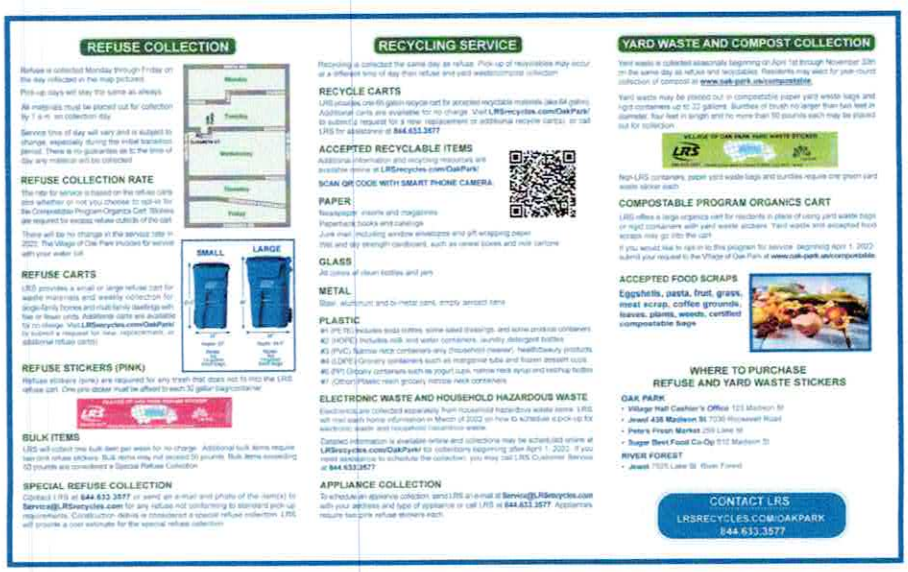
LRS will develop a new Northbrook Program Brochure to be mailed to each household and made available online for download/print and other designated approved locations. The Program Brochure will cover all services. It's a large brochure, allowing adequate space for program details and ensuring residents will know to keep it.

The following is an example of a tri-fold program brochure developed specifically for Oak Park's program:

OUTSIDE



INSIDE



III. CUSTOMER SERVICE AND MANAGEMENT
A. PROGRAM EDUCATION

LRS Website Notification Pop-Up's
LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather-related service issues or postponed services. Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snowstorm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

LRS Facebook Page
LRS provides community-specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers can post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

Email for Customers
LRS has a designated customer service email address with dedicated and seasoned representatives available to promptly respond.

Request a Quote
"Request a Quote" is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.

Improperly Prepared Materials – Sorry Tag
LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection. We take extra steps to communicate with residents to prevent miscommunication or a misunderstanding, by phone call or e-mail, if the customer has provided this contact information. Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.


SORRY
Dear Customer,
DATE _____
LRS LAKESHORE Recycling Systems
LRSrecycles.com | 773.580.8811
Thank You



Recycling Cart Imprint/Sticker
In a coordinated effort with the Illinois Recycling Task Force, we have updated all our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weatherproof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/ print on our website.

DRIVER/STAFF PLAN

LRS has the good fortune of having a team of qualified and experienced drivers to service Village residents. It is a common practice for LRS to interview and hire the best drivers who currently work for a given community's incumbent hauler. LRS would use both approaches to ensure that gold-standard service is provided to residents, and the highest echelons of safety are met.

DEVIATIONS

Deviation One:
Should the cost of diesel fuel exceed $6.25 per gallon, or be reduced to $6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Guage Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Contractor may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The cost, as reported by the AAA, must exceed $6.25 and be verified by the Contractor with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to $0,50 per home / unit for each full $0.10 of incremental increase in fuel costs thereafter. 3) Should the cost of diesel fuel recede back to $6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the resident.

Deviation Two:
In the event there is a change or addition in new local, state or federal rules, ordinances, regulations taxes or government charges that affects the Contractor's cost of providing service, such as a gross receipts tax, sales tax on services other than property taxes, the Contractor may request the reopen the fees set forth in the contract for an impact review of this cost increase. When this cost is verified, the parties may agree to increase the rate for service accordingly, effective on an agree reasonable timeline, by an agree upon amount.

CONCLUSION

In conclusion, while there are many services included in the program we offer Northbrook, we are highlighting some of the most important. We are requesting to meet as we believe it will help the Village understand our team and capabilities given the scope of this program.



Household Hazardous Waste Home Collection

COLLECTION DAY AND DATE: _____

ACCEPTABLE ITEMS (EXAMPLES LISTED)

Aerosols
- Air fresheners
- Hair spray
- Spray paint & adhesives
- Oven cleaner
- Bug spray & sunscreen
- WD-40 & spray lubes

Corrosive Acids
- Muriatic Acid
- Drain Cleaner, De-Clog
- CLR

Corrosive Bases
- Deck & Siding Cleaner
- Drano
- Bleach

Gas Cylinders (max size 12”x36”)
- Fire Extinguishers
- Propane
- Helium
- Freon

Fluorescent Lamps and Bulbs
- HID bulbs
- 4’ & 8’ tubes
- CFLs & incandescent

Lighting Ballasts (disconnected)

Adhesives
- Driveway sealer
- Resins & glues
- Grout

Paint Related Materials
- Enamel (combustible paints)
- Oil Based Paints, Stains
- Lead, Urethane, or Chromium Based Paints
- Shellac, Varnish
- Thinners

Flammable Solvents/Oils
- Torch Fuel

Automotive Chemicals
- Motor Oil & Antifreeze
- Brake & Transmission Fluid
- Fuel System Cleaner
- Gas & Diesel
- Used Oil Filters
- Car Wash & Polish

Fertilizers, Weed Killers, Insecticides
- Solids and Liquids

Batteries (no alkaline)
- Lead Acid
- Lithium
- Nickel Based

Pool Chemicals

Mercury Containing Items
- Switches
- Thermometers

ITEMS NOT ACCEPTED

- Alkaline Batteries
- Ammunition
- Appliances
- Asbestos
- Explosive Material / Fireworks
- Medical Waste / Biological / Sharps
- Combined weight over 70 LBS
- Non-Residential Waste
- Acetylene Cylinders
- MAPP Gases
- Scrap & Trash
- Part A/Part B Foam Cylinders
- Cylinders larger than 12”x36”
- Unknown/Unmarked Items
- Latex & Water based Paints
- Pharmaceuticals
- Radioactive Material
- Electronics
- Smoke Detectors
- Tires
- Containers larger than 5-gallon

To **reschedule**, **cance**l or **inquire on your scheduled household hazardous waste home collection,** call or e-mail **CLEAN HARBORS**, who provides this service on behalf of LRS. Cancellations must be received 3 days prior to the scheduled collection.

PHONE | 866-466-5060 **E-MAIL | LRS@CleanHarbors.com**

HOUSEHOLD HAZARDOUS WASTE
HOME COLLECTION SERVICES
BAG INSTRUCTIONS

SEGREGATE BULBS AND BATTERIES

Place batteries and small bulbs in clear plastic bags, separated by type. Do not mix batteries or bulb types.

Fluorescent bulbs, 4' or longer can be placed out using one of the following methods:

Original packaging, long cardboard box

Bubble wrap and taped in the center

Two garbage bags, taped in the center- covering both ends of the bulb

ENSURE LIQUIDS ARE SEALED

Check to ensure caps are tightly sealed on all containers or bottles. Unsealed liquids will not be accepted. If an item is not clearly identifiable write what the material is on the container.

PLACE IN CLEAR PLASTIC LINER

Place items in provided liner. Try to keep the container upright. Use provided zip tie to close bag.

WHERE TO PLACE OUTSIDE ON SCHEDULED COLLECTION DAY

Place bag near top of walkway, front door, or porch area

***No alley pickups**

Items must be staged outside no later than 6AM on the scheduled day of collection.

Do not leave any household hazardous waste materials at box at the curb or near a public walkway

Fluorescent bulbs prepared for collection should be placed laying down and staged away from walking path or vehicle traffic area.

Special Instructions: Do you have special Instructions on where items will be located for the collection crew? (Example; upstairs apartment, Apt.4, side door or south side rear door)

Please send your name, address and phone number with your special instructions regarding the placement of the materials by email to: LRS@cleanharbors.com..

If you don't have email, or need further assistance regarding this collection, please call Clean Harbors at 866-466-5060. Please let the customer service representative know you have special instructions for your upcoming LRS Household Hazardous Waste Home Collection.

*****70 pound weight limit per home/collection. *****

May 28, 2024

Refuse & Recycling Franchise Agreement

Village Board of Trustees

Timetable for Successor Agreement



Current Franchise Agreement

Expires August 31, 2024

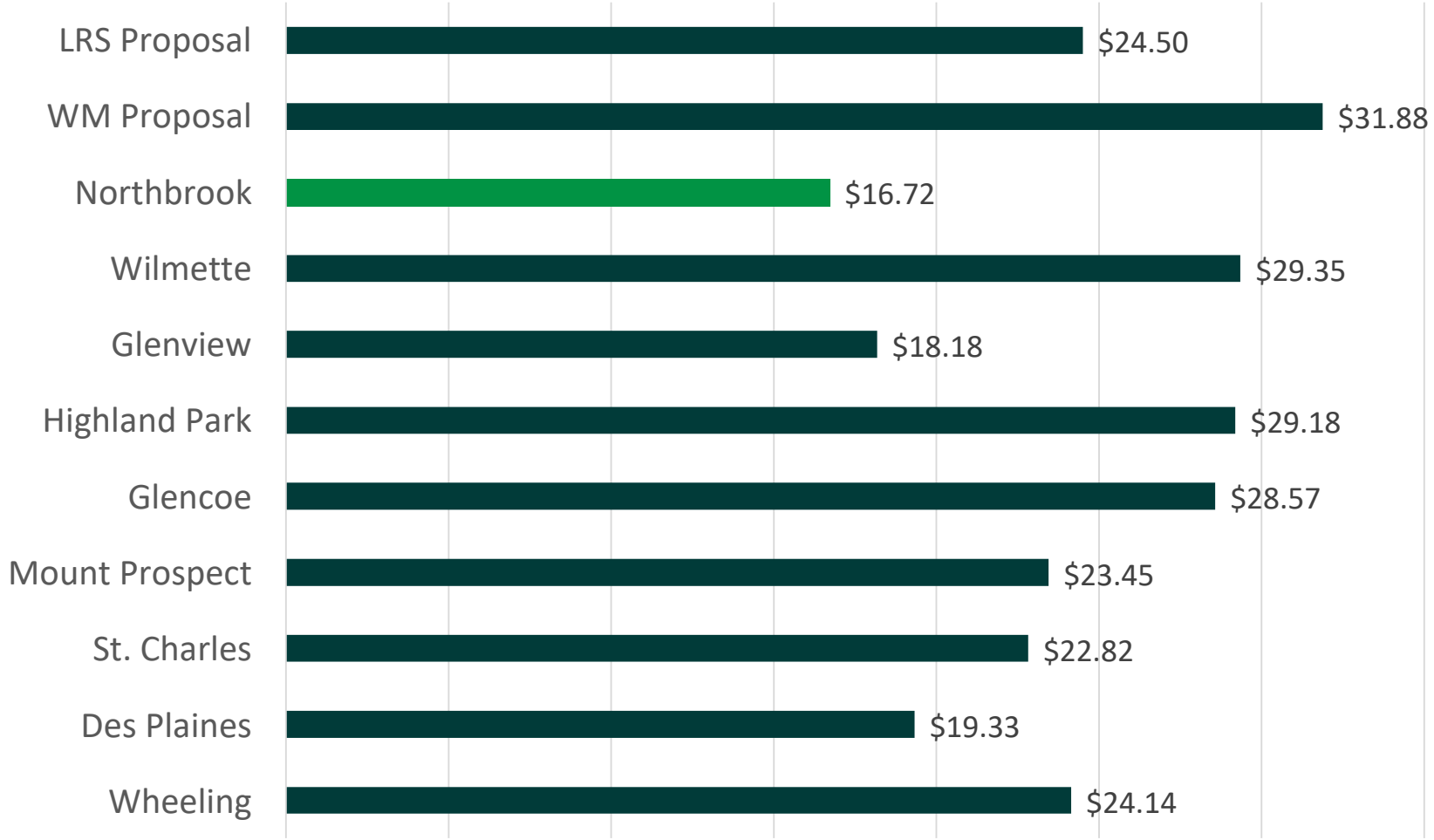
- **The Village contracts with Waste Management (WM) to provide refuse, recycling, landscape waste, and organics collection for all single-family and some multi-family properties within the Village of Northbrook.**

- **The current six-year contract expires August 31, 2024 with the option for three one-year extensions based on mutual consent, if required.**

Summary of Current Services

Total Curbside	**11,243**
Curbside 1x	8,784
Curbside 2x	2,459
Yard Waste Subscriptions	**428**
35 gal	258
95 gal	170
Miscellaneous Services	
Hardship	31
Backdoor	56
Senior Discount	3,037

Monthly Base Rate Comparison: Curbside 1x, 65 gal



Contract Overview: Basic Services

Service Type	Lakeshore Recycling
Base Weekly Service (1x week Curbside)	No Change to Collection Days for refuse & recycling. Cart sizes will remain the same (35, 65, & 96 gal)
Optional Twice Weekly Service	Available at increased base rate
Optional Rear Door Service (both 1x week and 2x week)	Available at increased base rate
Hardship Program	No Changes to current program
Senior Discount	10% (no change)
Bulk Item Collection	One item for free per week. Additional item(s) (or items over 50lbs) would incur a fee based on size, weight, and item.
Organics Collection (opt-out)	Details to follow
Electronics Recycling	Details to follow
Hazardous Waste	Details to follow

Contract Overview: Hazardous Waste & Electronics Collection

Service Type	Details
Electronics Recycling	Maintains current electronics recycling program as items are not included in proposed program.
Home Hazardous Waste Program (new)	Household Cleaners Automotive Chemicals Lithium Batteries Chromium and Oil Based Paints Pool Chemicals
HHW details	- Schedule a home collection online or by phone - LRS provides specific date for service - Collection kit sent - Clean Harbors technician arrives, inspects materials - Additional $1.50 per household per month

Contract Overview: Organics Collection

Service Type	Lakeshore Recycling
Opt-Out Program	Starting in May 2025, each household will receive a 35 gal cart for weekly, year-round collection of organics (food scrapes and landscape).
Subscription Program	Yard Waste subscription still available for $180 per year
Sticker Program	$3.25/sticker
Pricing (opt-out program)	$4.50 per household per month (if 35% or less households participate). Rate frozen for 24 months. Up to $8.00 per household per month (if 70%+ households participate).

Public Engagement

- National Community Survey
  - October – December 2023
  - Scientific sample of resident opinion
  - 94% rated garbage collection excellent/good
  - 83% rated recycling collection as excellent/good
- Northbrook Voice Newsletter
  - Nov./Dec. Issue → Refuse & Recycling Questionnaire
  - May/June Issue → Talk Around Town Segment
  - E-news

Public Meetings

- Committee of the Whole
  - September 26, 2023 – Informational/Educational
- Community & Sustainability Committee
  - January 23, 2024 - Policy Direction
  - May 1, 2024 – Policy Direction
  - May 8, 2024 – Preferred Vendor Recommendation & Implementation Discussions
- Village Board of Trustees
  - May 14, 2024 – Preferred Vendor Selection
  - May 28, 2024 – Contract on Regular Agenda

Next Steps: Implementation Phase

- Village staff and LRS have already begun planning for the implementation of the proposed contract.
- Implementation Phase will include:
  - Communications to Residents
    - Postcard Mailing
    - Brochure mailed to each household
    - Village E-news
    - Village Print Newsletter (July/August & September/October)
    - Online portal on a unique website for Northbrook residents
    - LRS participation at Community Events (events TBD)
    - Additional notice attached to new carts when delivered (mid-August)
  - Cart Swap Outs
    - Over a 3 – 4 week period LRS, WM, and the Village will identify a central location for new LRS carts and old WM carts to be deposited temporarily

Questions?