

Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, June 11, 2024

7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **SWEARING IN OF OFFICER CHRISTIAN MAYSONET, OFFICER JOHNNY CANTU JR., OFFICER WADE MCCLELLAN, OFFICER AMARIS LACOUR, AND SERGEANT NICHOLE OCHAB**
4. **MINUTES APPROVAL**
 - A. May 28, 2024 Regular Board Meeting Minutes for Approval
 - B. May 29, 2024 Special Meeting of the Village Board Minutes for Approval
5. **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.

6. **MANAGER'S REPORT**
7. **WARRANT LIST**
 - A. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated May 30, 2024
 - B. Review and Approval of Payments to be Made for May 16, 2024 - May 31, 2024
8. **PRESIDENT'S REPORT**

Community Moment

 - A. A Proclamation Recognizing June 19 as Juneteenth
 - B. [Commission Reappointments](#)
Reappointment of current commissioners to the Arts and Community Commissions.

- C. [An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class A and Class B Liquor Licenses for Lazy Dog - 992 Willow Road](#)
Lazy Dog Colorado OPS, LLC d/b/a Lazy Dog – 992 Willow Road has applied for a Class A and Class B (On & Off-Premise) Liquor License and the Ordinance Amendment will increase available licenses in these classes.

9. **CONSENT AGENDA**

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

- A. [An Ordinance Amending Articles XXII and XXVI of Chapter 15 of the Northbrook Municipal Code, As Amended, Regarding Licensing Requirements and Regulations for Firearm Sales and Massage Establishments](#)
As reviewed at the April 9, 2024 Committee of the Whole and presented at the May 14 and May 28, 2024 Regular Meetings of the Village Board, amendments to Chapter 15 of the Municipal Code have been prepared to extend business licensing requirements to any home-based firearms dealer and to any massage establishment operated within a residential dwelling unit, but does not include massage therapists who travel to patients' own residences.
- B. [An Ordinance Adopting and Authorizing Updates to the Village of Northbrook Annual Fee Ordinance](#)
An Ordinance to update the Village of Northbrook Annual Fee Ordinance related to business license and registration fees as posted for review as part of the May 28, 2024 Village Board meeting.
- C. [A Resolution Approving the Purchase of an Annual Maintenance Contract for Zoho Corporation Software from Northwind Technologies](#)
This Resolution approves the purchase of an annual maintenance and support contract for Zoho Corporation systems management software from Northwind Technologies.
- D. [An Ordinance Authorizing the Purchase of a Cardiac Monitor/Defibrillator from ZOLL Medical Corporation and Disposing of Surplus Equipment](#)
This Ordinance authorizes the purchase of a new cardiac monitor and the disposal of the 10-year old cardiac monitor which will be replaced.
- E. [A Resolution Approving a Service Order for an Internet Service Upgrade with the State of Illinois Department of Innovation & Technology/Illinois Century Network](#)
This Resolution approves a Service Order to upgrade the Village's existing Internet service with the State of Illinois Department of Innovation & Technology/Illinois Century Network.
- F. [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.

- G. [A Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency \(IRMA\)](#)
The Village is required to appoint a Delegate and Alternate Delegate to represent the Village's interest on the Intergovernmental Risk Management Agency (IRMA) board.
- H. [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. This agenda item was originally considered on May 28, 2024, however the incorrect agreement was attached. Thus staff is bringing it back for the Village Board's reconsideration in the interest of transparency.
- I. [A Resolution Authorizing and Approving the Village Manager's Appointment of Certain Special Counsel](#)
Pursuant to Sec. 2-148 of the Municipal Code, the Village Manager has the authority to appoint special counsel to advise or represent the Village on special subject matters to assist the Village Attorney, subject to approval of the Village Board.

10. ADMINISTRATION AND FINANCE

11. PLANNING AND ECONOMIC DEVELOPMENT

- A. [Consideration of Approval Documents to Grant Zoning Relief to KZF Venture Group, LLC, 2830 Highland Road, Plan Commission Docket No. PCD-24-05](#)
The Plan Commission recommends approval of the following approval documents related to the rezoning and subdivision at 2830 Highland Road:
 - i. An Ordinance Rezoning the Property at 2830 Highland Road and Amending the District Zoning Map; and*
 - ii. A Resolution Approving a Subdivision Variation and Combined Tentative and Final Plat of Subdivision.*

12. COMMUNITY AND SUSTAINABILITY

- A. [A Resolution Approving and Accepting the Village of Northbrook 2024-2025 Climate Action Plan Priority Action Items](#)
As discussed at the May 28, 2024 Committee of the Whole, the Village's consultant, paleBLUEdot and the Sustainability Commission has recommended a new set of priority action items. This resolution approves the proposed 2024-2025 CAP Priority Action Items.

13. PUBLIC WORKS AND FACILITIES

14. PUBLIC SAFETY

15. COMMUNICATIONS AND OUTREACH

16. REMARKS FOR THE GOOD OF THE ORDER

17. CLOSED SESSION

18. ADJOURN

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities

who plan to attend this meeting and who require certain accommodations in order to allow them to observe 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.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 30, 2024 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 6/11/24 MEETING

CHECK		PURPOSE	AMOUNT
NUMBER	VENDOR NAME		
306233	BULLEY & ANDREWS LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	2,800.00
306234	TRUSTY PLUMBING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
306235	RAVINIA PLUMBING & HEATING CO.	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
306236	GREG HOLDE & BRENDA HOFMEISTER	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	60.00
306237	PREMIER CUSTOM HOMES LTD	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
CLASS 'A' TOTAL			4,860.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
FOR 6/11/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6621(A)	A.W. ZENGELER CLEANERS, INC.	UNIFORMS- PD	164.75
306238	AAA LOCK & KEY	SUPPLIES - PW	1,229.90
306273	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	1,159.05
306315	ADVANCE PROPERTY EXPOSURE CANADA	ANNUAL SUBSCRIPTION - IT	7,380.00
6592(A)	ADVANCED TREE CARE	SERVICES - PW	6,615.00
306314	AL WARREN OIL CO INC	FUEL - PW	49,129.18
306331	ALLIED GARAGE DOOR INC	SERVICES - FD (*)	3,537.47
6593(A)	ALPHA PRIME COMMUNICATIONS	SERVICES - PW	915.00
306355	AMANDA JAEGER	REIMBURSEMENT - PD	170.00
6625(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW/IT/PD/FD/FIN/GG	2,197.67
306342	AMERICAN SOCIETY OF CIVIL ENGINEERS	MEMBERSHIPS - PW	194.00
306239	AMERICAN SOLUTIONS FOR BUSINESS	SUPPLIES - FIN	291.99
306240	AMERON POLE PRODUCTS, LLC	MATERIALS - PW (*)	16,776.00
306377	ANNITA GORDON	RESIDENT COST REIMBURSEMENT	32.00
306307	APEX LANDSCAPING INC.	SERVICES - PW	1,824.60
306339	ARCO MECHANICAL EQUIPMENT SALES INC	NO2/CO SYSTEMS - FD (*)	44,215.00
6594(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	789.57
306248	ARTHUR CLESEN, INC.	SUPPLIES - PW	580.00
306341	ATLASTICITY LLC	PROFESSIONAL SERVICES - IT	2,210.08
306301	AXON ENTERPRISE, INC.	SUPPLIES- PD	31.30
6628(A)	B&B HOLIDAY DECORATING, LLC	SERVICES - PW (*)	3,000.00
306303	BADE SUPPLY	SUPPLIES - PW	338.90
306345	BAECORE GROUP, INC	PROFESSIONAL SERVICES - IT (*)	17,475.00
6596(A)	BATTERY SERVICE CORPORATION	PARTS - PW	385.00
6597(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	70,927.61
306241	BERGER EXCAVATING CONTRACTORS, INC.	WATER MAIN IMPROVEMENTS - PW (*)	314,552.70
306243	BERLAND'S HOUSE OF TOOLS	SUPPLIES - PW	475.91
306348	BILL ALT	REIMBURSEMENT - PW	750.00
306244	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	593.98
6598(A)	BOWMAN CONSULTING GROUP, LTD.	PROFESSIONAL SERVICES - PW (*)	37,202.50
306245	BROWNELLS, INC.	SUPPLIES - PD	43.08
306246	BULLDOG SECURITY & COM SYSTEMS INC	PROFESSIONAL SERVICES - PW (*)	188,425.00
306247	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - PW (*)	4,025.00
306297	CINTAS CORPORATION #2	REIMBURSEMENT - PW	349.76
6629(A)	CLARK HILL PLC	LEGAL SERVICES - GG	7,816.50
6599(A)	COMCAST	TELECOMMUNICATIONS - IT	2,723.13
6600(A)	COMCAST	TELECOMMUNICATIONS - IT	2,682.81
306250	COMCAST CABLE	TELECOMMUNICATIONS - IT	447.55
306249	COMCAST CABLE	CABLE - PW	31.47
306321	COMM PARTNERS FOR AFFORDABLE HSG	PROFESSIONAL SERVICES - DPS	2,870.00
306251	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	11,249.47
306338	CONSENSUS CLOUD SOLUTIONS, LLC	MONTHLY SUBSCRIPTION - IT	99.95
306311	CONSERV FS, INC	SUPPLIES - PW	367.25
306324	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	56,032.09
306252	COOK COUNTY HIGHWAY DEPT.	SERVICES - PW	11,463.45
306253	CUTLER WORKWEAR	UNIFORMS - PW	5,384.99
306337	DANNY KEYS 247 INC	SERVICES - PW	1,227.55
306368	DAVID SCHWEIHS	REIMBURSEMENT - FD	46.43
306352	DONALD ANDERSON	REIMBURSEMENT - PD	150.00
306334	DRAIN & PLUMBING SERVICES	SERVICES - PW	803.95
306376	ED NADLER	RESIDENT COST REIMBURSEMENT	45.00
306254	EL-COR INDUSTRIES, INC.	PARTS - PW	2,836.45

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
FOR 6/11/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306312	ELEVATED SAFETY LLC	EQUIPMENT - FD	942.96
306306	ELGIN RECYCLING, INC.	RECYCLING - PW	2,335.00
306373	ELITE DEVELOPMENT, LLC	PERMIT REFUND - DPS	2,147.20
6627(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	33,096.50
306356	ERIC GUSTASON	REIMBURSEMENT - PD	50.60
306344	EUROVIEW ENTERPRISE	SERVICES - PW	595.00
306323	EXCEL OIL SERVICES	SERVICES - PW	175.00
306256	FEDEX	SHIPPING - PD	10.66
306329	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	1,370.00
306257	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	414.81
6623(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	7,527.80
6624(A)	FIRST CHOICE COFFEE SERVICES	SUPPLIES - PW	312.81
306258	FOSTER COACH SALES INC.	PARTS - PW	320.83
306242	G.W. BERKHEIMER CO., INC.	SERVICES - PW/FD/PD/GG	1,421.46
6601(A)	GALLS, LLC	UNIFORMS - PD	292.50
306375	GEORGE ROTH	RESIDENT COST REIMBURSEMENT	4,605.00
306259	GOLF MILL FORD	PARTS - PD	2,811.00
306336	GORDON FLESCH COMPANY INC.	PRINTING - IT	73.18
6602(A)	GRAINGER	SUPPLIES - PW	1,201.39
6630(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,130.61
6604(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	2,275.25
6603(A)	HBK WATER METER SERVICE, INC.	SERVICES - PW	39.00
306260	HENRICKSEN & COMPANY INC	FURNITURE - PW	14,697.60
306265	HEWLETT PACKARD ENTERPRISE	ANNUAL SUBSCRIPTION - IT	9,610.84
306292	HIGH STAR TRAFFIC	SUPPLIES - PW	1,807.25
306261	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	230.30
306313	HORNER & SHIFRIN, INC.	PROFESSIONAL SERVICES - PW (*)	14,420.75
306333	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	7,462.50
306262	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	78.47
306302	IFSAP	TRAINING - FD	10.00
306309	IL DEPT OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT	1,833.91
306282	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306283	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306284	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306285	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306263	IMAGE SPECIALTIES OF GLENVIEW	SUPPLIES - PD	1,045.00
306308	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	2,289.00
306264	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,038.85
306357	JAMISON HANSELMAN	REIMBURSEMENT - PD	216.14
306353	JEFF ZIEBKA	REIMBURSEMENT - PD	787.69
306358	JESSICA MOSS	REIMBURSEMENT - PD	349.98
306349	JOHN OSTERKORN	REIMBURSEMENT - PW	750.00
306304	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	88.11
306346	KASPER & NOTTAGE, P.C.	LEGAL SERVICES - GG	4,064.00
306374	KEITH BEACH	RESIDENT COST REIMBURSEMENT	45.00
306359	KYLE PILMER	REIMBURSEMENT - PD	550.15
306266	LAKE COUNTY HOSE AND EQUIPMENT INC	PARTS - PW	270.52
306267	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	140.00
6606(A)	LAUTERBACH & AMEN, LLP	PROFESSIONAL SERVICES - FIN	15,000.00
306268	LEE JENSEN SALES COMPANY, INC.	SUPPLIES - PW	710.00
306328	LEOPARDO COMPANIES INC.	WATER DAMAGE RENOVATION - FIN (*)	277,500.00
306326	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	302.40

VILLAGE OF NORTHBROOK

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WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6607(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW/GG	352.10
6626(A)	MACQUEEN EMERGENCY GROUP	FIRE TRUCK REPAIR - PW	5,937.01
306360	MATTHEW JOHNSON	REIMBURSEMENT - PD	376.61
6608(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	2,544.72
306325	MCNISH CORPORATION	SERVICES - PW	493.00
6609(A)	MEADE INC.	SERVICES - PW	2,189.37
306269	MENONI & MOCOGNI, INC.	MATERIALS - PW	6,820.25
306327	MESCADA LLC	SERVICES - PW	3,200.00
6610(A)	METROPOLITAN INDUSTRIES	SERVICES - PW	1,462.50
6611(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	19,170.36
306369	MICHAEL MARINIER	REIMBURSEMENT - FD	20.00
6619(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	245.01
6612(A)	MID AMERICAN WATER OF WAUCONDA INC.	PARTS - PW	3,348.00
306270	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	3,657.31
306305	MOORE LANDSCAPES, LLC	SERVICES - PW (*)	31,566.65
306378	MS. MARSHA SIMKIN	RESIDENT COST REIMBURSEMENT	225.00
306271	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	1,098.99
306361	NANCY VACCARO	REIMBURSEMENT - PD	228.47
306310	NAPA AUTO PARTS	PARTS - PW	1,061.14
306332	NELBUD SERVICES, LLC	SERVICES - PW	504.95
306362	NICHOLAS WHITE	REIMBURSEMENT - PD	300.00
306274	NICOR	UTILITIES - PW	2,011.40
306272	NIPSTA	TRAINING - PW	250.00
306371	NOAH FRANK	ESCROW RELEASE - PW	1,500.00
306276	NORTH SHORE GAS COMPANY	UTILITIES - PW	35.27
306317	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	1,097.86
306275	NORTHERN ILLINOIS POLICE ALARM	PROFESSIONAL SERVICES - PD	12.50
306277	NORTHWEST FREIGHTLINER	PARTS - PW	328.28
306322	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	901.20
6613(A)	PARKMOBILE, LLC	SERVICES - PW	881.50
306370	PAUL SCHWARZ	REIMBURSEMENT - FD	40.00
306335	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	280.02
6614(A)	POMP'S TIRE SERVICE, INC.	TIRES - FD/PD	6,539.32
306330	PRAIRIE STATE CYCLING SERIES LLC	INTELLIGENTSIA CUP 2024 - GG (*)	3,666.66
306340	RAINBOW ECOSCIENCE	SUPPLIES - PW	936.54
6615(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	22,687.18
306278	RED'S GARDEN CENTER, INC.	SUPPLIES - PW	391.50
306363	RICHARD RASH	REIMBURSEMENT - PD	55.00
6595(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,305.00
306279	ROUTE 12 RENTAL CO INC	SERVICES - PW	376.90
306343	RS AMERICAS INC	SUPPLIES - PW	166.59
306280	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	141.66
306367	RYAN WHITECOTTON	REIMBURSEMENT - PW	60.00
306281	SAF-T-GARD INTERNATIONAL, INC.	SUPPLIES - PW	349.20
306364	SCOTT LUBIAK	REIMBURSEMENT - PD	123.47
306286	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT (*)	39,393.68
306365	SHARI NIVASCH	REIMBURSEMENT - PD	148.72
306287	SHERMAN MECHANICAL INC.	SERVICES - PW	1,770.10
306288	SHERWIN WILLIAMS	SUPPLIES - PW	332.85
306300	SMG SECURITY SYSTEMS, INC.	SERVICES - PW	108.81
6616(A)	SPRING ALIGN OF PALATINE INC.	SERVICES - PW	1,898.98
306289	SUBURBAN ACCENTS INC.	SERVICES - PW	450.00

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306290	SUNSET FOOD MART, INC.	CANTEEN - PD/PW	178.42
6631(A)	SUPERIOR FENCE AND RAIL	FENCE REPAIR - PW	17,218.62
306318	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	2,223.06
306354	TERRENCE JORIA	REIMBURSEMENT - PD	94.87
306319	THALMANN ALIGNMENT INC	SERVICES - PW	90.00
306350	THOMAS RUCKER	REIMBURSEMENT - PW	750.00
306347	THOMAS SCHAEFER	REIMBURSEMENT - PW	750.00
306320	TODAY'S UNIFORMS INC.	UNIFORMS- PD	475.50
306351	TOM BENEDETTI	REIMBURSEMENT - PW	943.00
306291	TOTAL PARKING SOLUTIONS, INC.	QUARTERLY MAINTENANCE - PW (*)	1,920.00
306255	TRANSCHICAGO TRUCK GROUP	NEW VEHICLE - PW (*)	105,309.00
306294	U.S. FIRE & SAFETY EQUIPMENT	SERVICES - PW	656.36
306293	ULINE, INC.	EQUIPMENT - PW	4,780.56
6605(A)	USABLUBOOK	SUPPLIES - PW	4,830.88
6618(A)	USALCO	CHEMICALS - WP (*)	4,349.80
306316	VERIZON CONNECT NWF INC.	SERVICES - PW	1,171.09
306295	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	2,806.45
306296	VILLAGE OF BUFFALO GROVE	SUPPLIES - PW	140.00
6617(A)	WEIDNER FARMS MATERIAL INC.	SERVICES - PW (*)	4,063.89
306298	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	4,933.17
306366	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	311.60
6620(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	200.00
306299	WINKLER'S TREE SERVICE INC.	SERVICES - PW	55.00
306372	YURII DOLIA	DEPOSIT REFUND	1,000.00
6622(A)	ZEP SALES & SERVICE, SELIG	SUPPLIES - FD	281.02
CLASS 'A' TOTAL			1,637,317.98

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
409(E)	FEDEX	SHIPPING - PW/FIN	23.50
5(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	14,898.95
306083	JACQUELINE DURMENT	REIMBURSEMENT - FD	159.00
410(E)	LOWE'S	SUPPLIES - PW	1,522.70
411(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	75,684.00
306084	PAUL SCHWARZ	REIMBURSEMENT - FD	137.90
5/31/24	PAYROLL	5/31/2024 PAYROLL	1,033,930.55
5/31/24	PAYROLL	5/31/2024 PAYROLL	1,215.28
CLASS 'B' TOTAL			1,127,571.88
REPORT TOTAL			2,764,889.86

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
FOR 6/11/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306241	BERGER EXCAVATING CONTRACTORS, INC.	WATER MAIN IMPROVEMENTS - PW (*)	314,552.70
306328	LEOPARDO COMPANIES INC.	WATER DAMAGE RENOVATION - FIN (*)	277,500.00
306246	BULLDOG SECURITY & COM SYSTEMS INC	PROFESSIONAL SERVICES - PW (*)	188,425.00
306255	TRANSCHICAGO TRUCK GROUP	NEW VEHICLE - PW (*)	105,309.00
6597(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	70,927.61
306324	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	56,032.09
306314	AL WARREN OIL CO INC	FUEL - PW	49,129.18
306339	ARCO MECHANICAL EQUIPMENT SALES INC	NO2/CO SYSTEMS - FD (*)	44,215.00
306286	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT (*)	39,393.68
6598(A)	BOWMAN CONSULTING GROUP, LTD.	PROFESSIONAL SERVICES - PW (*)	37,202.50
6627(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	33,096.50
306305	MOORE LANDSCAPES, LLC	SERVICES - PW (*)	31,566.65
6615(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	22,687.18
6611(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	19,170.36
306345	BAECORE GROUP, INC	PROFESSIONAL SERVICES - IT (*)	17,475.00
6631(A)	SUPERIOR FENCE AND RAIL	FENCE REPAIR - PW	17,218.62
306240	AMERON POLE PRODUCTS, LLC	MATERIALS - PW (*)	16,776.00
6606(A)	LAUTERBACH & AMEN, LLP	PROFESSIONAL SERVICES - FIN	15,000.00
306260	HENRICKSEN & COMPANY INC	FURNITURE - PW	14,697.60
306313	HORNER & SHIFRIN, INC.	PROFESSIONAL SERVICES - PW (*)	14,420.75
306252	COOK COUNTY HIGHWAY DEPT.	SERVICES - PW	11,463.45
306251	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	11,249.47
306265	HEWLETT PACKARD ENTERPRISE	ANNUAL SUBSCRIPTION - IT	9,610.84
6629(A)	CLARK HILL PLC	LEGAL SERVICES - GG	7,816.50
6623(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	7,527.80
306333	HOUSEAL LAVIGNE ASSOCIATES, LLC	PROFESSIONAL SERVICES - DPS (*)	7,462.50
306315	ADVANCE PROPERTY EXPOSURE CANADA	ANNUAL SUBSCRIPTION - IT	7,380.00
306269	MENONI & MOCOGNI, INC.	MATERIALS - PW	6,820.25
6592(A)	ADVANCED TREE CARE	SERVICES - PW	6,615.00
6614(A)	POMP'S TIRE SERVICE, INC.	TIRES - FD/PD	6,539.32
6626(A)	MACQUEEN EMERGENCY GROUP	FIRE TRUCK REPAIR - PW	5,937.01
306253	CUTLER WORKWEAR	UNIFORMS - PW	5,384.99
306298	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	4,933.17
6605(A)	USABBLUEBOOK	SUPPLIES - PW	4,830.88
306293	ULINE, INC.	EQUIPMENT - PW	4,780.56
306375	GEORGE ROTH	RESIDENT COST REIMBURSEMENT	4,605.00
6618(A)	USALCO	CHEMICALS - WP (*)	4,349.80
306346	KASPER & NOTTAGE, P.C.	LEGAL SERVICES - GG	4,064.00
6617(A)	WEIDNER FARMS MATERIAL INC.	SERVICES - PW (*)	4,063.89
306247	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - PW (*)	4,025.00
306330	PRAIRIE STATE CYCLING SERIES LLC	INTELLIGENTSIA CUP 2024 - GG (*)	3,666.66
306270	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	3,657.31
306331	ALLIED GARAGE DOOR INC	SERVICES - FD (*)	3,537.47
6612(A)	MID AMERICAN WATER OF WAUCONDA INC.	PARTS - PW	3,348.00
306327	MESCADA LLC	SERVICES - PW	3,200.00
6630(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,130.61
6628(A)	B&B HOLIDAY DECORATING, LLC	SERVICES - PW (*)	3,000.00
306321	COMM PARTNERS FOR AFFORDABLE HSG	PROFESSIONAL SERVICES - DPS	2,870.00
306254	EL-COR INDUSTRIES, INC.	PARTS - PW	2,836.45
306259	GOLF MILL FORD	PARTS - PD	2,811.00
306295	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	2,806.45
6599(A)	COMCAST	TELECOMMUNICATIONS - IT	2,723.13

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
FOR 6/11/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6600(A)	COMCAST	TELECOMMUNICATIONS - IT	2,682.81
6608(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	2,544.72
306306	ELGIN RECYCLING, INC.	RECYCLING - PW	2,335.00
306308	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	2,289.00
6604(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	2,275.25
306318	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	2,223.06
306341	ATLASTICITY LLC	PROFESSIONAL SERVICES - IT	2,210.08
6625(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW/IT/PD/FD/FIN/GG	2,197.67
6609(A)	MEADE INC.	SERVICES - PW	2,189.37
306373	ELITE DEVELOPMENT, LLC	PERMIT REFUND - DPS	2,147.20
306274	NICOR	UTILITIES - PW	2,011.40
306291	TOTAL PARKING SOLUTIONS, INC.	QUARTERLY MAINTENANCE - PW (*)	1,920.00
6616(A)	SPRING ALIGN OF PALATINE INC.	SERVICES - PW	1,898.98
306309	IL DEPT OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT	1,833.91
306307	APEX LANDSCAPING INC.	SERVICES - PW	1,824.60
306292	HIGH STAR TRAFFIC	SUPPLIES - PW	1,807.25
306287	SHERMAN MECHANICAL INC.	SERVICES - PW	1,770.10
306371	NOAH FRANK	ESCROW RELEASE - PW	1,500.00
6610(A)	METROPOLITAN INDUSTRIES	SERVICES - PW	1,462.50
306242	G.W. BERKHEIMER CO., INC.	SERVICES - PW/FD/PD/GG	1,421.46
306329	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	1,370.00
6595(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	1,305.00
306238	AAA LOCK & KEY	SUPPLIES - PW	1,229.90
306337	DANNY KEYS 247 INC	SERVICES - PW	1,227.55
6602(A)	GRAINGER	SUPPLIES - PW	1,201.39
306316	VERIZON CONNECT NWF INC.	SERVICES - PW	1,171.09
306273	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	1,159.05
306271	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	1,098.99
306317	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	1,097.86
306310	NAPA AUTO PARTS	PARTS - PW	1,061.14
306263	IMAGE SPECIALTIES OF GLENVIEW	SUPPLIES - PD	1,045.00
306264	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,038.85
306372	YURII DOLIA	DEPOSIT REFUND	1,000.00
306351	TOM BENEDETTI	REIMBURSEMENT - PW	943.00
306312	ELEVATED SAFETY LLC	EQUIPMENT - FD	942.96
306340	RAINBOW ECOSCIENCE	SUPPLIES - PW	936.54
6593(A)	ALPHA PRIME COMMUNICATIONS	SERVICES - PW	915.00
306322	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	901.20
6613(A)	PARKMOBILE, LLC	SERVICES - PW	881.50
306334	DRAIN & PLUMBING SERVICES	SERVICES - PW	803.95
6594(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	789.57
306353	JEFF ZIEBKA	REIMBURSEMENT - PD	787.69
306347	THOMAS SCHAEFER	REIMBURSEMENT - PW	750.00
306348	BILL ALT	REIMBURSEMENT - PW	750.00
306349	JOHN OSTERKORN	REIMBURSEMENT - PW	750.00
306350	THOMAS RUCKER	REIMBURSEMENT - PW	750.00
306268	LEE JENSEN SALES COMPANY, INC.	SUPPLIES - PW	710.00
306294	U.S. FIRE & SAFETY EQUIPMENT	SERVICES - PW	656.36
306344	EUROVIEW ENTERPRISE	SERVICES - PW	595.00
306244	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	593.98
306248	ARTHUR CLESEN, INC.	SUPPLIES - PW	580.00
306359	KYLE PILMER	REIMBURSEMENT - PD	550.15

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306332	NELBUD SERVICES, LLC	SERVICES - PW	504.95
306325	MCNISH CORPORATION	SERVICES - PW	493.00
306243	BERLAND'S HOUSE OF TOOLS	SUPPLIES - PW	475.91
306320	TODAY'S UNIFORMS INC.	UNIFORMS- PD	475.50
306289	SUBURBAN ACCENTS INC.	SERVICES - PW	450.00
306250	COMCAST CABLE	TELECOMMUNICATIONS - IT	447.55
306257	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	414.81
306278	RED'S GARDEN CENTER, INC.	SUPPLIES - PW	391.50
6596(A)	BATTERY SERVICE CORPORATION	PARTS - PW	385.00
306279	ROUTE 12 RENTAL CO INC	SERVICES - PW	376.90
306360	MATTHEW JOHNSON	REIMBURSEMENT - PD	376.61
306311	CONSERV FS, INC	SUPPLIES - PW	367.25
6607(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW/GG	352.10
306358	JESSICA MOSS	REIMBURSEMENT - PD	349.98
306297	CINTAS CORPORATION #2	REIMBURSEMENT - PW	349.76
306281	SAF-T-GARD INTERNATIONAL, INC.	SUPPLIES - PW	349.20
306303	BADE SUPPLY	SUPPLIES - PW	338.90
306288	SHERWIN WILLIAMS	SUPPLIES - PW	332.85
306277	NORTHWEST FREIGHTLINER	PARTS - PW	328.28
306258	FOSTER COACH SALES INC.	PARTS - PW	320.83
6624(A)	FIRST CHOICE COFFEE SERVICES	SUPPLIES - PW	312.81
306366	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	311.60
306326	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	302.40
306362	NICHOLAS WHITE	REIMBURSEMENT - PD	300.00
6601(A)	GALLS, LLC	UNIFORMS - PD	292.50
306239	AMERICAN SOLUTIONS FOR BUSINESS	SUPPLIES - FIN	291.99
6622(A)	ZEP SALES & SERVICE, SELIG	SUPPLIES - FD	281.02
306335	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	280.02
306266	LAKE COUNTY HOSE AND EQUIPMENT INC	PARTS - PW	270.52
306272	NIPSTA	TRAINING - PW	250.00
6619(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	245.01
306261	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	230.30
306361	NANCY VACCARO	REIMBURSEMENT - PD	228.47
306378	MS. MARSHA SIMKIN	RESIDENT COST REIMBURSEMENT	225.00
306357	JAMISON HANSELMAN	REIMBURSEMENT - PD	216.14
6620(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	200.00
306342	AMERICAN SOCIETY OF CIVIL ENGINEERS	MEMBERSHIPS - PW	194.00
306290	SUNSET FOOD MART, INC.	CANTEEN - PD/PW	178.42
306323	EXCEL OIL SERVICES	SERVICES - PW	175.00
306355	AMANDA JAEGER	REIMBURSEMENT - PD	170.00
306343	RS AMERICAS INC	SUPPLIES - PW	166.59
6621(A)	A.W. ZENGELER CLEANERS, INC.	UNIFORMS- PD	164.75
306352	DONALD ANDERSON	REIMBURSEMENT - PD	150.00
306365	SHARI NIVASCH	REIMBURSEMENT - PD	148.72
306280	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	141.66
306267	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	140.00
306296	VILLAGE OF BUFFALO GROVE	SUPPLIES - PW	140.00
306364	SCOTT LUBIAK	REIMBURSEMENT - PD	123.47
306300	SMG SECURITY SYSTEMS, INC.	SERVICES - PW	108.81
306338	CONSENSUS CLOUD SOLUTIONS, LLC	MONTHLY SUBSCRIPTION - IT	99.95
306354	TERRENCE JORIA	REIMBURSEMENT - PD	94.87
306319	THALMANN ALIGNMENT INC	SERVICES - PW	90.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
306304	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	88.11
306262	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	78.47
306336	GORDON FLESCH COMPANY INC.	PRINTING - IT	73.18
306367	RYAN WHITECOTTON	REIMBURSEMENT - PW	60.00
306299	WINKLER'S TREE SERVICE INC.	SERVICES - PW	55.00
306363	RICHARD RASH	REIMBURSEMENT - PD	55.00
306356	ERIC GUSTASON	REIMBURSEMENT - PD	50.60
306368	DAVID SCHWEIHS	REIMBURSEMENT - FD	46.43
306374	KEITH BEACH	RESIDENT COST REIMBURSEMENT	45.00
306376	ED NADLER	RESIDENT COST REIMBURSEMENT	45.00
306245	BROWNELLS, INC.	SUPPLIES - PD	43.08
306370	PAUL SCHWARZ	REIMBURSEMENT - FD	40.00
6603(A)	HBK WATER METER SERVICE, INC.	SERVICES - PW	39.00
306276	NORTH SHORE GAS COMPANY	UTILITIES - PW	35.27
306377	ANNITA GORDON	RESIDENT COST REIMBURSEMENT	32.00
306249	COMCAST CABLE	CABLE - PW	31.47
306301	AXON ENTERPRISE, INC.	SUPPLIES- PD	31.30
306369	MICHAEL MARINIER	REIMBURSEMENT - FD	20.00
306275	NORTHERN ILLINOIS POLICE ALARM	PROFESSIONAL SERVICES - PD	12.50
306256	FEDEX	SHIPPING - PD	10.66
306302	IFSAP	TRAINING - FD	10.00
306282	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306283	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306284	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
306285	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	8.00
CLASS 'A' TOTAL			1,637,317.98

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN MAY 16, 2024 - MAY 31, 2024
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
5/31/24	PAYROLL	5/31/2024 PAYROLL	1,033,930.55
411(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	75,684.00
5(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	14,898.95
410(E)	LOWE'S	SUPPLIES - PW	1,522.70
5/31/24	PAYROLL	5/31/2024 PAYROLL	1,215.28
306083	JACQUELINE DURMENT	REIMBURSEMENT - FD	159.00
306084	PAUL SCHWARZ	REIMBURSEMENT - FD	137.90
409(E)	FEDEX	SHIPPING - PW/FIN	23.50
CLASS 'B' TOTAL			1,127,571.88
REPORT TOTAL			2,764,889.86



**PROCLAMATION
RECOGNIZING JUNE 19
AS JUNETEENTH**

WHEREAS, On June 19, 1865, Union Major General Gordon Granger landed at Galveston, Texas with news that the American Civil War had ended two and a half years prior with the signing of President Lincoln’s Emancipation Proclamation on January 1, 1863, and that the enslaved are now free. Texas was the last state to accept an “equality of rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired laborer.”

WHEREAS, Many former slaves left the plantations of Texas to embrace freedom and seek out family in Louisiana, Arkansas, and Oklahoma. Settling into these new areas as free men and women brought on new realities and the challenges of establishing a heretofore non-existent status for black people in America. President Lincoln’s successor, Andrew Johnson overturned the order that had provided 40,000 freed men with 400,000 acres of land entitled to them and provided it to the very planters that had declared war on the United States years prior. Recounting the memories of that great day in June of 1865 would serve as motivation as well as a release from the growing pressures encountered in their new territory.

WHEREAS, The celebration of June 19th was coined “Juneteenth” as a celebration for recounting the past and for some an annual pilgrimage back to Galveston for that date. Juneteenth today celebrates Black freedom and achievement as it takes on a more national, symbolic, and even global perspective. It is known that decades and centuries of systemic racism have permeated our Nation’s history, and active dismantling of these systems is required. The events of 1865 in Texas are not forgotten, for all roots tie back to that fertile soil from which a national day of pride is growing.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim June 19, as

JUNETEENTH

in the Village of Northbrook.

GIVEN, under my hand and seal of the Village of Northbrook, this 11th day of June 2024.

Kathryn L. Ciesla, Village President

ATTEST:

A.C. Buehler III, Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village President Kathryn Ciesla
Date: 2024-06-11
Subject: Commission Reappointments

Overview

Reappointment of current commissioners to the Arts and Community Commissions.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

On the Community Commission, Janet Spector-Bishop and Vinita Patel will be reappointed with a three year term expiring April 30, 2027. Zoe Saperstein, Maribelle Lee, Lilian Huang and Lindsey Huang will be reappointed with a one year term expiring June 30, 2025.

On the Arts Commission, Eileen Loftus, Joei Shavitz, Marsha Schwartz, and Sarah Weinstein will be reappointed with a three year term expiring April 30, 2027.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-06-11
Subject:

An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class A and Class B Liquor Licenses for Lazy Dog - 992 Willow Road

Overview

Lazy Dog Colorado OPS, LLC d/b/a Lazy Dog – 992 Willow Road has applied for a Class A and Class B (On & Off-Premise) Liquor License and the Ordinance Amendment will increase available licenses in these classes.

Fiscal Impact

Lazy Dog has remitted \$4,400 for the required application fee for both liquor licenses.

Recommendation

Approval.

Background

Lazy Dog Colorado OPS, LLC d/b/a Lazy Dog – 992 Willow Road has applied for a Class A and Class B (On & Off-Premise) Liquor License and the Ordinance Amendment will increase available licenses in these classes.

The applicant has paid the application fee. The Police Department is completing their investigation for compliance with applicable provisions of the Municipal Code. The attached ordinance amends the Annual Fee Ordinance to increase the number of Class

“A” and Class “B” liquor licenses under Sec. 4-48. Class A allows the prime function of retail sale on the premises specified of alcoholic beverages for consumption only upon the premises where sold, which premises shall be a restaurant, or an entertainment facility with a restaurant, where the food service component of the business is operational during the hours of sale and service of alcoholic liquor and a printed menu is on display and in effect. Classes B allows the prime liquor function of retail sale of alcoholic beverages in original package form only for consumption off the premises specified. Class B licenses authorize sale of all

alcoholic beverages. The applicant is also requesting a secondary license for their Outdoor Dining. Service of alcoholic beverages with food and/or recreational activity in areas distinctly separate and removed from the prime alcoholic beverage service area within the licensed establishment; as well as outdoor dining areas within the premises.

Please advise if you have any questions or require additional information.

[An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class A and Class B Liquor Licenses for Lazy Dog “ 992 Willow](#)

Ordinance 2024-

An Ordinance to Amend the Annual Fee Ordinance to Increase the Number of Class A and Class B Liquor Licenses for Lazy Dog – 922 Willow

Passed by the Board of Trustees, 6/11/2024
Printed and Published x/x/2024

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

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

Village Clerk

Ordinance 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 to Amend the Annual Fee Ordinance to Increase the Number of Class A and Class B Liquor Licenses for Lazy Dog – 922 Willow

shall be, and is hereby, adopted as follows:

Section 1. Recitals.

Section 5, entitled "Schedule of Fees, Charges and Rates," of the Annual Fee Ordinance (No. 2024-XX), as amended, shall be, and is hereby, further amended by repealing the portion of Section 5 corresponding to Section 4-54 of the Northbrook Municipal Code as amended, and replacing it with the following:

"Corresponding Section
of the Northbrook"

<u>Municipal Code</u>	<u>Description and Amount</u>	
Sec. 4-54.	<u>Class</u>	<u>Number of Licenses</u>
	A	32 33
	B	11 12
	B-1	3
	C	1
	D	No Limit
	E	4
	F	5
	G	1
	G-1	2
	H	0
	I	0
	J	2
	K	2
	L	1
	M	No Limit
	N	No Limit
	O	No Limit
	P-1	0
	P-2	0
	Q	0
	Q-1	No Limit

Section 2. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon passage and publication in pamphlet form in accordance with State Statutes.

Adopted: 6/xx/2024

RESULT:	ADOPTED BY CONSENT VOTE [X TO X]
MOVER:	
SECONDER:	
AYES:	
ABSTAIN:	
ABSENT:	

ATTEST:

Village President

Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-06-11
Subject: An Ordinance Amending Articles XXII and XXVI of Chapter 15 of the Northbrook Municipal Code, As Amended, Regarding Licensing Requirements and Regulations for Firearm Sales and Massage Establishments

Overview

As reviewed at the April 9, 2024 Committee of the Whole and presented at the May 14 and May 28, 2024 Regular Meetings of the Village Board, amendments to Chapter 15 of the Municipal Code have been prepared to extend business licensing requirements to any home-based firearms dealer and to any massage establishment operated within a residential dwelling unit, but does not include massage therapists who travel to patients' own residences.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

On May 28, 2024, an Ordinance was adopted amending Chapter 15 of the Northbrook Municipal Code, as amended, regarding business licensing and registration following significant review and discussion. The amendments provided a substantive update to Chapter 15. It was noted at that meeting that, under the new Class 2 Specialized Business License category, additional code amendments would be presented related to:

- Article XXII Retail Sales of Firearms incorporating home based sales (attached for consideration)
- Article XXVI Massage Establishments incorporating home based sales (attached for consideration)
- Article XXIV Special Events (being presented at a future meeting)
- Chapter 21 Scavengers (being presented at a future meeting)

The amendments prepared by the Village Attorney and recommended by staff to Articles XXII and XXVI of Chapter 15 of the Municipal Code maintain consistency for relevant requirements

to a home based business that already exist for the same activities in a commercial setting.

It is also noted that under a separate item on this meeting agenda is an update to the Annual Fee Ordinance to streamline the fees related to business licenses established under the new code.

Following consideration of business license requirements on this agenda, staff will begin communicating the updates to the business community.

[An Ordinance Amending Articles XXII and XXVI of Chapter 15 of the Northbrook Municipal Code Regarding Licensing Requirements and Regulations For Firearms Sales And Massage Establishments](#)

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 ARTICLES XXII AND XXVI OF CHAPTER 15 OF THE
NORTHBROOK MUNICIPAL CODE, AS AMENDED, REGARDING LICENSING
REQUIREMENTS AND REGULATIONS FOR FIREARMS SALES AND MASSAGE
ESTABLISHMENTS

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The Village of Northbrook has the authority to license and regulate commercial activity conducted within its boundaries pursuant to its home rule authority under Section 6(e) of Article VII of the Illinois Constitution and those regulatory powers granted by the Illinois Municipal Code (65 ILCS 5/1 *et seq.*).

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.

On May 28, 2024, the Village Board of Trustees adopted Ordinance No. 2024-29 which amended provisions of Chapter 15 to streamline and clarify the licensing and registration process for business activities in the Village.

The Village now seeks to update the licensing requirements and regulations specifically for (i) the sale of firearms, as set forth in Article XXII of Chapter 15, and (ii) massage establishments, as set forth in Article XXVI of Chapter 15.

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. AMENDMENTS TO CHAPTER 15 OF THE VILLAGE CODE.

A. Article XXII of Chapter 15 of the Village Code, entitled “Retail Sales of Firearms,” shall be amended as set forth in **Exhibit A** attached to, and by this reference made a part of, this Ordinance.

B. Article XXVI of Chapter 14 of the Village Code, entitled “Massage Establishments,” shall be amended as set forth in **Exhibit B** 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

[Deleted text ~~struck through~~; added text bold and double underlined]

ARTICLE XXII. ~~RETAIL~~ SALES OF FIREARMS

DIVISION 1. GENERALLY

Sec. 15-840. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ammunition shall have the meaning ascribed to it in section 921 of the Federal Firearms Act, 18 U.S.C. section 921, as the same may, from time to time, be amended.

Bump-fire stock means a butt stock designed to be attached to a semi-automatic firearm and designed, made, or altered, and intended to increase the rate of fire achievable with the firearm to that of a fully automatic firearm by using the energy from the recoil of the firearm to generate reciprocating action that facilitates repeated activation of the trigger.

Category I firearm means and includes:

- (1) Any firearm used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the interstate commerce commission;
- (2) Any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial fastener; and
- (3) Model rockets used to propel a model vehicle in a vertical direction.

Category II firearm means and includes:

- (1) ~~Handguns, as defined in Section 921 of the Federal Firearms Act, 18 U.S.C. Section 921, as the same may, from time to time, be amended;~~
- ~~(2)~~ (1) Any firearm that is prohibited to be sold or delivered to any person under any applicable state or federal law now or hereinafter enacted;
- ~~(3)~~ (2) BB guns; and
- ~~(4)~~ (3) Pellet guns.

Category III firearm means and includes all firearms that are not category I firearms or category II firearms.

Category III firearm sales license means a license for the sale of category III firearms and ammunition issued by the village pursuant to, and in accordance with the requirements set forth in, Division 3 of this article.

Firearm shall have the meaning ascribed to it in section 921 of the Federal Firearms Act, 18 U.S.C. section 921, as the same may, from time to time, be amended.

Home-based firearms dealer means any person who buys, sells, rents, stores, handles, transfers, manufactures or otherwise deals in firearms or ammunition in exchange for compensation using a residential dwelling unit as a place of business, whether for transactions, storage, or manufacture.

Retail sales establishment means a retail store whose activities consist of buying, selling, renting, storing, handling, transferring, or dealing to or with the public in one or more of a variety of goods. For purposes of clarification, but not by way of limitation, the definition of "retail sales establishment" shall include (a) all uses classified as "retail and services uses" pursuant to the Northbrook Zoning Code, as the same has been and may,

from time to time hereafter, be amended and (b) all establishments now or hereafter located within any commercial district, as defined in the Northbrook Zoning Code.

Trigger crank means any device that can be externally fitted to the trigger guard or stock of a firearm that actuates the firearm using a crank.

Secs. 15-841—15-855. Reserved.

DIVISION 2. PROHIBITION OF THE SALE OF CATEGORY II FIREARMS

Sec. 15-856. Prohibition of sale.

The sale of any category II firearm, or ammunition used exclusively therefor, by any retail sales establishment or home-based firearms dealer in the village, shall be, and is hereby, prohibited.

Secs. 15-857—15-870. Reserved.

DIVISION 3. LICENSES REQUIRED FOR THE SALE OF CATEGORY III FIREARMS AND AMMUNITION

Sec. 15-871. Permitted ~~sales~~ transactions only with license.

The purchase, sale, rental, storage, handling, transfer, manufacture or other disposition of any category III firearm or ammunition by any retail sales establishment or home-based firearms dealer within the corporate limits of the village, without first having secured from the village a category III firearm sales license, shall be, and is hereby, prohibited. No retail sales establishment or home-based firearms dealer within the corporate limits of the village shall engage in the purchase, sale, rental, storage, handling, transfer, manufacture or other disposition of a category III firearm or ammunition without a validly issued and current category III firearm sales license.

Sec. 15-872. Maximum number of licenses.

The maximum number of category III firearm sales licenses for retail sales establishments shall be as established by the annual fee ordinance.

Sec. 15-873. License fee.

The fee for a category III firearm sales license shall be as established by the annual fee ordinance.

Sec. 15-874. Application requirements.

- (a) All applications for a category III firearm sales license shall be made in accordance with the requirements of this article and chapter 15 of this Code.
- (b) All applications shall be made on the forms provided by the village and shall include, at a minimum, the following information:
 - (1) The full name and address of the applicant, or, if a corporation, the name and address thereof and the names of its principal officers and their residence addresses, or, if a partnership or unincorporated

association, the name and address thereof and the names and residence addresses of each partner or member thereof.

- (2) The location of the retail sales establishment or residence of the home-based firearms dealer at which the sale purchase, rental, storage, handling, transfer, manufacturing, or other disposition of category III firearms and/or ammunition is proposed to be conducted.
- (3) Evidence that the applicant has a current and valid firearms license issued by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms, along with the following information concerning the license:
 - a. The federal firearms license number;
 - b. The class of such license; and
 - c. The expiration date of such license.
- (4) A certification that ~~no the applicant and each~~ employee of the applicant actually involved in the ~~sale or handling transaction~~ of category III firearms and/or ammunition ~~has been convicted of a felony (a) has been issued and maintains a valid and current firearms owners identification (FOID) by the Illinois State Police and (b) has not been convicted of a felony~~.
- (5) A properly executed agreement to indemnify, save and hold harmless the village from any and all loss, cost, damage, expense, liability or other claim whatsoever related to any claim filed in connection with the ~~sale or use transaction~~ of a category III firearm or the issuance of the category III firearm sales license by the village.
- (6) A sworn statement that the applicant will abide by and comply with the local, state and federal laws associated with the sale of firearms.

Sec. 15-875. Conditions for issuance and maintenance of license.

No category III firearm sales license shall be issued to, or maintained by, a retail sales establishment or home-based firearms dealer that does not meet the following conditions:

- (1) Employees actually involved in the sale or handling of category III firearms must ~~be~~ (i) be at least 21 years of age and (ii) ~~certified by the chief of police as being reasonably knowledgeable about the use and operation of category III firearms~~ have been issued and maintain a valid and current firearms owners identification (FOID) by the Illinois State Police;
- (2) All category III firearms and ammunition shall be stored, maintained and displayed in locked cases at all times when customers are present, except for stock being handled for a transaction. Outside of regular business hours when customers are present all category III firearms and ammunition must be stored in secure safes, vaults, or other theft-resistant and secured containment;
- (3) For retail sales establishments a A separate register shall be provided and used for all transactions related to the sale or rental of category III firearms and ammunition;
- (4) ~~No property line of the lot on which the retail sales establishment is located shall be within 1,500 feet of the property line of (i) any property owned by the Northbrook Park District or (ii) any property used for a public or private elementary or secondary school;~~
- ~~(5)~~(4) No property line of the lot which the retail sales establishment is located shall be within 1,500 feet of the property line of any other retail sales establishment or home-based firearms dealer to which a category III firearm sales license has previously been issued and is currently in effect (for purposes of this requirement, applications for renewal of a category III sales license shall be deemed to have priority over applications for an initial category III firearm sales license);

~~(6)(5)~~The retail Each retail sales establishment or home-based firearms dealer shall require the purchaser of each category III firearm to sign a release statement certifying that the purchaser is familiar with, and reasonably knowledgeable about, the use and operation of category III firearms; and

~~(7)(6)~~The retail Each retail sales establishment or home-based firearms dealer shall permit the village manager, or their designee, to inspect, during regular business hours, all records relating to the sale of firearms required to be maintained pursuant to the Federal Firearms Act, the Federal Gun Control Act, the State of Illinois Firearms Act, and any rules prescribed by the department of treasury, bureau of alcohol, tobacco and firearms.

(7) Safety Plan.

- A. Each applicant for a category III firearm license, whether a retail sales establishment or home-based firearms dealer, must submit a safety plan to the Village's chief of police containing all of the elements set forth in Subsection 7.B. After review of the proposed safety plan, the chief of police, in consultation with the village manager, the fire chief, and any other appropriate department, shall either approve or deny the safety plan within 30 days of its submission. During the 30-day review period, the chief of police may consult with the applicant to recommend amendments to the proposed plan. If the chief of police denies a safety plan, he shall state, in writing, the basis for such denial.
- B. Every safety plan must include a floor plan of the premises proposed to be used for the purchase, sale, rental, storage, handling, transfer, manufacture or other disposition of firearms or ammunition that address: (i) the installation and maintenance of adequate exterior lighting; (ii) the installation and maintenance of interior and exterior surveillance cameras installed at the licensed location; (iii) the installation of an alarm system; (iv) protocols for the safe display and secure storage of ammunition and firearms; (v) the employment of adequately trained personnel; (vi) procedures for inventory audits; and (vii) procedures for the detection and deterrence of straw purchasing; all in accordance with rules prescribed by the chief of police. Recordings from the surveillance cameras required by clause (ii) shall be maintained for not less than 30 days and shall be made available upon request to members of the police department.
- C. The licensee shall obtain all necessary permits, including a public way use permit if applicable; provided that notwithstanding any other provision of the code to the contrary, no fee for a public way use permit will be imposed when the permit is for any surveillance camera installed pursuant to this subsection solely because the camera or its wiring is in any portion of the public way.
- D. Any proposed change to the approved safety plan shall be submitted to the chief of police, in a form and manner prescribed by the chief of police, prior to the implementation of such change. The chief of police shall approve or deny the proposed change within 30 days.
- E. Every holder of a category III firearm sales license shall keep a copy of the approved safety plan at the licensed premises and make it available upon request for inspection by members of the department or the police department.
- F. No license may be issued or renewed unless and until the chief of police approves a safety plan for the premises proposed to be used for the purchase, sale, rental, storage, handling, transfer, manufacture or other disposition of firearms or ammunition.
- G. Every holder of a category III firearm sales license shall comply with the safety plan for the licensed premises, as approved by the chief of police.

- H. The failure to adequately implement, maintain, or adhere to the provisions of the approved safety plan under this section shall be grounds for suspension or revocation of the category III firearm sales license.

Sec. 15-876. Issuance.

Upon (a) receipt of a completed application for a category III firearms sales license, with the approval of both the chief of police and the village manager endorsed thereon, and (b) payment of the applicable license fee, the village clerk shall issue the category III firearm sales license.

Sec. 15-877. License term.

The term of the category III firearm sales license shall be as established by the annual fee ordinance.

Sec. 15-878. Renewal.

A retail sales establishment licensed hereunder may apply to renew its category III firearm sales license prior to the end of the license term. The right to apply for renewal provided herein shall not be construed as a vested right to renewal.

Sec. 15-879. Transfer restrictions.

A category III firearms sales license shall be purely a personal privilege and shall expire at the end of the standard license term occurring next after issuance unless sooner revoked. It shall not constitute property, shall not be subject to attachment, garnishment or execution, and shall not be alienable or transferable, voluntarily or involuntarily, and shall be subject to being encumbered or hypothecated. For the purposes of this section, to "alienate" or "transfer" a license shall mean to give, sell or convey a license or 50 percent or more of the total number of shares of stock or securities convertible into stock of a corporation or entity that holds a license.

Sec. 15-880. Denial; revocation.

A category III sales license may be temporarily suspended, or revoked, or an application for issuance or renewal of a category III sales license may be refused, by the village manager if they determine that:

- (1) The application for the license contains any false, fraudulent or misleading material statement; or
- (2) The license applicant has made any false, fraudulent or misleading material statement, or has been convicted of perpetrating a fraud upon any person or has committed a felony; or
- (3) The license applicant has conducted any business in an unlawful manner or in such manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public; or
- (4) The licensee has violated any of the provisions of this chapter or of any other code, ordinance, resolution, rule or regulation of the village.

An applicant or licensee aggrieved by the action of the village manager in refusing to issue any license or in suspending or revoking any license already issued shall have the right to appeal such decision to the village board of trustees in accordance with, and as provided by, section 15-881 below.

Sec. 15-881. Administrative appeal.

If any application for a license under this section is denied, or if any license already issued shall have been suspended or revoked, the retail sales establishment shall be notified in writing of the reasons for such denial, suspension or revocation by the village manager. Within ten days thereafter, the retail sales establishment may request a hearing before the village board of trustees to appeal the denial, suspension or revocation. The retail sales establishment shall be given five days advance notice of the hearing date. At the hearing, the retail sales establishment may be present and submit evidence and witnesses to rebut the reasons cited for denial, suspension or revocation of the license.

Sec. 15-882. Sale of bump-fire stocks and trigger cranks prohibited.

The sale of a bump-fire stock, or a trigger crank by any retail sales establishment in the village, shall be prohibited. Violation of this prohibition by a retail sales establishment possessing a firearms sales license shall be grounds for the immediate suspension and revocation of the license in accordance with the procedures set forth in sections 15-880 and 15-881 in addition to the penalties set forth in section 15-897.

Secs. 15-883—15-895. Reserved.

DIVISION 4. EXEMPTION OF CATEGORY I FIREARMS

Sec. 15-896. Category I firearms.

The restrictions and regulations of this article shall not apply to the sale of category I firearms or ammunition used exclusively therefor.

DIVISION 5. PENALTIES AND SEVERABILITY

Sec. 15-897. Fine upon conviction.

Any person who violates any of the sections of this article XXII shall, upon conviction thereof, be punished by a fine in an amount not less than the amount stated in the annual fee ordinance.

Sec. 15-898. Severability.

If any provisions of this article XXII or the application thereof to any person or circumstance is held invalid, the remainder of this article and the applicability of such provisions to other persons not similarly situated or to other circumstances shall not be affected thereby.

Secs. 15-899—15-919. Reserved.

EXHIBIT B

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ARTICLE XXVI. MESSAGE ESTABLISHMENTS

Sec. 15-961. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

Act means the Illinois Massage Licensing Act 225 ILCS 57/1 et seq.

Employee means any person other than a massage therapist who renders any service for the licensee and who receives compensation directly from the licensee but has no physical contact with customers or clients.

Home-based massage establishment means a massage establishment operated within a residential dwelling unit, but does not include massage therapists who travel to patients' own residences.

Licensee means any owner or operator of a massage establishment that has obtained a license from the village pursuant to, and in accordance with, this article.

Massage means "massage" or "massage therapy," as those terms are defined in Section 10 of the Act, 225 ILCS 57/10.

Massage establishment means any establishment having its place of business where any person, firm, association or corporation engages in, carries on, or permits to be engaged or carried on any of the activities referenced in the definition of "massage" in this article. *Massage establishment includes home-based massage establishments.*

Massage services means the performance of a massage.

Massage therapist means a person who administers massage for compensation and who is licensed by the State of Illinois pursuant to, and in accordance with, the Act.

Person means any individual, copartnership, firm, association, joint stock company, corporation, or any combination of individuals of whatever form or character.

Sexual or genital area means the genitals, pubic area, anus, or perineum of any person, including the vulva or breasts of a female.

Therapeutic treatment means the clinical massage therapy treatments for post-mastectomy scar tissue, including myofascial release therapy, or of other therapeutic treatment of breast tissue and muscles for pre- and post-surgical mastectomy, lumpectomy, or breast reconstruction; clinical perineal massage therapy for pregnant women to ease the pain of childbirth; and clinical lower abdominal massage therapy to relieve menstruation-related pain.

Sec. 15-962. Massage establishment license required.

- (a) It is unlawful for any person to operate a massage establishment within the village without first obtaining a massage establishment license pursuant to, and in accordance with, the provisions of this article.
- (b) A separate massage establishment license must be obtained for each massage establishment location operated within the village regardless of common ownership or operation.
- (c) Massage establishment licenses are not transferable. In the event of a change of ownership or control of a licensed massage establishment, or a change in location of a licensed massage establishment, the existing massage establishment license will automatically become null, void, and of no further force and effect.

- (d) A massage establishment license is valid for a term commencing on the date the license is issued by the village and ending on the last day of December of the year in which it is issued. Massage establishment licenses do not renew automatically and must be renewed annually.

Sec. 15-963. Fees.

- (a) The annual license fee for each massage establishment shall be as established in the annual fee ordinance and shall be paid as required in section ~~15-26~~ 15-7.
- (b) Applicants shall pay a fee for fingerprinting required for background checks under section 15-965, in the amount established in the annual fee ordinance as well as any additional fee charged by the Illinois State Police. These fees will be payable prior to the taking of fingerprints.

Sec. 15-964. Application requirements.

Any person desiring to operate a massage establishment shall submit a license application to the village manager, on a form supplied by the village manager. The application shall comply with the requirements of section ~~15-23~~ 15-6 of this Code and shall include the following additional items:

- (a) The name of the person(s) who will serve as the licensee under whose management or supervision the massage establishment will be operated.
- (b) The name, address, and social security number of all of the following people:
 - (1) Each person who has an ownership interest in the applicant and the proposed massage establishment.
 - (2) If the applicant is an association, partnership, corporation, or limited liability company, each member, partner, officer, and director of the applicant.
 - (3) Each person who will be responsible for operating or managing the proposed massage establishment.
 - (4) Each massage therapist who will administer massage at the proposed massage establishment.
 - (5) Each other person who will provide and perform any other type of work, labor, or services at the proposed massage establishment.

As proof of the information required above, the applicant shall include a copy of United States or State of Illinois government-issued photographic identification for each of the persons listed herein.

- (c) Copies of a valid license or licenses issued by the Illinois Department of Financial and Professional Regulation pursuant to the Massage Licensing Act, 225 ILCS 57/1 et seq., for each massage therapist who will provide massage services at the massage establishment;
- (d) The fingerprints, and written authorization for the village to perform criminal background checks on each and every person that must be identified in the massage establishment license application pursuant to section 15-964(b) of this Code; provided, however, that no fingerprints or background checks will be required for any person who is a massage therapist licensed pursuant to the Act. The applicant shall be responsible for the cost of administering all background checks associated with the application.
- (e) The business, occupation, and employment history of all persons identified in section 15-964(b) of this Code, for the three years preceding the date of application.
- (f) The name, address, and telephone number of the owner of the property at which the proposed massage establishment will be located, if the owner is different than the applicant.

- (g) A written certification regarding whether any person identified in section 15-964(b) of this Code has been convicted of a violation of any of the provisions of this Code or any other state or local statute, ordinance, or rule regulating or involving the operation of a massage establishment or the practice of massage.
- (h) A written certification regarding whether the applicant has ever applied for a license to operate a massage establishment in the village or in any other jurisdiction, and if any such application was denied, or if any such license was ever suspended or revoked. If any application for a massage establishment license was denied or any massage establishment license was suspended or revoked, the applicant must include a written explanation of the circumstances and final disposition of the denial, suspension, or revocation.
- (i) A full description of the massage and other services proposed to be offered and provided at the proposed massage establishment.
- (j) A description of how the operation of the proposed massage establishment will satisfy the massage establishment operating requirements set forth in section 15-969 of this Code.
- (k) Payment of the license fee, in the amount set forth in the annual fee ordinance, as well as any costs arising from the background checks required by section 15-964(d).
- (l) Such other information as the village manager may request.

Sec. 15-965. Investigation before license issuance.

- (a) In addition to the investigation pursuant to section 15-24 of this chapter, the village manager shall have the right and opportunity to request information and assistance from any appropriate federal, state, or local governmental agency as part of the authorized investigation of the applicant or any employee of a proposed massage establishment. Criminal background check forms will be completed and forwarded to the Illinois State Police who will conduct a criminal background investigation. In addition, the village manager shall review the materials required pursuant to this article. Payment of all costs associated with any investigation or criminal background check pursuant to this section shall be paid by the applicant.
- (b) Information concerning convictions or findings of guilty of a person investigated under this section, including the source of the information and any conclusions or recommendations derived from the information, shall be provided, upon request, to the applicant prior to final action by the village on the application. Such information on convictions or findings of guilty shall be provided, upon request, to the person investigated.
- (c) Any information concerning criminal convictions or findings of guilty obtained by the village shall be confidential and may not be transmitted outside the village, except as required herein or otherwise required by state law, including without limitation the Freedom of Information Act, and may not be transmitted to village employees, agents, or attorneys except as needed for the purpose of evaluating the applicant, an employee, or other person investigated pursuant to this section.
- (d) Only information and evaluation standards that bear a reasonable and rational relation to the operation of a massage establishment shall be used by the village in its evaluation of an application for a massage establishment license. Any person receiving confidential information under this section who gives or causes to be given any confidential information concerning any criminal convictions or findings of guilty of an applicant, employee, or other person investigated shall be in violation of this article unless a release of such information is authorized by this section, or by a court of competent jurisdiction, or by the person investigated.

Sec. 15-966. Denial, suspension, or revocation of license.

- (a) *Grounds for denial, suspension or revocation.* The village manager, or their designee, may deny an application for a new massage establishment license, deny an application for the renewal of a massage establishment license, or suspend or revoke a massage establishment license upon the occurrence of any of the following causes, as determined by the village manager, or their designee:
- (1) The massage establishment is not permitted by, or does not comply with, any provision of the Northbrook Zoning Code.
 - (2) The applicant has failed to comply with any applicable provision of this Code, including without limitation this article, or any applicable state law or regulation.
 - (3) The applicant has failed to obtain a necessary license, permit, or approval from any governmental authority with jurisdiction over the massage establishment, including the village, from which any approval is required.
 - (4) Operation of a business without the license required pursuant to this chapter 15.
 - (5) Issuance of a false statement in connection with an application filed pursuant to this article.
 - (6) The applicant or any of the people that must be identified pursuant to section 15-964(b) of this Code has been convicted (including a sentence of supervision or conditional discharge) of a felony or of any of the following offenses:
 - a. Any sex offense, including without limitation prostitution and any sexual misconduct involving minors, as defined in the Criminal Code, 720 ILCS 5/11-1 et seq.
 - b. A felony, misdemeanor, or ordinance violation based upon conduct or involvement in a business or activity related to massage therapy within the past five years.
 - c. A felony, misdemeanor, or ordinance violation involving the use of any weapon, violence, or the use, sale, or purchase of controlled substances.
 - d. An offense in any other state, or a federal offense, the elements of which are similar and bear a substantial relationship to any offense described in this section 15-966(a)(6).
 - (7) The applicant has had any village-issued license revoked for cause.
 - (8) Any person other than a massage therapist has been found to have administered massage at the massage establishment.
 - (9) The applicant or any of the people that must be identified pursuant to section 15-964(b) of this Code has violated any provision of the Act.
- (b) *Suspension and revocation procedures.* No massage establishment license shall be revoked or suspended except after a public hearing or a waiver thereof provided by the licensee, held by the village manager, or their designee, in accordance with the following provisions:
- (1) Written notice of the date, time, and place of, and the general reasons for, the hearing shall be transmitted to the licensee at the licensed premises by personal service, if possible, and/or by certified United States mail, affording the licensee an opportunity to appear and defend.
 - (2) No public hearing authorized by this section 15-966(b) may be conducted less than three days prior to receipt by the licensee of the notice required pursuant to section 15-966(b)(1). Within three days of receipt of said notice, the licensee must notify the village in writing of their intent to participate in the

hearing. Failure to timely notify the village shall constitute a waiver of the licensee's right to a public hearing.

- (3) The hearing officer shall hold the hearing at the date, time and place set forth in the notice, and shall give the licensee an opportunity to be heard.
- (4) Within 14 days after the public hearing, the hearing officer shall issue a written order setting forth any penalties to be assessed against or imposed upon the licensee, and the reasons therefor. A copy of the written order shall be served upon the licensee by personal service or by certified United States mail.

Sec. 15-967. Compliance inspections.

Upon issuance of a massage establishment license, in addition to the inspection requirements of article II of this chapter, the licensee shall provide any representative of the village with a reasonable opportunity to inspect the premises for which the permit is requested and to interview the licensee's agents and employees for the purpose of determining that the provisions of this article and other applicable ordinances and state and federal laws are being complied with. It shall be unlawful for any person to fail to allow any representative of the village access to the premises of the massage establishment or to hinder such access in any manner.

Sec. 15-968. Employment of licensed massage therapists; prohibition of employment of unlicensed massage therapists.

Only massage therapists who have maintained a current and effective license with the State of Illinois pursuant to the Act may conduct massage in a massage establishment. Each massage establishment shall maintain a current listing of all licensed massage therapists who perform massage services at the massage establishment, along with proof of their valid and current Illinois licensure and must allow inspection of such records at any reasonable time upon the request of any representative of the village.

Sec. 15-969. Operating requirements.

- (a) All licensees must maintain and update accurate records containing all of the information set forth in section 15-964 of this Code. All licensees must notify the village manager, or their designee, of any change to information contained within these records no later than ten days after the licensee first knows of the change. These records must be made available for examination upon request by village personnel during the massage establishment's hours of operation.
- (b) No massage establishment may be open to the public for business, and no massage may be administered at any massage establishment, prior to 7:00 a.m. or after 10:00 p.m. on any day. Any persons on the premises of the massage establishment prior to 7:00 a.m. or after 10:00 p.m. must be engaged solely in activities necessary to close or open the massage establishment to the public or to clean the massage establishment premises.
- (c) No licensee may knowingly permit any person to remain in or upon the premises of the licensed massage establishment who commits any act of public indecency or obscenity, as provided by state statute or by village ordinance.
- (d) Every massage establishment shall provide prospective customers with written notice stating the following:
"State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class A misdemeanor, subjecting an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. We immediately report all offenders or requests to buy sexual services to law enforcement."

- (e) At all times during the massage establishment's hours of operation, at least one manager or operator identified pursuant to section 15-964(b)(2) of this Code must be on the establishment premises.
- (f) No portion of a massage establishment licensed pursuant to this article may be designed, modified, equipped, or used for residential purposes or for sleeping quarters. No person may reside, dwell, or sleep in any portion of any licensed massage establishment. This prohibition does not apply to home-based massage establishments.
- (g) All employees and massage therapists shall wear clean, nontransparent outer garments fully covering the employee's chest, thighs, and sexual and genital areas.
- (h) The sexual or genital areas of clients must be covered with nontransparent towels, cloths, or undergarments when in the presence of an employee or massage therapist, unless the client is receiving a therapeutic treatment.
- (i) It shall be unlawful for any person in the massage establishment to place their hand upon, to touch with any part of their body, or fondle in any manner, or massage a sexual or genital area of any person, provided however, that this subsection shall not apply to the administration of therapeutic treatments.
- (j) No massage therapist, employee, or licensee shall perform, offer, or agree to perform any act which shall require the touching of a client's sexual or genital area.
- (k) No client shall be permitted to operate any device capable of recording or transmitting still or moving images in any area of the massage establishment, including, without limitation, still or video cameras, video recorders, camera phones, or any similar device. This subsection should not be interpreted to prohibit a cellular telephone device from being brought into any area of the massage establishment, provided however, the device is not used for the purpose of recording or taking pictures while on the premises.
- (l) No alcoholic liquor may be sold, dispensed, provided, kept, or consumed on any premises licensed pursuant to this article.

Sec. 15-970. Building requirements.

- (a) At all times that a massage establishment is open to the public for business, all doors providing public entry to and egress from the massage establishment premises must be unlocked.
- (b) All store-front windows of the massage establishment premises must be transparent, and the interior waiting area of the massage establishment premises must be visible from the exterior of the premises without obstruction.
- (c) Rooms used for administering massage must be accessible by no more than one door, which door must remain unlocked and unobstructed at all times during which two or more persons are in the room.
- (d) Price rates for all massage services shall be prominently posted in the reception area of the massage establishment in a location available to all prospective customers.

Sec. 15-971. Cleanliness of premises.

- (a) Every massage establishment, and all portions of dwelling units used for home-based massage establishments, shall comply with the following minimum requirements:
 - (1) All massage tables, lavatories, and floors shall have surfaces which may be readily disinfected.
 - (2) Every portion of the massage establishment, including any and all appliances, apparatus, or other mechanical and therapeutic devices shall be kept clean and operated under sanitary conditions.

- (3) All massage establishments shall be provided with clean laundered sheets and towels in sufficient quantity which shall be laundered after each use thereof and stored in a sanitary manner. All towels and linens furnished for use of one patron shall not be furnished for use of another patron until laundered.
 - (4) Closed cabinets shall be provided for use in the storage of clean linens, towels, and other materials used in administering massage services. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets which shall be kept separate from the clean storage areas.
 - (5) All walls, ceilings, floors, pools, showers, baths, and steam rooms and any other physical facilities shall be kept in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor cabinets, shower compartments and toilet rooms shall be thoroughly cleaned each day the massage establishment is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
 - (6) Oils, creams, lotions, and other preparations used in administering massages shall be kept in clean, closed containers or cabinets.
 - (7) Each massage therapist shall wash their hands in hot running water using a proper soap or disinfectant before administering any massage to any customer or client.
 - (8) No massage therapist shall administer a massage to a client exhibiting any skin fungus, skin infection, skin inflammation or skin eruption, unless a physician duly licensed by the State of Illinois shall certify in writing that such person may be safely massaged and shall describe the conditions under which such massage may be performed.
- (b) Subsection (a)(2) shall not apply to a massage establishment where all massages are administered to patrons who are fully clothed and where there is no application of oils, creams, lotions, or other liquids to the body of any client.

Sec. 15-972. Restrictions on advertising.

No massage establishment shall depict, place, publish, distribute, or cause to be depicted, placed, published, or distributed any advertising matter that suggests to prospective clients that any services are available other than those services permitted by this article, or which would suggest that employees or massage therapists are dressed in any manner other than that permitted by this article.

Sec. 15-973. Employment of minors.

It shall be unlawful for any massage establishment to employ any person who is not at least 18 years of age.

Sec. 15-974. Massage establishment exemptions.

- (a) No massage establishment license shall be required for those professions exempted by Section 25(a)—(c) of the Act.
- (b) A massage establishment with only a single owner-operator, no employees, and which has no more than one massage room with no more than one chair and one massage table as well as all home-based massage establishments, shall be exempt from the requirements set forth in section 15-970 of this article.

Sec. 15-975. Violation—Penalty.

In addition to the provisions set forth in section 15-41 for the revocation and suspension of licenses, any person who violates any section of this article shall upon conviction thereof be punished by a fine as set forth in the annual fee ordinance. Each day that a violation is found to have existed shall be deemed a separate violation.

Sec. 15-976. Nuisance.

The village hereby declares that any building used as a massage establishment in violation of this article is a public nuisance.

Secs. 15-977—15-986. Reserved.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-06-11
Subject: An Ordinance Adopting and Authorizing Updates to the Village of Northbrook Annual Fee Ordinance

Overview

An Ordinance to update the Village of Northbrook Annual Fee Ordinance related to business license and registration fees as posted for review as part of the May 28, 2024 Village Board meeting.

Fiscal Impact

The adopted FY25 General Fund Budget includes \$175,000 in revenues from Business Licensing. The updates adopted on May 28, 2024 to Chapter 15 simplified the the prior structure of licensing from 75 plus categories for two primary classes of licenses and reduced associated fee categories to fewer than 30. The majority of fees were held flat or reduced and a number of categories were moved to optional registrations. As a result, revenues will be reduced from licensing. However, creating a more business friendly environment is intended to encourage and support sales tax revenue producing businesses and maintain that important revenue stream for the Village.

Recommendation

Approval.

Background

On May 28, 2024, an Ordinance was adopted amending Chapter 15 of the Northbrook Municipal Code, as amended, regarding business licensing and registration following significant review and discussion and were presented in order to streamline the business license categories and application/renewal procedures for impacted businesses within the community. The amendments provided a substantive update to Chapter 15.

This item is the corresponding update to reflect the new license categories and associated fees within the Annual Fee Ordinance which is similarly being streamlined.

Following consideration of on this agenda, staff will begin communicating the updates to the business community.

[An Ordinance Adopting and Authorizing Updates to the Village of Northbrook Annual Fee](#)

Ordinance
Business License Fee Updates FY25 AFO.xlsx

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 Adopting and Authorizing Updates to the Village of Northbrook Annual Fee Ordinance

shall be, and is hereby, adopted as follows:

Section 1. AUTHORITY.

This Ordinance is adopted pursuant to and in accordance with Section 1-11 of the Northbrook Municipal Code.

Section 2. SHORT TITLE.

This Ordinance shall be known as the “Annual Fee Ordinance” as provided herein.

Section 3. APPLICABILITY.

Each fee, charge, rate, or regulatory measure set forth in this Ordinance and corresponding **Exhibit A** attached thereto shall apply to the provisions of each indicated section of the Northbrook Municipal Code and other pertinent Code Sections or Ordinances in which a reference is made to the “Annual Fee Ordinance”. This Ordinance shall not apply or have any effect on fees, taxes, or regulatory measures which do not expressly reference the “Annual Fee Ordinance”.

It is intended that fees, charges, rates, and regulatory measures set forth herein will be reviewed periodically by the President and Board of Trustees. Accordingly, these may be modified from time to time by separate Ordinance.

Section 4. EFFECTIVE DATE.

This Ordinance shall become effective the later of June 1, 2024 or ten days after its passage and approval in the manner provided by law unless specifically indicated otherwise in Exhibit A.

PASSED: This _____ day of June, 2024

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

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 <u>October 1 of any</u> <u>year beginning in 2025</u> . (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 <u>65</u>
Class 1 Business Licenses		
Section 15-24 (a) Amusements: a Class 1 Business License Fee:	<u>Golf courses, driving ranges and miniature golf courses</u>	<u>\$100.00</u>
Section 15-24 (a) Amusements: c, e Class 1 Business License Fee:	<u>Carnivals or circus, public dance</u>	<u>\$2,000.00</u>
Section 15-24 (a) Amusements: f Class 1 Business License Fee:	<u>Motion picture theaters</u>	<u>\$1,000.00</u>
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,500 gross sf or less	<u>Bowling alleys and bocce courts. Coin operated amusement devises</u>	<u>\$75.00</u>
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,501 gross sf or more	<u>Bowling alleys and bocce courts. Coin operated amusement devises</u>	<u>\$150.00</u>
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,500 gross sf or less	<u>Dry cleaners, laundries and laundromats. Automobile sales and service establishments.</u>	<u>\$75.00</u>
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,501 gross sf or more	<u>Dry cleaners, laundries and laundromats. Automobile sales and service establishments.</u>	<u>\$150.00</u>
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,500 gross sf or less	<u>Food establishments, including food service establishments, food processing and food stores</u>	<u>\$75.00</u>
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,501 gross sf or more	<u>Food establishments, including food service establishments, food processing and food stores</u>	<u>\$150.00</u>
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,500 gross sf or less	<u>Health clubs, spas, sports/athletic training facilities</u>	<u>\$75.00</u>
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,501 gross sf or more	<u>Health clubs, spas, sports/athletic training facilities</u>	<u>\$150.00</u>
Class 2 Specialized Business Licenses		
Section 15-34 (a) Raffles	<u>Raffles</u>	<u>\$30.00</u>

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
<u>Section 15-34 (b) Second Hand Dealers</u>	<u>Second Hand Dealers</u>	<u>\$150.00</u>
<u>Section 15-34 (c) Retail sales of tobacco</u>	<u>Retail sales of tobacco</u>	<u>\$750.00</u>
<u>Section 15-34 (d) Retail sales of Cannabis</u>	<u>Retail sales of Cannabis</u>	<u>\$750.00</u>
<u>Section 15-34 (e) Retail sales of Firearms</u>	<u>Retail sales of Firearms see Secton 15-872</u>	
<u>Section 15-34 (f) Special Events</u>	<u>Special Events</u>	
<u>Section 15-34 (g) Massage establishments</u>	<u>Massage establishments</u>	<u>\$50.00</u>
<u>Section 15-34 (i) Mobile Food Trucks/Service Establishments</u>	<u>Mobile Food Trucks/Service Establishments</u>	<u>\$200.00</u>
<u>Section 15-34 (i) Scavengers</u>	<u>Scavengers</u>	
Mandetary Business Registration		
<u>Section 15-45 (a) All Industial and Manufacturing</u>	<u>All Industial and Manufacturing</u>	<u>\$50.00</u>
<u>Section 15-45 (b) Day care homes</u>	<u>Day care homes</u>	<u>\$50.00</u>
<u>Section 15-45 (c) Nursing homes, personal care faciiliities - including home based</u>	<u>Nursing homes, personal care faciiliities - including home based</u>	<u>\$250.00</u>
<u>Section 15-45 (d) Solicitors</u>	<u>Solicitors</u>	<u>\$50.00</u>
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 Cireuses	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: Self Service, Coin Operated	Laundry License Fee:	\$145.00
	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. foot
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 III Firearms and Ammunition Annual License Fee	\$2,000.00
<u>Section 15-873: Firearms</u> <u>Annual License Fee</u>	<u>Home Based Business Category III Firearms and Ammunition Annual License Fee</u>	<u>\$200.00</u>
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	<u>\$250.00</u>
<u>Section 15-963:</u> <u>Massage Establishments</u>	<u>Home Based Business Massage Establishment Application License/Yearly Fee</u>	<u>\$50.00</u>
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

VILLAGE OF NORTHBROOK		
ANNUAL FEE ORDINANCE- FEE SECTIONS		
Annual Fee Ordinance (Municipal Code Section)	Description	FY 25 Fees (Last Update 4/9/24)
Section 15-964 (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
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 conducted 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

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 1,001 – 2,000 gross square feet:	\$155.00
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 <u>included in Food Establishment annual license</u>	<u>\$0.00</u>
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

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Date: 2024-06-11
Subject: A Resolution Approving the Purchase of an Annual Maintenance Contract for Zoho Corporation Software from Northwind Technologies

Overview

This Resolution approves the purchase of an annual maintenance and support contract for Zoho Corporation systems management software from Northwind Technologies.

Fiscal Impact

The adopted Fiscal Year 2024/2025 budget provides funding in Account Number 11-1400-523-00 for the renewal of the annual maintenance and support for Zoho Corporation systems management software in the amount of \$22,000.00.

Recommendation

Approval.

Background

In September 2015, the Village Information Technology (IT) Department implemented an IT Service Desk system from Zoho Software called ManageEngine. ManageEngine ServiceDesk Plus is a complete IT management system that manages IT service requests, assets, contracts, changes, metrics, and reporting. ManageEngine's Endpoint Central allows IT staff to automatically schedule software updates and patches for computers and servers and to remotely push manual software updates, as needed. After evaluating the various ManageEngine products in use, the IT staff determined that these products continue to provide value and are integral systems in the IT operations for the Village.

The Village's Annual Budget for FY 2024/2025 provides for the continued maintenance and support of the Zoho ManageEngine software. IT Staff identified an authorized reseller, Northwind Technologies, based in West Palm Beach, Florida, who is the partner listed on the General Services Administration (GSA) Contract, 47QTCA19D009H, for contractual pricing for ManageEngine products and services. This GSA Contract period is April 5, 2019 through April

4, 2029, and meets the requirements of the Village's Procurement Policy. Village IT Staff requested a quote from Northwind Technologies for the ManageEngine products in use. Northwind provided a quote in the amount of \$21,310.38 utilizing the pre-negotiated discounts contained in the GSA contract.

Based on these factors, Village IT Staff recommend purchasing a one year maintenance and support agreement from Northwind Technologies in a total amount not to exceed \$21,310.38. Sufficient funds are available in Account No. 11-1400-523-00 to complete this purchase.

Staff will be available at the meeting of the Board of Trustees on June 11, 2024, to answer any questions that may arise.

[A Resolution Approving the Purchase of an Annual Maintenance Contract for Zoho Corporation Software from Northwind Technologies.doc](#)
[Northwind Technologies Quote 946468 - GSA Pricing](#)

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 the Purchase of an Annual Maintenance Contract for Zoho Corporation Software from Northwind Technologies

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2024/2025 annual budget provides funding for the procurement of an annual maintenance contract (“**Maintenance**”) for Zoho Corporation software used by all Departments of the Village. Village Information Technology (IT) staff has determined that it would be in the Village’s best interest to continue to procure support and maintenance services for this critical software.

Village staff received a quote from Northwind Technology (“**Vendor**”), headquartered in West Palm Beach, Florida, utilizing the pricing as defined on the General Services Administration (GSA) Contract 47QTCA19D009H, for the Maintenance in a not to exceed amount of \$21,310.38. The GSA contract is made available to all federal, state, county, and city government entities, and meets the procurement requirements of the Village of Northbrook.

Based on these factors, Village staff recommends procuring the Maintenance from the Vendor in a not-to-exceed amount of \$21,310.38. Sufficient funds exist in Account No. 11-1400-523-00 for this expenditure.

The President and the Board of Trustees have considered the purchase and determined that it is in the best interests of the Village and the public to purchase the Maintenance from the Vendor.

Section 2. Authorization for Purchase.

The Village Manager shall be, is hereby, authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Maintenance from the Vendor in a not-to-exceed amount of \$21,310.38.

ATTEST:

Village President

Village Clerk

Quote ID: 946468

Nikolas Stenson

End User Computing Engineer
Village of Northbrook
1225 Cedar Lane | Northbrook, IL 60062

Dated: May 13, 2024

FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

FSC Product code: D399

Contract number: 47QTCA19D009H

GSA Contract period: April 5, 2019 through April 4, 2029

DUNS: 832837632; CAGE: 5TN38

SIN	Part Number	Product Name	Quantity	GSA Price
511210	46259.31S	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 13 Technicians (2000 nodes) valid till 2025-06-30	1	9,168.01
511210	85710.1S4	ManageEngine Endpoint Central Enterprise (Distributed) Edition - Subscription Model - Annual subscription fee for 500 Computers and Single User License valid till 2025-06-30	1	5,434.01
511210	85510.0SU4	ManageEngine Endpoint Central Enterprise (Distributed) Edition - Subscription Model - Annual subscription fee for Additional 12 User valid till 2025-06-30	1	1,882.42
511210	87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 1 Domain (Unrestricted Objects) with 11 help desk Technician valid till 2025-06-30	1	4,825.94
Grand Total (USD \$) :				21,310.38

Note: any applicable state and local tax is responsibility of customer. Please provide tax exempt certificate if organization is tax exempt. Local taxes will be applicable for all end users and buyers located in the State of AL, IN, IL, KY, KS, LA, MA, MN, MS, MI, ME, NY, NC, ND, NE, NM, OH, PA, RI, TX, VT, WI, WA, SD, DC, TN, WV, UT, IA, WY & CT

Terms & Conditions**1. Duration**

Offer is open for acceptance for 30 days from the date of this quote. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

Net 30 Days.

3. Payment Method

Please issue Purchase Order via email to bill.duffy@northwindtech.net

Billing remit to address:

Northwind Ventures Inc (dba Northwind Technologies)

Attention: Bill Duffy

17621 46th Ct N/ Loxahatchee, FL 33470 / Phone: +1- 917-509-1964/ Email: bill.duffy@northwindtech.net/

Northwind accepts payment by valid check or wire transfer. There is a fee of 3% associated with paying by credit card in orders of \$3,000.00 and up. Please contact your representative for details.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Fire Chief David Schweihs
Date: 2024-06-11
Subject: An Ordinance Authorizing the Purchase of a Cardiac Monitor/Defibrillator from ZOLL Medical Corporation and Disposing of Surplus Equipment

Overview

This Ordinance authorizes the purchase of a new cardiac monitor and the disposal of the 10-year old cardiac monitor which will be replaced.

Fiscal Impact

The fiscal year 2024/25 budget includes \$45,000 in account # 11-3100-649-00 for the purchase of a new cardiac monitor/defibrillator. The vendor provided a quote for one Zoll X Series Advanced cardiac monitor in the not to exceed amount of \$41,277.72. This price includes the trade-in value of \$5,500 for one Zoll X Series cardiac monitor.

Recommendation

Approval.

Background

The Village currently owns 10 cardiac monitors which are carried on front-line fire apparatus such as ambulances, engines, trucks, and a rescue squad. The vendor is the department's current supplier of cardiac monitors. As the department requires cardiac monitors that are both current and reliable, the new Zoll X Series Advanced cardiac monitor will replace the most appropriate cardiac monitor within the Village's inventory, which is a 10 year old Zoll X Series. Currently, the department's replacement schedule is to purchase one cardiac monitor per year. This schedules the equipment on the industry standard ten-year life cycle.

Based on both interoperability and necessity of replacement, fire department staff recommends the purchase of one Zoll X Series Advanced cardiac monitor for fiscal year 2024/25 from the vendor in the not-to-exceed amount of \$41,277.72.

Fire department staff will be available at the June 11, 2024 Village Board meeting to respond

to any questions if necessary.

[An Ordinance Authorizing the Purchase of a Cardiac Monitor/Defibrillator from ZOLL Medical Corporation and Disposing of Surplus Equipment](#)

[Exhibit A - Zoll Quote 5.1.24 Cardiac Monitor.pdf](#)

[Exhibit B - Zoll Sole Source Letter 5.3.2024.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 Authorizing the Purchase of a Cardiac Monitor/Defibrillator from ZOLL Medical Corporation and Disposing of Surplus Equipment

shall be, and is hereby, adopted as follows:

Section 1. Recitals.

The Village's fiscal year 2024/25 annual budget includes sufficient funds under account # 11-3100-649-00 for the purchase of new medical equipment and devices, including cardiac monitors/defibrillators ("**Cardiac Monitor**"). Zoll Medical Corporation of Chelmsford, MA ("**Vendor**") is the sole source provider of the Zoll X Series Advanced Cardiac Monitor.

The new Zoll X Series Advanced Cardiac Monitor will replace the most appropriate Cardiac Monitor within the Village's inventory. As the Department requires Cardiac Monitors that are both current and reliable, this purchase will replace a ten (10) year old Zoll X Series Cardiac Monitor. Currently, the Department's replacement schedule is to purchase one (1) Cardiac Monitor per year. This schedules the equipment on a ten (10) year life cycle which is the industry standard.

Based on both interoperability and necessity of replacement, Fire Department staff recommends the purchase of one (1) Zoll X Series Advanced Cardiac Monitor for fiscal year 2024/25 from the Vendor in the not to exceed amount of \$41,277.72.

The President and the Board of Trustees have considered the purchase and determined that it is in the best interests of the Village and the public to purchase the Cardiac Monitor. 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. 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 Zoll X Series (serial # AR17H025985) is no longer necessary or useful to the Village and the best interests of the Village would be served by disposal of the same.

Section 3. Manner of Disposal.

The Village Manager is hereby authorized and directed to appropriately dispose of the Zoll X Series (serial # AR17H025985) by trading-in the unit and receiving a \$5,500 credit towards the purchase of the new Zoll X Series Advanced Cardiac Monitor.

Section 4. Waiver of Bidding.

The requirement that competitive sealed bids be solicited for the Cardiac Monitor, is hereby, waived.

Section 5. 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 Cardiac Monitor 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 Ordinance as **Exhibit A**, and in an amount not to exceed \$41,277.72.

Section 6. 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.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

Village President

Village Clerk

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-60033 Version: 2

Northbrook Fire Department
740 Dundee Road
Northbrook, IL 60062

ZOLL Customer No: 185947

Kristopher Gray
kristopher.gray@northbrook.il.us

Quote No: Q-60033

Version: 2

Issued Date: May 1, 2024

Expiration Date: June 30, 2024

Terms: NET 30 DAYS

FOB: Destination

Freight: Free Freight

Prepared by: Caroline Guibord
EMS Territory Manager
cguibord@zoll.com
(773) 425-0710

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1374349	601-2231112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	1	\$55,013.00	\$43,168.08	\$43,168.08
2	1374349	8300-000676	OneStep Cable, X Series	1	\$569.00	\$446.08	\$446.08

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Northbrook Fire Department
Quote No: Q-60033 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1374349	8009-0020	CPR-D-padz and CPR Stat Padz Connector	1	\$493.00	\$386.22	\$386.22
4	1374349	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	1	\$118.00	\$91.84	\$91.84
5	1374349	8000-001128	Accuvent Flow Tube (Box of 10)	1	\$797.00	\$624.84	\$624.84
6	1374349	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$195.00	\$152.52	\$152.52
7	1374349	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$313.00	\$245.18	\$245.18
8	1374349	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$1,076.00	\$843.78	\$843.78
9	1374349	8000-0339	rainbow® SpO2/SpCO/SpMet Single use Sensors: Patients 10-50 kg (10 per case)	1	\$1,013.00	\$794.58	\$794.58
10	1374349	8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	1	\$32.00	\$24.60	\$24.60
11	1374349	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$663.00	\$0.00	\$0.00
12		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	1		(\$5,500.00)	(\$5,500.00)

Subtotal: \$41,277.72

Total: \$41,277.72

Contract Reference	Description
1374349	Reflects GPO NPP 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through June 30, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Northbrook Fire Department
Quote No: Q-60033 Version: 2

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Northbrook Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

May 3, 2024

Captain Kristopher Gray
Village of Northbrook
740 Dundee Road
Northbrook, IL 60062

Dear Captain Gray:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Caroline Guibord, Account Executive, will not sell an X Series® and X Series Advanced Defibrillator to the Village of Northbrook, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at contracts@zoll.com.

Sincerely,

Alexandria Page

Alexandria Page
Local Contracts Specialist

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Date: 2024-06-11
Subject: A Resolution Approving a Service Order for an Internet Service Upgrade with the State of Illinois Department of Innovation & Technology/Illinois Century Network

Overview

This Resolution approves a Service Order to upgrade the Village's existing Internet service with the State of Illinois Department of Innovation & Technology/Illinois Century Network.

Fiscal Impact

The adopted Fiscal Year 2024/2025 budget provides funding in Account Number 11-1400-537-07 for the Village's various Internet services in the amount of \$52,000.00.

Recommendation

Approval.

Background

In 2016, the Village entered into a Master Services Agreement with the State of Illinois Department of Innovation & Technology (DoIT)/Illinois Century Network (ICN) for Internet services. These Internet services are used by all Departments at the Village. Additionally, the unique offering by ICN allows for secure connectivity for the Police Department to the State of Illinois Law Enforcement Agencies Data System (LEADS) through this same service. In 2019, the initial three-year term with ICN was renewed for another three years. In 2020, the Internet service was upgraded due to the Village's usage of the Internet services. The Internet service contract expired in 2023 and the Village continues to utilize the service on a month-by-month basis.

Given the Village's usage of cloud-hosted applications, the demand for Internet bandwidth continues to increase. After reviewing the Village's current bandwidth utilization, the Village's Information Technology (IT) Department is recommending another bandwidth upgrade.

Since the Village has been utilizing the ICN Internet service for the past 8 years, service has been exceptional with minimal outages or disruptions. Because of this, and the fact that the Police Department utilizes the secure access to LEADS through this same service, IT Staff recommends continuing to utilize the same ICN service but with an upgrade.

Village IT Staff requested and received a proposal from ICN in an amount of \$3,022.89 a month with a 36-month term. This upgrade does not require the installation of any new services and can be completed by ICN in a short timeframe.

The Village's Annual Budget for FY 2024/2025 includes funding in Account No. 11-1400-537-07 to cover the cost of the Internet upgrade. Future budget requests will include sufficient funding to cover years 2 and 3 of the 36-month term.

Based on these factors, Village IT Staff recommends executing the Service Order to upgrade the Village's Internet service with Illinois Century Network in an amount not to exceed \$3,022.89 for the next 36 months.

Staff will be available at the meeting of the Board of Trustees on June 11, 2024, to answer any questions that may arise.

[A Resolution Approving a Service Order for an Internet Service Upgrade with the State of Illinois Department of Innovation & Technology/Illinois Century Network.doc](#)
ICN Service Order

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 Service Order for an Internet Service Upgrade with the State of Illinois Department of Innovation & Technology/Illinois Century Network

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2024/2025 annual budget provides funding for the procurement of Internet services (“**Service**”) for use by all Departments of the Village. Village Information Technology (IT) staff has determined that an upgrade of the Village’s existing Internet service is required.

Village staff received a quote (“**Service Order**”) from the State of Illinois Department of Innovation & Technology/Illinois Century Network (“**Vendor**”), headquartered in Chicago, Illinois, for an upgrade to the existing Service in the amount of \$3,022.89 per month, with a 36 month term.

Based on these factors, Village staff recommends procuring the Service from the Vendor in a not-to-exceed amount of \$3,022.89 per month. Sufficient funds exist in Account No. 11-1400-537-07 for this expenditure.

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

Section 2. Authorization to Execute Service Order.

The Village Manager shall be, is hereby, authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Service from the Vendor in a not-to-exceed amount of \$3,022.89 per month.

ATTEST:

Village Clerk

Village President

Broadband Service Order

Illinois Dept. of Innovation & Technology

ICN Site ID: 0036714

Organization Name VILLAGE OF NORTHBROOK

Site Name: VILLAGE OF NORTHBROOK



Illinois Department of Innovation & Technology (DoIT)	Customer
Robin Woodsome, ICN Field Operations Manager Illinois Department of Innovation & Technology (DoIT) Illinois Century Network (ICN) 555 W. Monroe Street, Chicago, IL 60660 312.497.7472 Robin.Woodsome@Illinois.Gov	LORI BAKER VILLAGE OF NORTHBROOK [REDACTED] NORTHBROOK, IL 60062 Ph: 847-272-5050 e-mail: lori.baker@northbrook.il.us

	☐ Same As Above
Billing Contact	Chief Information Officer
Billing Address 1	Information Technology Department
Billing Address 2	1225 Cedar Lane
Billing City, St, ZIP	Northbrook, IL 60062
Billing Phone	847-664-4080
Billing Contact E-Mail	ITInvoices@northbrook.il.us

Monthly Service Fees/Monthly Recurring Charges (MRC)	Quantity	Unit Cost	Extended Cost
BANDWIDTH WITH INTERNET EGRESS (in Mbps)	1000	\$2.00	\$2,000.00
LAST MILE CIRCUIT ASE-On Demand 1Gbps	1	\$805.55	\$805.55
LEADS Router	1	\$217.34	\$217.34
Subtotal:			\$3,022.89
POP Credit			
ILA Credit			
DoIT Consortium Funding / E-rate Discount %			\$0.00
*** This pricing represents a 36 month term, from 7/1/2024 through 6/30/2027.			
Total MRC			\$3,022.89

One-Time Charges/Non-Recurring Charges (NRC)	Quantity	Unit Cost	Extended Cost
			\$0.00
Total NRC			\$0.00

This Service Order is subject to and fully incorporates the terms and conditions of the Master Service Agreement currently in place between Customer and DoIT. The Service Order may, from time to time, be modified at Customer’s written request and upon approval of DoIT.

The pricing in this Service Order is based on a 36 month term (Service Term). Any cancellation or termination of service on or after the date of DoIT's acceptance and execution of this Service Order listed in the signature block below (Service Order Acceptance Date) and before the end of the Service Term shall be subject to certain cancellation fees and early termination penalties as outlined in the Master Service Agreement. Customer acknowledges and agrees to pay these fees upon cancellation or early termination. Customer will be responsible for any applicable taxes in addition to all service- related costs stated in this Service Order.

Please note: This is not an invoice. Customer will be invoiced by DoIT separately. This quote is valid until 11/01/2024. DoIT may invoice, and Customer shall be liable, for any NRC, or for any cancellation fees if applicable, beginning upon the Service Order Acceptance Date. DoIT may invoice, and Customer shall be liable, for the applicable MRC payments, or for any early termination fees if applicable, beginning upon the Service Activation Date (as defined in the Master Service Agreement).

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

36-6006017 Service Term: 36 months, 07/01/2024 - 06/30/2027

Customer FEIN (##-#####)	
Cara Pavlicek	Village Manager
Print Customer Representative Name	Title
Customer Representative Signature	
Robin Woodsome	Manager, ICN Field Operations
Print DoIT Representative Name	
	Title
	June 7, 2024
DoIT Representative Signature	
Date	

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Date: 2024-06-11
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_061124.docx](#)
[Exhibit A - Unclaimed Property Inventory_061124.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 be 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

2581-000113			2581-000117		
16-20411	010	clothes, shoes & accessosries from GAP	14-20254	003	burberry sunglasses w/cleaner
2581-000114			14-20254	004	claires jewelry
14-08750	003	misc clothing	16-19827	001	iphone
14-08750	004	vs pink sweatshirt	16-19827	002	iphone
17-18894	006	lululemon jacket	16-19827	003	iphone
17-18894	005	2 lululemon yoga pants	16-19827	008	iphone
17-18894	008	2 pants, 1 shirt	16-19827	004	iphone
17-18894	007	3 suit jackets	16-19827	005	iphone
18-11300	001	Louis Vuitton purse	16-19827	006	iphone
18-17825	002	shanola backpack	16-19827	007	iphone
2581-000115			16-19827	015	iphone
11-05240	002	calvin klein dresses	16-19827	009	iphone
11-08557	033	misc clothing	19-02421	001	sony camera
12-08885	003	dress	2581-000118		
12-08885	002	misc clothing, mens shoes	12-17021	010	brian atwood boots
12-19314	005	scarf	17-18042	001	xl tommy bahama bag
12-19314	006	mens shirt	17-18894	011	macbook pro
16-20411	009	vs clothing	22-05467	004	roku streambar
2581-000116			22-06694	001	canon camera
11-05240	003	misc clothing	2581-000119		
12-15850	003	2 bottles of cologne/parfume	05-12247	020	gold pendant
12-15850	002	gift cards	05-12247	022	misc jewelry
12-17021	011	2 body creams			
12-17021	013	ysl perfume			
12-17021	012	2 narciso perfume			
12-17021	015	hermes cologne			
12-17021	017	parfume			
12-17209	004	coach wallet, north face gloves			
14-20254	005	burberry sweatshirt, ferragamo belt			
18-11300	002	gucci sunglasses			
23-09930	001	baseball mitt			

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-06-11
Subject: A Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)

Overview

The Village is required to appoint a Delegate and Alternate Delegate to represent the Village's interest on the Intergovernmental Risk Management Agency (IRMA) board.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

As members of the Intergovernmental Risk Management Agency (IRMA) risk management pool, according to the pool bylaws, the Village is required to appoint a Delegate and Alternate Delegate to represent the Village's interest on the IRMA board. It is the recommendation of the Village Manager that the Village Board appoint Sarah Bagley, Director of Human Resources, as Delegate, and Steve Drazner, Chief Financial Officer, as Alternate Delegate.

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

is hereby adopted, as follows:

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

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

Section 1. Sarah Bagley, Director of Human Resources, of the Village of Northbrook, is hereby appointed as "***Delegate***" to represent the Village of Northbrook on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2. Steve Drazner, Chief Financial Officer, of the Village of Northbrook, is hereby appointed as the "***Alternate Delegate***" to serve if Sarah Bagley is unable to carry out the aforesaid duties as the representative of the Village of Northbrook to said Intergovernmental Agency.

ATTEST:

Village Clerk

Village President

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Date: 2024-06-11
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. This agenda item was originally considered on May 28, 2024, however the incorrect agreement was attached. Thus staff is bringing it back for the Village Board's reconsideration in the interest of transparency.

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

As previously mentioned, this agenda item was originally considered on May 28, 2024, however the incorrect agreement was attached. Thus staff is bringing it back for the Village Board's reconsideration in the interest of transparency.

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 an Agreement for Asphalt Street Crack Sealing Services with Patriot Pavement Maintenance Inc. of Wheeling, Illinois](#)
[Exhibit A - Pavement Crack Filling Renewal Agreement](#)

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: **Patriot Pavement Maintenance**
 165 W. Hintz Road, Wheeling, Illinois 60090
 Attn: Matt Sollars ("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 Crack Sealing Services" dated as of March 14, 2023 ("**Contract**"), under which Contract the Contractor agreed to provide crack sealing 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 2 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:

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III, Village Clerk

By: _____
Cara L. Pavlicek, Village Manager

Date: _____

Date: _____

WITNESS:

Patriot Pavement Maintenance

By: 
By: K. Harris

By: 
By: Matt Sollars

Date: April 1, 2024

Date: April 1, 2024

ATTACHMENT 1

FEE SCHEDULE

	Description	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	LB.	1.44	1.50	1.50
2	Sweeper with disposal performed by contractor	Hour	125	130	130

Contract Year 1 (Fiscal Year 2023-2024 beginning May 1, 2023 and ending April 30, 2024): \$25,000

Contract Year 2 (Fiscal Year 2024-2025 beginning May 1, 2024 and ending April 30, 2025): \$25,000

Contract Year 3 (Fiscal Year 2025-2026 beginning May 1, 2025 and ending April 30, 2026): \$25,000

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2024-06-11
Subject: A Resolution Authorizing and Approving the Village Manager's Appointment of Certain Special Counsel

Overview

Pursuant to Sec. 2-148 of the Municipal Code, the Village Manager has the authority to appoint special counsel to advise or represent the Village on special subject matters to assist the Village Attorney, subject to approval of the Village Board.

Fiscal Impact

Annually the Village appropriates funding for Legal Services including General Counsel, Labor Counsel and Prosecutorial Services. The total budget for all legal services in the FY25 General Fund budget is \$767,350.

Recommendation

Approval.

Background

The Village Manager has consulted with the Village Attorney and it is recommended that the Village Board approve the appointment of the Village Manager's engagement of the following attorneys/law firms which currently service as special counsel:

- Clark Hill PLC (labor related matters)
- Clark Baird Smith LLP (labor related matters)
- Chapman and Cutler LLP (bond and disclosure counsel)

Additionally, the following attorneys are recommended as special counsel to advise and represent the Village on eminent domain and land acquisition matters as the Village

evaluates and pursues the courses of action available to it for acquiring land for the relocation of municipal facilities, including fire, police, and public works facilities.:

- Langdon D. Neal of Neal & Leroy LLC;
- Christopher J. Murdoch of Emry Murdoch LLC.

[A Resolution Authorizing and Approving Appointment of Certain Special Counsel.docx](#)

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 and Approving the Village Manager's Appointment of Certain Special Counsel

is hereby adopted, as follows:

Section 1. Recitals.

In accordance with Section 2-148 of the Northbrook Municipal Code, the Village Manager has the authority to appoint attorneys to advise or represent the village on special subject matters, or to assist the Village Attorney, subject to approval of the Village Board.

At this time, the Village Manager desires to engage, or to continue the engagement of, the professional services of five specific attorneys/law firms to provide special counsel legal services on behalf of the Village, as listed in Section 2 below. The President and Board of Trustees have considered the appointments and find and determine that it is in the best interest of the Village and the public to authorize and approve the appointments. 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 Appointments.

The President and Board of Trustees hereby approve the appointment by the Village Manager of the following special counsel, on such terms and conditions as are satisfactory to the Village Manager: (1) Clark Hill PLC; (2) Clark Baird Smith LLP; (3) Chapman and Cutler LLP; (4) Langdon D. Neal of Neal & Leroy LLC; (5) Christopher J. Murdoch of Emry Murdoch LLC (collectively, the "Special Counsel")

Section 3. Authorization to Execute the Documents

The Village Manager is hereby authorized to execute, on behalf of the Village, such documents and make such payments as are necessary to complete and manage the engagement of each of the Special Counsel.

Section 4. Effective Date.

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

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

Village President

Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development and Planning Services Jonathan Mendel
Date: 2024-06-11
Subject: Consideration of Approval Documents to Grant Zoning Relief to KZF Venture Group, LLC, 2830 Highland Road, Plan Commission Docket No. PCD-24-05

Overview

The Plan Commission recommends approval of the following approval documents related to the rezoning and subdivision at 2830 Highland Road:

- i. An Ordinance Rezoning the Property at 2830 Highland Road and Amending the District Zoning Map; and
- ii. A Resolution Approving a Subdivision Variation and Combined Tentative and Final Plat of Subdivision.

Fiscal Impact

N/A.

Recommendation

Review and consider approval.

Background

On June 11, 2024, the Board of Trustees is scheduled to consider draft documents approving an application submitted by KZF Venture Group LLC (the “Applicant”) as the owner of the property commonly known as 2830 Highland Road (the “Subject Property”) for final plat approval of a proposed three-lot single family residential subdivision.

On May 21, 2024, the Plan Commission considered the rezoning and combined tentative and final plat request, including a request for the stormwater detention area to be allowed in an easement instead of an outlot. The Commission found the overall proposal to be acceptable. The members asked questions related to the stormwater detention area and the request to be in an easement versus an outlot. No written public comments were received prior to the public hearing, however, eight (8) members of the public spoke at the meeting. The comments received were primarily related to stormwater concerns and increase in density in the area.

The public hearing was subsequently closed and the Commission discussed the application. The majority of the Commission found the proposal to be acceptable with one member stating that two lots would be preferable and acceptable to him. The Plan Commission Chair briefly explained to the public the issues of stormwater and how any new construction in Northbrook has to comply with the strict stormwater detention regulations of the Village of Northbrook and the Metropolitan Water Reclamation District (MWRD), which is meant to improve the stormwater situation. Finally, the Plan Commission adopted, by a vote of 4-1 (two members absent), Resolution No. 24-PC-06 (see attached) recommending approval of the rezoning and combined tentative and final plat as presented. The staff report is attached but the meeting minutes are not available at this time.

On June 11, 2024, the Village Board is scheduled to consider the following approval documents:

- i. An Ordinance Rezoning the Property at 2830 Highland Road and Amending the District Zoning Map; and
- ii. A Resolution Approving a Subdivision Variation and Combined Tentative and Final Plat of Subdivision.

The Village Attorney has explained that given that there are seven (7) seated members of the Plan Commission currently, a vote of 4-1 (one member voting no and two absences), will be considered as a recommendation of approval, however since the vote was not unanimous, the application has been placed under the Planning & Economic Development portion of the Village Board agenda.

The Applicant and staff will attend the June 11, 2024 meeting in case there are any questions.

- [i - 2830 Highland - Draft Ordinance Rezoning.docx](#)
- [ii - 2830 Highland - Draft Resolution 3-Lot Subdivision.docx](#)
- [Exhibit A - 2830 Highland - Plat of Subdivision.pdf](#)
- [Exhibit B - 2830 Highland - Formal Application.pdf](#)
- [Exhibit C - 2830 Highland - Narrative & Plans.pdf](#)
- [Exhibit D - 2830 Highland - PC Resolution, Staff Report.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 Rezoning the Property at 2830 Highland Road and
Amending the District Zoning Map**

(2830 Highland Road)
(Plan Commission Docket No. PCD-24-05)

shall be and is hereby adopted as follows:

Section 1. BACKGROUND.

KZF Venture Group LLC ("**Applicant**") as the owner of the property commonly known as 2830 Highland Road, ("**Property**"), has filed an application requesting that the Property be rezoned.

The Property is currently zoned R-1 Single Family Residential District. The Applicant has requested an amendment to the District Zoning Map to rezone the Property from the R-1 Single Family Residential District to the R-5 Single Family Residential District ("**Amendment**").

The Property is designated as appropriate for Single Family land uses in the Village of Northbrook Comprehensive Plan (2010), as amended.

The President and Board of Trustees hereby find that it is in the best interest of the Village and the public to adopt the Amendment in accordance with the Zoning Code and pursuant to the Village's home rule powers.

Section 2. PUBLIC HEARING.

A public hearing to consider the Amendment was duly advertised on May 2, 2024 in the *Northbrook Star* and was held at the Plan Commission's regular meeting on May 21, 2024. On May 21, 2024 the Plan Commission formally adopted Resolution No. 24-PC-06 recommending approval of the Amendment.

Section 3. AMENDMENT TO THE DISTRICT ZONING MAP.

The District Zoning Map shall be, and is hereby, amended to rezone the Property, as legally described in **Exhibit A** and depicted in **Exhibit B**, attached to and by this reference made a part of this Ordinance, from the R-1 Single Family Residential District to the R-5 Single Family Residential District, in accordance with Section 11-601 of the Zoning Code and pursuant to the Village's home rule powers.

Section 4. EFFECTIVE DATE.

This Ordinance shall be effective upon passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law and publication in pamphlet form in the manner required by law.

PASSED: This __ day of _____, 2024.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

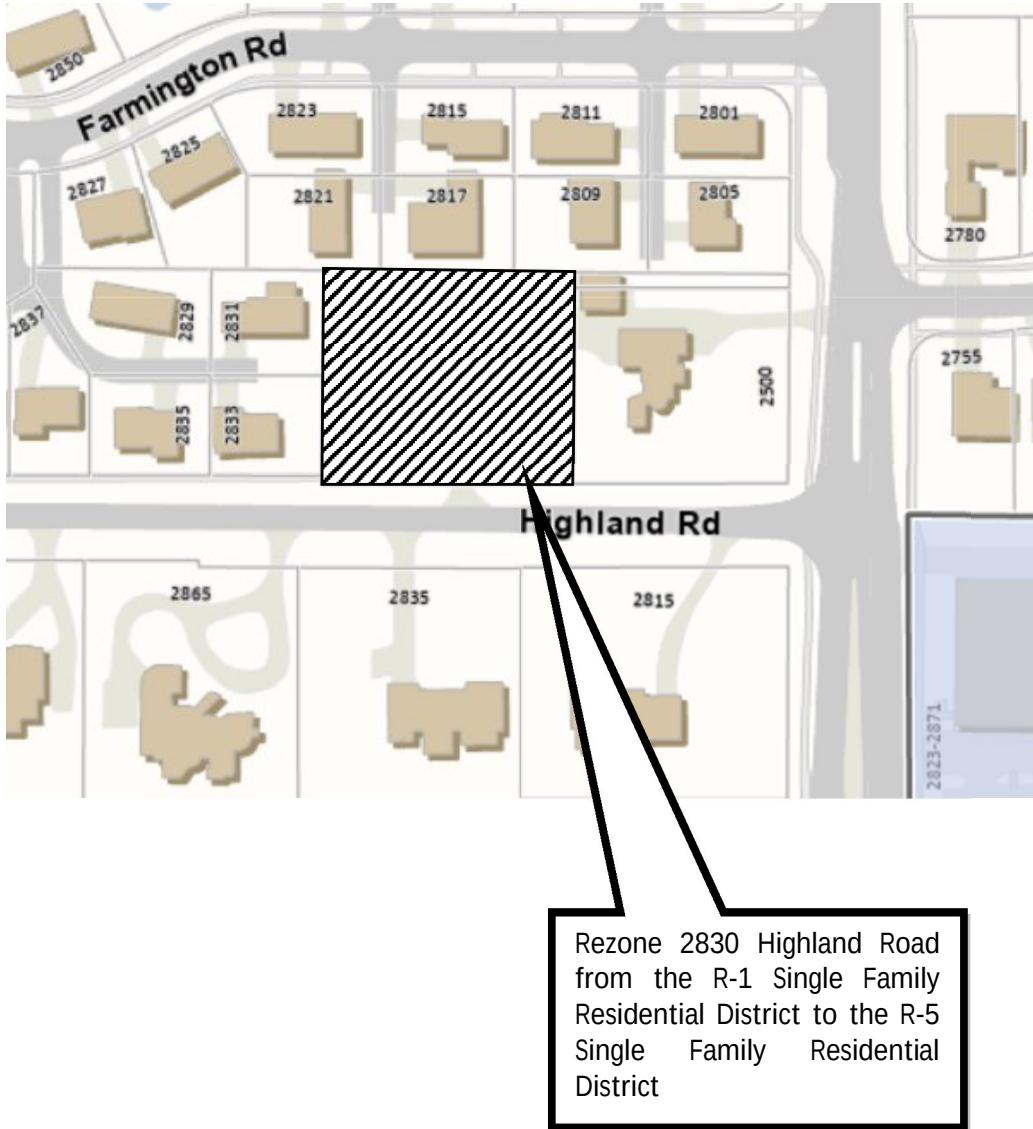
THE EAST 431.905 FEET OF THE SOUTH 198.84 FEET OF THE EAST 15 ACRES OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 230.74 FEET THEREOF

PERMANENT INDEX NUMBER: 04-20-200-046-0000

Commonly known as 2830 Highland Road, Northbrook, Illinois, 60062.

EXHIBIT B

DEPICTION OF REZONED PROPERTY



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 Subdivision Variation and Combined Tentative and Final Plat of Subdivision (2830 Highland Road) (Plan Commission Docket No. PCD-24-05)

is hereby adopted, as follows:

Section 1. Recitals.

KZF Venture Group LLC (“**Applicant**”) is the owner of the property commonly known as 2830 Highland Road (“**Subject Property**”). The Applicant proposes to subdivide the Subject Property into three parcels, to construct three new single family homes. The Applicant has requested relief under the Northbrook Subdivision and Development Code, as amended, (“**Subdivision Code**”) to grant a variation for stormwater detention in an easement instead of in an outlot and for the approval of a combined tentative and final plat of subdivision (“**Final Plat**”) for the Subject Property.

On May 21, 2024, the Plan Commission held a public hearing to consider Applicant’s request for approval of a subdivision variation and combined tentative and final plat of subdivision for the Subject Property. On May 21, 2024, the Plan Commission recommended approval of a variation of the Subdivision Code to allow stormwater detention in an easement instead of an outlot and the Combined Tentative and Final Plat of Subdivision in Resolution No. 2024-PC-06 (“**Requested Relief**”).

After being duly noticed and a public hearing conducted by the Northbrook Plan Commission, the President and the Board of Trustees adopted Ordinance No. 24-__ rezoning the Subject Property from the R-1 to the R-5 Single Family Residential District.

The President and Board of Trustees have considered the Applicant's Requested Relief and determined that it is in the best interests of the Village and the public to grant the Requested Relief.

Section 2. Approval of Subdivision Variation Granting Approval of Combined Tentative and Final Plat for the Subject Property.

A variation to allow for the approval of a combined tentative and final plat of subdivision for the Subject Property shall be, and is hereby, granted to the Applicant in accordance with and pursuant to Section 2-102 of the Subdivision Code and the home rule powers of the Village of Northbrook.

Section 3. Stormwater Detention Facility.

Subject to and contingent upon the conditions set forth in Section 4 of this Resolution, a variation of the requirement to locate a stormwater detention facility in an outlot, as required by Paragraph 4-104 C of the Northbrook Subdivision Code and allowing for the location of the storm water detention facility in an easement, is hereby approved.

Section 4. Approval, Execution, and Recordation of Plat of Subdivision.

A. Approval of Plat of Subdivision. That certain “Final Plat of Kogen Friedman Development Subdivision” prepared by David R. Bycroft, P.L.S., consisting of two (2) sheets, received on April 11, 2024 (“**Plat of Subdivision**”) shall be, and is hereby, approved.

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

C. Recordation. The Village Manager is hereby directed to record said Plat of Subdivision with the Cook County Clerk’s Office upon satisfactory completion of all administrative details relating thereto.

Section 5. Effective Date.

The approval of the Plat of Subdivision in Section 4 of this Resolution shall be, and are hereby, expressly conditioned upon the following:

- A. passage of this Resolution in the manner required by law;
- B. approval of the Final Engineering Plan by the Village Engineer.

ATTEST:

Village Clerk

Village President

OWNERS CERTIFICATE

State of Illinois }
County of Cook } ss.

This is to certify that Kogen Friedman Development is the owner of the property described hereon and that they have caused the said property to be surveyed and subdivided as shown hereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the title hereon indicated.

Dated this 29 day of May, A.D., 2024

Sunny Kogen Friedman
Owner

NOTARY CERTIFICATE

State of Illinois }
County of Cook } ss.

I, Irina Fialko, a notary public in and for said county in the state aforesaid, do hereby certify that Sunny Kogen Friedman is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed and delivered said instrument of his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of May, A.D., 2024

Irina Fialko
Notary Public

My commission expires on 07/23/24



PLAN COMMISSION

Approved by the plan commission of the Village of Northbrook, Cook County, Illinois, this _____ day of _____, 2024

Signed: _____
Chairman

VILLAGE PRESIDENT

Approved by the Board of Trustees of the Village of Northbrook, Cook County, Illinois, this _____ day of _____, 2024

Signed: _____
Village President

Attest: _____
Village Clerk

VILLAGE TREASURER

I do hereby certify that there are no deferred special assessments or unpaid current assessments due against the land included in the above plat.

Dated this _____ day of _____, 2024

Signed: _____
Village Treasurer

VILLAGE ENGINEER

State of Illinois }
County of Cook } ss.

This plat has been checked for conformance to the Village of Northbrook standards and requirements, and working drawing and specifications for improvements have been prepared in conformance with the Village standards and requirements, and engineering fees due to the Village of Northbrook have been paid.

Dated this _____ day of _____, 2024

Signed: _____
Village Engineer

SURFACE WATER DRAINAGE CERTIFICATE

State of Illinois }
County of Cook } ss.

We hereby certify that to the best of our knowledge and belief that adequate provisions have been made for the diversion and detention of surface waters into public areas or drains within the rights of the subdivider and that such surface water will not be deposited on adjacent land owners property in such concentration as may cause damage by erosion or sedimentation to such property because of construction of the subdivision.

By: Sunny Kogen Friedman Dated May 29 2024
Owner

By: Clifford Toberman Dated May 29th 2024
Clifford Toberman, Illinois Professional Engineer

COUNTY CLERK CERTIFICATE

State of Illinois }
County of Cook } ss.

I, _____ County Clerk of Cook County, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat.
I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my hand and seal at _____, Illinois this ____ day of _____, 2024

By: _____
County Clerk

Return Plat to:
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

This plat submitted for recording by: (name) _____
(address) _____

Send next tax bill to: (name) KZF Venture Group, LLC
(address) 1446 Techny Rd., Northbrook, IL 60062

RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREAS

1. THE AREAS OF THE PROPERTY ON EACH LOT DESIGNATED ON THIS PLAT AS "STORM WATER DETENTION AREA" SHALL BE CONTINUOUSLY MAINTAINED IN A FIRST RATE MANNER BY EACH LOT OWNER AND AN EASEMENT ON, UNDER AND ABOVE THE STORM WATER DETENTION AREA IS HEREBY GRANTED TO, AND FOR THE USE AND BENEFIT OF THE INDIVIDUAL LOT OWNERS IN THE SUBDIVISION FOR THE SOLE PURPOSE OF STORM WATER DETENTION AND DRAINAGE.

2. NO CHANGE SHALL BE MADE IN THE FINISHED GRADE OF THE LAND WITHIN EACH LOT'S STORM WATER DETENTION AREA AFTER COMPLETION AND APPROVAL, NOR SHALL ANY CONSTRUCTION OF ANY KIND WHATSOEVER BE ERRECTED OR PERMITTED TO EXIST WITHIN THE LOT'S STORM WATER DETENTION AREA THAT MIGHT MATERIALLY IMPEDE STORM WATER DRAINAGE THEREIN OR MATERIALLY REDUCE THE STORM WATER DETENTION CAPACITY THEREOF. TREES, SHRUBS, FENCES AND NORMAL LANDSCAPE PLANTING SHALL BE PERMITTED WITHIN AN INDIVIDUAL LOT'S STORM WATER DETENTION AREA ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE VILLAGE MANAGER OF THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS (THE "VILLAGE"). THE INDIVIDUAL PROPERTY OWNER SHALL MAINTAIN A GRASS COVER ON THE SURFACE OF THE STORM WATER DETENTION AREA AND SHALL KEEP SUCH GRASS IN A NEAT AND TRIMMED CONDITION.

3. IN THE EVENT THE VILLAGE DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT PRIOR MAINTENANCE OF AN INDIVIDUAL'S LOT STORM WATER DETENTION AREA IS NOT PERFORMED AT ANY TIME, THE VILLAGE, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE PROPERTY OWNER, MAY, BUT SHALL NOT BE OBLIGATED TO, ENTER UPON THE STORM WATER DETENTION AREA FOR THE PURPOSE OF PERFORMING MAINTENANCE WORK ON AND TO THE STORM WATER DETENTION AREA.

4. IN THE EVENT THAT THE VILLAGE SHALL CAUSE TO BE PERFORMED ANY WORK PURSUANT TO THESE PARAGRAPHS, THE VILLAGE SHALL HAVE THE RIGHT TO CHARGE THE INDIVIDUAL LOT OWNER AN AMOUNT SUFFICIENT TO DEFRAY THE ENTIRE COST OF SUCH WORK OR ACTION, INCLUDING ADMINISTRATIVE COSTS, EITHER BEFORE OR AFTER SUCH COST IS INCURRED. IF THE AMOUNT SO CHARGED IS NOT PAID BY THE INDIVIDUAL LOT OWNER WITHIN THIRTY (30) DAYS FOLLOWING A DEMAND IN WRITING BY THE VILLAGE FOR SUCH PAYMENT, SUCH CHARGE, TOGETHER WITH INTEREST AND COSTS OF COLLECTION, SHALL BECOME A LIEN UPON THE PROPERTY OWNER AND THE VILLAGE SHALL HAVE THE RIGHT TO COLLECT SUCH CHARGE, WITH INTEREST AND COSTS, AND TO ENFORCE SUCH LIEN AS IN FORECLOSURE PROCEEDINGS AS PERMITTED BY LAW.

5. NOTHING IN THESE PARAGRAPHS SHALL BE CONSTRUED TO CONSTITUTE A DEDICATION OF ANY PORTION OF A STORM WATER DETENTION AREA TO, OR AN ACCEPTANCE THEREOF BY, THE VILLAGE.

6. THE VILLAGE SHALL BE UNDER NO OBLIGATION TO EXERCISE THE RIGHTS GRANTED IN THESE PARAGRAPHS EXCEPT AS IT SHALL DETERMINE TO BE IN ITS BEST INTEREST. NO FAILURE TO EXERCISE AT ANY TIME ANY RIGHT HEREIN GRANTED TO THE VILLAGE SHALL BE CONSTRUED AS A WAIVER OF THAT OR ANY OTHER RIGHTS.

7. THESE COVENANTS SHALL RUN WITH THE LAND IN THE SUBDIVISION SHOWN ON THIS PLAT, AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS OF RECORD THEREIN, THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND GRANTEEES AND ALL PARTIES CLAIMING BY, THROUGH AND UNDER THEM. ENFORCEMENT OF THESE COVENANTS MAY BE SOUGHT BY THE OWNERS OF ANY LOTS OF RECORD IN THIS SUBDIVISION, ANY PERSON WITH AN INTEREST IN ANY OF SAID LOTS OF RECORD, OR THE VILLAGE OF NORTHBROOK BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION, TO COMPEL AFFIRMATIVE ACTION, OR TO RECOVER DAMAGES, AND AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THESE COVENANTS.

EASEMENT PROVISIONS

PERMANENT NON-EXCLUSIVE EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRONIC AND COMMUNICATION SERVICES, SOUNDS AND SIGNALS, CABLE TELEVISION, SANITARY SEWER, GAS MAINS, WATER SUPPLY, AND DISTRIBUTION, STREET LIGHTING, STORM SEWERS AND DRAINAGE SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

THE VILLAGE OF NORTHBROOK AND UTILITY COMPANIES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, CABLE TELEVISION, GAS MAINS, SANITARY SEWERS, WATERMAINS, STORM SEWERS AND DRAINAGE IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "U.E." (UTILITY EASEMENT), TOGETHER WITH PROPERTY DESIGNATED ON THE PLAT FOR STREET, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER AND UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER SAID DESIGNATED EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVISION PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE BUT NOT OVERHEAD.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID EASEMENTS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

RECORDER'S CERTIFICATE

State of Illinois }
County of Cook } ss.

This Instrument Number _____ was filled for record in the Recorder's Office of Cook County, Illinois,

this _____ day _____, 2024

By: _____
County Recorder

KOGEN FRIEDMAN DEVELOPMENT SUBDIVISION
SHEET NO. 2 OF 2



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 KZF Venture Group, LLC

Company _____
Address 1446 Techny Rd.

City, State, Zip Northbrook, IL 60062

Phone No. 847-559-1546

Email suzy@kogenfriedman.com

Consultants (as applicable)

Attorney

Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Civil Engineer

Name Cliff Toberman

Company Norman J. Toberman & Assoc.

Address 115 S. Wilke Rd Suite 301

City, State, Zip Arlington Heights, IL 60005

Phone No. 847-439-8225

Email cliff@toberman.us

Primary Contact Person

Name Suzy Kogen Friedman

Company KF Development

Address 1446 Techny Rd.

City, State, Zip Northbrook, IL 60062

Phone No. 847-922-8400 (Cell#)

Email suzy@kogenfriedman.com

Architect/Planner

Name Mark Kurensky

Company HKM Architects & Planners Inc

Address 43 South Vail Ave.

City, State, Zip Arlington Heights, IL 60005

Phone No. 847.392.9200

Email mkurensky@hkm-arch.com

Other

Name _____
Company _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Village of Northbrook

FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

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

Site Location/Address: 2830 Highland Rd., Northbrook, IL 60062

Property Index Numbers: 04-20-200-046-0000

Size of Property: 201.17'X198.84' (square feet/acres)

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

Comprehensive Plan Land Use Designation¹: single family residential

Current Zoning: R1 Incorporated

Current Use of the Property: Vacant Land

Is any portion of the property within the 100-year floodplain?¹ Yes: _____ No: X

Requested Action(s) *(check all that are applicable)*

- | | |
|--|--|
| ☐ Comprehensive Plan Amendment | ☐ Zoning Variation (in conjunction with other relief for _____) |
| ☐ Annexation <i>(separate form required)</i> | |
| ☒ Rezoning from <u>R1</u> to <u>R5</u> | ☐ Planned Development - Concept Plan |
| ☐ Special Permit for _____ | ☐ Planned Development - Final Plan |
| | ☐ Subdivision - Tentative Plat |
| | ☐ Subdivision - Final Plat |
| ☐ Renewal of Special Permit Ord. No. _____ | ☒ Subdivision - Variations/Waiver for _____ |
| ☐ Amendment to Existing Special Permit | 1. Detention an easement. 2. Combined tentative & final |
| Ord. No. _____ | plan approval. |
| ☐ Site Plan Approval | ☐ Exception for _____ |
| ☐ Zoning Code Text Amendment | ☐ 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: KZF Venture Group, LLC

Primary Contact: Suzy Kogen Friedman

Address 1446 Techny Rd.

City, State, Zip Northbrook, IL 60062

Phone No. 847-559-1546 ext. 330

Email suzy@kogenfriedman.com

Proposed Property Owner Information

Legal Name: THE SAME AS CURRENT

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) | ☐ Lease |
| ☐ Real Estate Contract | ☐ 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 | ☐ Planned Development Worksheet- Final Plan |
| ☐ Annexation Worksheet | ☐ Subdivision Worksheet – Tentative Plat |
| ☒ Rezoning Worksheet | ☒ Subdivision Worksheet - Final Plat |
| ☐ Special Permit Worksheet | ☒ Subdivision Worksheet - Variations/Waiver |
| ☐ Site Plan Approval Worksheet | ☐ Zoning Exception Worksheet |
| ☐ Zoning Code Text Amendment Worksheet | ☐ Condominium Conversion Worksheet |
| ☐ Zoning Variation Worksheet | ☐ Plat of Consolidation Worksheet |
| ☐ Planned Development Worksheet- Concept Plan | |

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

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.

\$ 1,300.00 Amount of Non-Refundable Fee
\$ 8,000.00 Amount of Escrow
\$ 9,300.00 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:** X
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
 yes X no (check one)

If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.
2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.
3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.
4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant: Suzy Kogen Friedman Date 02/20/2024
Print Name & Title: Suzy Kogen Friedman, Manager

Signatures of Property Owner(s): Suzy Kogen Friedman Date 02/20/2024
Print Name & Title: Suzy Kogen Friedman, Manager Property Address: 2830 Highland Rd., NBK 60062

****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.
☐ 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: Suzy Kogen Friedman

Address: 1446 Techny Rd
Northbrook, IL 60062

Ownership or Trust Interest: 50 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: Steve Friedman

Address: 1446 Techny Rd.
Northbrook, IL 60062

Ownership or Trust Interest: 50 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %



REZONING & ZONING MAP WORKSHEET

In addition to submitting the *Formal Application* form for a rezoning request, also known as a zoning map amendment, 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

- ☒ **Specify Current Zoning District(s):** R5 and R1
- ☒ **Specify Requested Zoning District(s):** R5
- ☒ **Statement of Justification**

A written statement of need for the requested rezoning and zoning map amendment is required. The statement of justification shall address the following factors as outlined in Subsection 11-301 E of the Zoning Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed rezoning is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

- a) The existing uses and zoning classifications of properties in the vicinity of the subject property.
R5 to the north and west; R1 to the south.
- b) The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present plan designation or zoning classification.
The property is vacant and has been for many years. It's prior use was a landscaping equipment site.
The proposed rezoning matches the single family zoning to the north and west of the property.
- c) The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.
The value will be greatly enhanced, replacing an existing vacant eye sore on the street with 3 new beautiful single family homes.
- d) The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.
The development of the site will increase safety by removing all current debris, the addition of landscaping & public improvement will benefit the surrounding neighbors.
- e) The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
The proposed rezoning and development will enhance the area aesthetically with the architecture

and landscaping on each lot.

- f) The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

The proposed development will be new market rate homes increasing the value of surrounding properties.

- g) The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

The new homes would positively impact the adjacent properties, adding value to the street.

- h) The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification.

The proposed development matches the zoning designed of the adjacent properties.

- i) The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

There is adequate ingress and egress to the property. There will be 3 separate driveways on Highland accessing each home. There would be minimal impact on traffic.

- j) The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present plan designation and zoning classification.

The existing utilities are located in close proximity to the proposed new homes.

- k) The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

The property has been in it's current vacant status for many years.

- l) The community need for the proposed map amendment and for the uses and development it would allow.

The development would allow 3 new families to reside in District 30 and enjoy the proximity to shopping and all the area offerings just off Highland Rd.



SUBDIVISION VARIATION WORKSHEET

In addition to submitting the *Plan Commission Application* form **for a subdivision variation**, the Applicant must include the following information with your application. A public hearing for a Subdivision Variation 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:** Our requested variation is as follows:

1. Allow detention in easement in each individual lot vs an outlet.
2. Combine the process of tentative plan and final plat approval.

☐ **Statement of Justification**

Every application filed pursuant to Article III of the Subdivision Code shall provide a statement of how the variation sought would satisfy the standards set forth in Section 2-102:A. of this Code. The staff, Board of Trustees, and Plan Commission, 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.

1. The requested variation is in keeping with the overall purpose and intent of the Subdivision and Development Code.
Our requested variation is in keeping with all codes. We will follow all zoning and planning codes, maintain F.A.R. and all required setbacks & heights. We will work closely with engineering department to contain all of our storm water.
2. The granting of the variation will not be to the detriment of adjacent properties.
The granting of the variation will not be a detriment to the adjacent properties. They will maintain a R-5 zoning code, of which is currently adjacent.
3. The granting of the variation will not be contrary to the public health, safety and general welfare.
The granting of the variation will not be contrary to public health safety and general welfare. The use will remain single family as it is currently.
4. The situation of the applicant is not of a general or recurring nature for similarly situated properties within the Village or its jurisdiction.
These are procedural variations that the Code allows for smaller subdivisions in the Village.

OVER →

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
-



FINAL PLAT APPROVAL WORKSHEET

In addition to submitting the *Formal Application* form for a final plat application, the Applicant must include the following information with your application. **An application for final plat approval cannot be submitted until final engineering plans for the proposed subdivision have been approved by the Village Engineer.** A final plat cannot be reviewed by the Village unless and until a complete application has been filed. All of the required application materials must be submitted to the Department of Development and 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

- ☐ **Final Plat of Subdivision**
Per the standards as set out in Section 3-103 (B) of the Village of Northbrook Subdivision & Development Code.
- ☐ **Legal Descriptions**
Legal descriptions for all lots involved in consolidation must be provided on the plat.
- ☐ **Title Insurance Policy**
Provide title insurance policy or documents showing any relevant easement, covenant or other deed.
- ☐ **Title Policy Report**
Provide current title policy report, or deed and title search.
- ☐ **Accompanying Certifications**
Per the Section 3-103 (C) of the Village of Northbrook Subdivision & Development Code.
- ☐ **Other Notations: Dedications and Restrictions**
Statements concerning the dedication of land or granting of easements, as shown on the plat, and any restrictions related thereto.
- ☐ **Copy of Approved Tentative Plat**
- ☐ **Copy of Approved Final Engineering Plans**
- ☐ **Proposed Covenants and/or Association Documents**

Minor Subdivisions

Applications for minor subdivisions, involving no new public improvements, shall include all information required for final subdivision plats except that a copy of the approved tentative plat is not required.

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

- Department of Development & Planning Services
 - Fire
 - Police
 - Public Works and Engineering
 - Village Attorney
-

WARRANTY DEED

AFTER RECORDING MAIL TO:

Ruchim B Hudson, PC.
3000 Dundee Rd, Suite 415
Northbrook, IL 60062

MAIL REAL ESTATE TAX BILL TO:

KZF Venture Group, LLC

1446 Techny Rd
Northbrook, IL 60062

Doc#: 2334233125 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/08/2023 10:20 AM Pg: 1 of 3

Dec ID 20231101671516
ST/CO Stamp 0-324-796-368 ST Tax \$415.00 CO Tax \$207.50

(Reserved for Recordors Use Only)

THE GRANTORS: John DiTomaso and Kathleen DiTomaso, husband and wife, of 2830 Highland Rd., Northbrook, IL 60062, for and in consideration of TEN AND 00/100THS (\$10.00) DOLLARS and other good and valuable consideration in hand paid, CONVEY AND WARRANT to **KZF Venture Group, LLC**, an Illinois limited liability company, created and existing under and by virtue of the laws of Illinois and duly authorized to transact business in the State of Illinois, to have and to hold, the following described Real Estate, situated in the County of Cook, in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

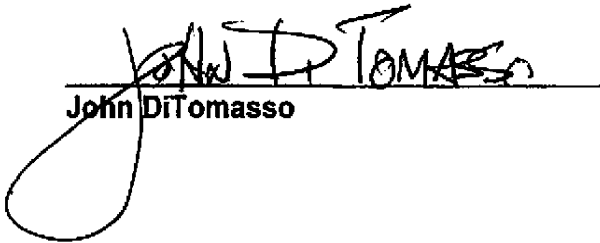
Commonly known as: 2830 Highland Rd., Northbrook, IL 60062
PIN: 04-20-200-046-0000

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate; and general real estate taxes not due and payable at the time of closing.

CT 236ND924 007 NB
(11)

DATED this 30th day of November, 2023.


 John DiTomaso


 Kathleen DiTomaso

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

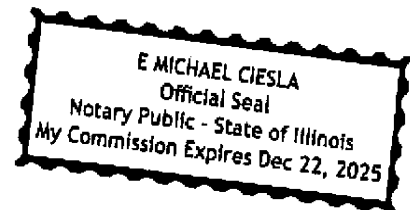
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **John DiTomaso and Kathleen DiTomaso**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and individually acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 30th day of November, 2023.


 Notary Public

NAME AND ADDRESS OF PREPARER:

Michael Ciesla
 Attorney at Law
 1363 Shermer Rd., Suite 200
 Northbrook, IL 60062



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

23GND924007NB
Revision 2

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. 23GND924007NB
REVISION 2****Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 500 Skokie Boulevard, Suite 290 Northbrook, IL 60062 Main Phone: (847)509-3322 Email: ctnorthbrook@ctt.com	Chicago Title and Trust Company 500 Skokie Boulevard, Suite 290 Northbrook, IL 60062 Main Phone: (847)509-3322 Main Fax: (847)509-9886

Issued By: Ciesla Law Firm
1363 Shermer Rd, Ste 200
Northbrook, IL 60062

Order Number: 23GND924007NB

Property Ref.: 2830 Highland Rd, Northbrook, IL 60062

SCHEDULE A

1. Commitment Date: November 1, 2023
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: KZF Venture Group, LLC, an Illinois limited liability company
Proposed Policy Amount: \$414,700.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
John DiTomasso and Kathleen DiTomasso, in joint tenancy
5. The Land is described as follows:

THE EAST 431.905 FEET OF THE SOUTH 198.84 FEET OF THE EAST 15 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 230.74 FEET THEREOF

END OF SCHEDULE A

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company may pay current year Cook County taxes when furnished an original tax bill at or before the time the Company is requested to make payments. If an original tax bill is not furnished, the Company will pay current taxes via ACH payment, which results in an additional \$8.00 duplicate tax bill fee payable to Cook County and collected from the taxpayer at closing.
10. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in Cook County in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed Company or ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
11. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

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ALTA Commitment for Title Insurance (08/01/2016)

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

12.

The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

END OF SCHEDULE B, PART I

Title Insurance Agent:

Ciesla Law Firm
1363 Shermer Rd, Ste 200
Northbrook, IL 60062
Phone: (847)412-1988
Fax:



Authorized Signatory

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

N

8.

1. Taxes for the year(s) 2022 and 2023
2023 taxes are not yet due or payable.

- 1A. Note: 2022 first installment was due April 3, 2023
Note: 2022 final installment is due December 1, 2023

Perm tax#	Pcl	Year	1st Inst	Stat	2nd Inst	Stat
04-20-200-046-0000		1 of 1	2022	\$4,039.12	Paid	\$9,048.30
						Paid

9.

- The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE B, PART II
EXCEPTIONS
(continued)

the requested evidence.

10. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: KZF Venture Group, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

K 12. Terms and provisions of Village of Northbrook Annexation Agreement as disclosed by Ordinance 2023-29 recorded June 1, 2023 as Document No. 2315257025.

Affects 2830 Highland Road, Northbrook, IL

E 13. 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.

F 14. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.

G 15. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

H 16. Rights of the public and the State of Illinois in and to the West 17 feet of the East 50 feet of the land as

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

dedicated for highway purposes on "Row plat of easement of Pfingsten Road" recorded February 16, 1933 as document 11200343.

- I 17. Rights of the public and the State of Illinois in and to the South 27 feet of the land as dedicated for public highway by plat dated October 4, 1951 and recorded December 7, 1951 as document 15233129.
- J 18. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we 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 that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization 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 nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

AN	Street name	City	State	ZIP code	PIN	Property Owner	Mailing address
1	2835 Farmington Rd	Northbrook	IL	60062	04-20-207-014-0000	Han Chonok	same as street
2	2871 Pflingsten Rd	Northbrook	IL	60062	04-21-110-024-0000	Walgreens Co	PO Box 1159, Deerfield, IL 60015
3	2809 Farmington Rd	Northbrook	IL	60062	04-20-207-003-0000	Sean A. Cradick	same as street
4	2827 Farmington Rd	Northbrook	IL	60062	04-20-207-010-0000	Nathan B. Kohn	same as street
5	2780 Prince St	Northbrook	IL	60062	04-21-100-036-0000	Charles C. Lee	same as street
6	2885 Highland Rd	Northbrook	IL	60062	04-20-200-035-0000	Michael Tsinman	same as street
7	2829 Farmington Rd	Northbrook	IL	60062	04-20-207-011-0000	Joyce I Taxe	same as street
8	2817 Farmington Rd	Northbrook	IL	60062	04-20-207-006-0000	Michael B Brown	same as street
9	2821 Farmington Rd	Northbrook	IL	60062	04-20-207-007-0000	Phyllis Shaw	1008 Elmdale Rd., Glenview IL 60025
10	2831 Farmington Rd	Northbrook	IL	60062	04-20-207-012-0000	Jay & Liz Kim	same as street
11	2802 Farmington Rd	Northbrook	IL	60062	04-20-208-017-0000	Paul Cho	same as street
12	2801 Farmington Rd	Northbrook	IL	60062	04-20-207-001-0000	Tian & Chen	1931 Cypress Ln, Northbrook, IL 60062
13	2823 Farmington Rd	Northbrook	IL	60062	04-20-207-008-0000	Xiaodi Tan	same as street
14	2812 Farmington Rd	Northbrook	IL	60062	04-20-208-013-0000	Michael Menyhart	same as street
15	2853 Farmington Rd	Northbrook	IL	60062	04-20-207-023-0000	Mikhail Maltzman	same as street
16	2755 Prince St	Northbrook	IL	60062	04-21-110-009-0000	Andok Barseghyan	same as street
17	2811 Farmington Rd	Northbrook	IL	60062	04-20-207-004-0000	Nicholas Anthony Sarro	same as street
18	2865 Highland Rd	Northbrook	IL	60062	04-20-200-036-0000	Marianne Rosen	same as street
19	2822 Farmington Rd	Northbrook	IL	60062	04-20-208-008-0000	Joanna E McGowan	same as street
20	2808 Farmington Rd	Northbrook	IL	60062	04-20-208-014-0000	Meng Guo	same as street
21	2830 Highland Rd	Northbrook	IL	60062	04-20-200-046-0000	KZF Venture Group, LLC	1446 Techny Rd., Northbrook, IL 60062
22	2824 Farmington Rd	Northbrook	IL	60062	04-20-208-007-0000	Patricia M. Riedle	same as street
23	2816 Farmington Rd	Northbrook	IL	60062	04-20-208-011-0000	Maria & Paul Redmann	same as street
24	2837 Farmington Rd	Northbrook	IL	60062	04-20-207-015-0000	Randy Bobula	same as street
25	2800 Farmington Rd	Northbrook	IL	60062	04-20-208-018-0000	Matthew J. Smith	same as street
26	2825 Farmington Rd	Northbrook	IL	60062	04-20-207-009-0000	Craig and Pamela Katz	same as street
27	2814 Farmington Rd	Northbrook	IL	60062	04-20-208-012-0000	Byung Kook	same as street
28	2815 Highland Rd	Northbrook	IL	60062	04-20-200-031-0000	Chicago Title Land Trust	same as street
29	2839 Farmington Rd	Northbrook	IL	60062	04-20-207-016-0000	John F. Cavanaugh	same as street
30	2815 Farmington Rd	Northbrook	IL	60062	04-20-207-005-0000	Matthew Masinter	same as street
31	2745 Prince St	Northbrook	IL	60062	04-21-110-010-0000	Jian Fang	same as street
32	2500 Pflingsten Rd	Northbrook	IL	60062	04-20-200-007-0000	Michael Hart	same as street
33	2835 Highland Rd	Northbrook	IL	60062	04-20-200-037-0000	Magic Holding	2616 Prince, Northbrook, IL 60062
34	2770 Prince St	Northbrook	IL	60062	04-21-100-037-0000	Kyung Soon Kim	same as street
35	2833 Farmington Rd	Northbrook	IL	60062	04-20-207-013-0000	Michael & Ann Furby	same as street
36	2805 Farmington Rd	Northbrook	IL	60062	04-20-207-002-0000	Mack	same as street
37	2850 Farmington Rd	Northbrook	IL	60062	04-20-208-006-0000	Arun Aggarwal	same as street

OPERATING AGREEMENT
KZF VENTURE GROUP, L.L.C.

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into this 14th day of February, 2001, between the following person (referred to herein as a "Member"):

KZF HOLDINGS, L.L.C.

and the following person (referred to herein as the "Manager"):

KZF HOLDINGS, L.L.C.

WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing and operating a limited liability company under the laws of the State of Illinois (the "State").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

ARTICLE 1
Formation of Company

1.1 Statutory Authority. The parties hereby agree to form and operate a limited liability company (the "Company") under and pursuant to the provisions of the Limited Liability Company Act from time to time in force in the State (the "Act"). Except as otherwise expressly provided in this Agreement, the rights and obligations of the Company, its Member and the Manager shall be governed by the Act.

1.2 Filings. The Manager shall file or shall cause to be executed and filed Articles of Organization or a Certification of Formation conforming to the requirements of the Act in the Office of the Secretary of State and the Manager shall make or cause to be made such other filings and recordings and it shall do or cause to be done such other acts and things conforming thereto as shall constitute compliance with all requirements for the formation of a limited liability company under the Act and the laws of such other states in which the Company elects to do business.

ARTICLE 2

Name

The name of the Company shall be the name set forth in the heading of this Agreement. The affairs of the Company shall be conducted under the Company name or such other name as the Manager may select in accordance with the Act. The Manager shall execute and file with the proper offices any and all certificates required by the fictitious name or assumed name statutes of the states in which the Company elects to do business. The Company shall have the exclusive ownership of and right to use the Company name and any other name under which the Company shall elect to conduct its affairs as long as the Company continues.

ARTICLE 3

Purpose of the Company

The purpose of the Company is to engage in any and all lawful businesses, make any and all lawful investments and undertake such other activities related or incidental thereto as the Manager may determine is in the interests of the Company.

ARTICLE 4

Offices, Records and Agents

4.1 Principal Office of the Company. The principal office of the Company shall be located at such place within or outside the State as the Manager may from time to time designate. The Company may have secondary offices at such other place or places as the Manager may from time to time designate.

4.2 Records to be Maintained. The Manager shall at all times during the continuance of the Company keep at the Company's principal office such records and information as the Company may be required to maintain in accordance with the Act.

4.3 Registered Office and Registered Agent. The Manager shall designate a registered office and a registered agent for service of process in accordance with the Act. The Manager may from time to time in accordance with the Act change the Company's registered office and/or registered agent. The Manager shall select and designate a registered office and registered agent for the Company in each other state in which the Company is required to maintain or appoint one.

ARTICLE 5

Term of Existence and Termination of the Company

5.1 Term of the Company. The Company shall commence upon the filing of the Articles of Organization of the Company with the Office of the Secretary of State and shall continue in perpetuity, unless sooner terminated in accordance with Section 5.2, below.

5.2 Termination. The Company shall terminate prior to the time set forth in Section 5.1 upon notice by either the Manager or the Member to the other; provided, however, that this Agreement generally and Article 12 in particular shall govern the conduct of the parties during the winding up of the Company.

ARTICLE 6
Contributions to Capital

6.1 Capital Contributions. The Member shall contemporaneously with the execution of this Agreement contribute to the capital of the Company the amount of money or property set forth or described under the heading "Capital Contribution" opposite the Member's signature hereto.

6.2 Additional Capital Contributions. The Member may at any time or from time to time make such additional capital contributions to the Company as the Member may see fit to make. Except as set forth in this Section 6.2 or as required by the Act, the Member shall not be assessed for additional capital contributions.

ARTICLE 7
Allocations and Distributions

7.1 Books of Account. (a) *Maintenance of Books of Account.* At all times during the continuance of the Company the Manager shall cause proper and true books of account to be maintained in conformity with sound accounting principles consistently applied wherein there shall be entered particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the Company's activities, and all of such other transactions, matters and things relating to the Company as are usually entered in books of account kept by persons engaged in activities of a like kind and character.

(b) *Financial Statements.* The Company's books of account shall be closed as soon as practicable after the close of each calendar year (which shall be the Company's "Fiscal Year") and, in the discretion of the Manager, an annual compilation, review or audit shall be performed at the expense of the Company by an accountant selected by the Manager. A written report shall thereafter be provided to the Member containing the financial statements prepared by the accountant.

(c) *No Tax Returns.* While all of the interests in the Company are owned by a single Member, the Company shall for income tax purposes be disregarded as an entity separate and distinct from its single Member pursuant to the authority of the Treasury Regulations Section 301.7701-3(b)(1)(ii) and any comparable rule or regulation under applicable tax laws; provided, however, that the parties hereto do not intend that the Company will be disregarded as an entity separate from its single Member for purposes of any other law or circumstance, and the Manager and the single Member shall at all times deal with third parties in the name of the Company and they shall comply with all of the provisions of this Agreement.

7.2 Distributions of Cash Flow. (a) Cash flow shall be distributed to the Member according in such amounts and at such times as the Manager shall determine in its discretion.

(b) *Restrictions on Distributions.* Notwithstanding the distributions contemplated by this Section, if the Company has creditors, no distribution may be made if, after giving effect to such distribution, either (i) the Company would be unable to pay its debts as they become due in the usual course of business or (ii) the net assets of the Company would be less than zero.

ARTICLE 8

Rights, Duties, Liabilities and
Restrictions of the Manager

8.1 Managers. (a) *Generally.* As further set forth in this Agreement, the Company shall be managed by the Manager.

(b) *Number.* There shall be one Manager of the Company.

(c) *Election; Removal; Replacement.* The Member hereby elects the person identified on the first page of this Agreement as the initial Manager of the Company. The Member shall have the authority at any time and from time to time to (i) remove a Manager from office and (ii) appoint a new Manager whenever there is a vacancy in the office of Manager.

8.2 Authority of Manager. (a) *Exclusive Right to Manage.* Except as otherwise provided herein, the Manager shall have the sole and exclusive right and authority to manage, control and conduct the affairs of the Company. The Manager shall make all decisions affecting the affairs and business of the Company and shall carry out the purposes of the Company as set forth herein.

(b) *Power and Authority.* Without limiting the generality of the foregoing, and consistent with the purposes of the Company, the Manager shall have the power and authority to acquire assets; purchase goods and services; sell, exchange, lease, license or otherwise deal in or with any and all assets of the Company; borrow funds to finance the Company's activities and in connection with such borrowing, to mortgage, hypothecate, pledge, lien or otherwise encumber the revenues and assets of the Company; to enter into any contract or agreement or amend or cancel the same; and to invest and reinvest any funds or other assets of the Company -- all as incident to or necessary for the operations of the Company. Without limitation of the foregoing, and for the avoidance of any doubt, it is explicitly declared that the Manager has the absolute authority to sell, exchange or otherwise dispose of all or substantially all of the Company's assets, including in a transaction that is not in the ordinary course of business.

(c) *No Duty to Inquire.* Nothing herein contained shall impose any obligation on any person or firm doing business with the Company to inquire as to whether or not a Manager has exceeded its power and authority in executing any contract, lease, mortgage, security agreement, deed or other instrument on behalf of the Company, and any such third person shall be fully protected in relying upon such authority.

(d) *Proscriptions.* Without the written consent or ratification of the Member, the Manager shall have no authority to expend or use Company money or property other than on the account and for the benefit of the Company or to pledge any of the Company's credit or property for other than Company purposes.

8.3 Bank Accounts. Pending any expenditure or long-term investment, all funds of the Company shall be deposited in the Company name in such bank account or accounts as shall be designated by the Manager from time to time. All withdrawals therefrom shall be made upon the signature of such person or persons as the Manager may designate.

8.4 Compensation of Manager. During the term of the Company, the Manager shall not be entitled to any fees or other remunerations for its services as Manager of the Company.

8.5 Expenditures by Manager. The Company shall reimburse the Manager for any costs that may be properly expended by the Manager on behalf of the Company made out of funds other than those of the Company.

8.6 Liability of Manager. The Manager (which for purposes of this Section 8.6 and Section 8.7 shall include its partners, officers, directors, shareholders, members, managers, employees, agents and affiliates) shall not be liable to a Member or the Company for honest mistakes of judgment, or for action or inaction, taken reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Company, or for losses due to such mistakes, action or inaction, or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company, provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care. The Manager may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. The Member shall look solely to the assets of the Company for the return of their capital and, if the assets of the Company remaining after payment or discharge of the debts and liabilities of the Company are insufficient to return such capital, they shall have no recourse against the Manager for such purpose. Notwithstanding any of the foregoing to the contrary, the provisions of this Section shall not be construed to relieve (or attempt to relieve) any person of any liability by reason of gross negligence, recklessness or intentional wrongdoing or to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section to the fullest extent permitted by law.

8.7 Indemnification. (a) *Indemnification for Actions.* The Company shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the Company), whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a manager, member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that the person's conduct was unlawful.

(b) *Indemnification for Actions By or in the Right of the Company.* The Company shall indemnify every person who was or is a party, or is threatened to be made a party, to any threatened,

pending or completed action or suit, by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was a manager, member, officer, employee or agent of the Company, or is or was serving at the request of the limited liability company as a director, officer, manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney' fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Company, unless, and only to the extent that, the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for those expenses as the court shall deem proper.

(c) *Expenses.* To the extent that a manager, officer, employee or agent of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in paragraph (a) or (b), above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by the person in connection therewith.

(d) *Determination.* Any indemnification under paragraphs (a) and (b), above (unless ordered by a court), shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the director, officer, manager, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in either paragraph (a) or (b), above. The determination shall be made (i) by the Manager, excluding any Manager who is a party to the action, suit or proceeding; or (ii) by independent legal counsel in a written opinion, at the discretion of the Manager, excluding any Manager who is a party to the action, suit or proceeding, or (iii) by Member holding a majority of the Percentage Interests.

(e) *Payment in Advance.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of the action, suit or proceeding, as authorized by the Manager or Member in the specific case, as provided in paragraph (d), above, upon receipt of an undertaking by or on behalf of the director, officer, manager, employee or agent to repay that amount, unless it shall ultimately be determined that the person is entitled to be indemnified by the limited liability company as authorized in this Section 8.7.

(f) *Indemnification Not Exclusive.* The indemnification provided by this Section 8.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Company's Articles of Organization or Certificate of Formation, or any agreement, vote of Member or disinterested managers, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, manager, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

(g) *Insurance.* The Company may purchase and maintain insurance on behalf of any person who is or was a manager, officer, employee or agent of the Company, or who is or was serving at the request of the Company as a director, officer, manager, employee or agent of another

limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in any capacity, or arising out of the person's status as such, whether or not the Company would have the power to indemnify the person against the liability under the provisions of this Section 8.7.

(h) *Report to Member.* If the Company has paid indemnity or has advanced expenses to a manager, officer, director, employee or agent, the Company shall promptly report the indemnification or advance in writing to the Member.

(i) *Definitions.* For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a manager, employee or agent of the Company that imposes duties on, or involves services by the manager, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner the person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section 8.7.

8.8 Officers of the Company. The Manager may from time to time appoint one or more persons to serve as officers of the Company, in such capacities and with such delegated rights and powers as the Manager may approve; provided, however, that no such officer shall have any different or greater rights and powers than the Manager has under this Agreement. Officers appointed by the Manager shall be entitled to be indemnified by the Company in accordance with Section 8.7.

ARTICLE 9 Membership

9.1 Rights and Obligations of the Member. Except as otherwise provided in this Agreement to the contrary, the Member shall take no part in the control or management of the affairs of the Company, nor shall the Member have any authority to act for or on behalf of the Company or to sign for or bind the Company.

9.2 Voting Rights. Should this Agreement expressly provide that any matter be put to the Member for approval, the Member's approval shall be obtained in writing.

9.3 Liability. The Member shall not be personally liable for any of the debts of the Company or any of the losses thereof beyond the amount contributed or required to be contributed by it to the Company under this Agreement and as otherwise specified in the Act.

9.4 Expenditures of Member. In the discretion of the Manager, the Company shall reimburse the Member for any costs that may be properly expended by it on behalf of the Company made out of funds other than those of the Company.

9.5 Trustee Liability. (a) *Actions as Trustees.* When the Member is a trust, the execution of this Agreement by the Member shall be by its trustee, not individually, but solely as trustee in the exercise and under the power of authority conferred upon and vested in such trustee, and it is

expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the part of any such trustee personally to pay any amounts required to be paid hereunder, or to perform any covenant, either express or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto by their execution hereof. When the Member is a trust, the liability of the Member to the Company or to any third person shall be only that of such trust to the full extent of its trust estate and shall not be a personal liability of any trustee, grantor or beneficiary thereof.

(b) *Successor Trustee.* Any successor trustee or trustees of the Member trust shall be entitled to exercise the same rights and privileges and be subject to the same duties and obligations as its predecessor trustee. As used in this Agreement, the term "trustee" shall include any or all such successor trustees.

(c) *Termination of Trust.* The termination of the Member trust shall not terminate the Company. Upon the allocation or distribution of all or any portion of the Company interest of a Member trust pursuant to the exercise of any power of appointment, or otherwise, to a beneficiary of such trust or to another person or persons or to another trust or trusts, whether or not such distribution shall terminate such distributing trust, each such distributee shall be entitled to be admitted to the Company as a Member to the extent of the proportionate share of the Company interest distributed to it, subject to the terms of this Agreement, including, without limitation, the restrictions contained in Article 10.

ARTICLE 10

Admission of Additional Members; Assignment Provisions

10.1 Additional Members. (a) *Additional Members.* The Manager may admit one or more additional Members in its discretion on such terms as the Manager shall deem reasonable and fair.

(b) *Amendment and Restatement of this Agreement.* Coincident with the admission of an additional Member, this Agreement shall be amended and restated in its entirety to reflect the rights, privileges, obligations and economic interests of the several Members.

10.2 General Provisions. The following rules shall apply to transfers of Company interests and the admission of additional persons to the Company:

(a) *Procedure for Admission.* No person shall be admitted as a transferee or additional Member hereunder unless and until (i) in the case of an assignment of an interest in the Company permitted hereby, the assignment is made in writing, signed by the assignor and accepted in writing by the assignee, and a duplicate original of the assignment is delivered to and accepted by the Manager, and (ii) the prospective admittee executes and delivers to the Company the amended and restated operating agreement contemplated by Section 10.1(b), above.

(b) *Binding Effect.* Any person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all terms, conditions and obligations hereof to which its predecessor in interest, if any, was subject or bound, without regard to whether such person has executed a counterpart hereof or any other document contemplated hereby. No person, including

the legal representatives, heirs or legatees of a deceased Member, shall have any rights or obligations greater than those set forth herein and no person shall acquire an interest in the Company or become a Member except as permitted hereby.

(c) *Actions Prior to Compliance with Procedures.* The Company and the Manager shall be entitled to treat the assignor of the assigned interest as the absolute owner thereof in all respects and shall incur no liability for distributions made in good faith to such assignor prior to such time as the documents specified in paragraph (a), above, have been delivered to and accepted by the Manager.

(d) *Consent of Member.* Each Member hereby consents to the substitution of any assignee of a Member's interest or the admission of any additional person as a Member as approved by the Manager.

(e) *Costs.* The costs incurred by the Company in processing an assignment (including attorney's fees) shall be borne by the assignee, and shall be payable prior to and as a condition of admission to the Company.

10.3 Transfers by the Manager Prohibited. The Manager's interest in the Company is that of an agent of the Company and is not susceptible of being sold, assigned, pledged, mortgaged or otherwise disposed of or transferred. Insofar as the Manager may also be the Member, Section 10.4 shall govern the transfer of the Manager's membership interest.

10.4 Transfers by Member. (a) *Continuation of Company Upon Certain Events.* The death, disability, court declaration of incompetence, bankruptcy, dissolution, liquidation or other dissociation of a Member shall not dissolve the Company, but it shall be continued with the successor or legal representative of the Member; such successor or legal representative shall, to the extent of the interest acquired, be entitled only to the predecessor Member's rights, if any, in the capital, profits and losses and distributions of the Company, and no such person shall have any right to participate in the management of the affairs of the Company or vote on any Company matter without the written consent of the Manager.

(b) *Restrictions of Transfer.* In addition to the general restrictions set forth herein, no Member shall sell, exchange, pledge, mortgage, hypothecate or otherwise transfer or encumber its interest in the Company without the prior written consent of the Manager. Any such transfer or encumbrance shall be void from inception and of no force or effect whatsoever.

(c) *Permitted Transferees.* Notwithstanding anything to the contrary contained herein, the Member shall be entitled to transfer all or any part of the Member's interest (i) to such Member's spouse; (ii) to a lineal descendant or ancestor of such Member or a spouse of any of the foregoing; (iii) to a trust established for the benefit of the Member or any person described in clauses (i) or (ii), above; (iv) to any entity wholly-owned and controlled by the Member or any person described in clauses (i), (ii) or (iii), above; or (v) to any other Member, and such permitted transferee shall succeed to all of the rights of the predecessor Member in the capital, profits and losses and distributions of the Company, and to participate in the management of the affairs of the Company and vote on any Company matter.

10.5 "Bring-Along" Rights. In the event that the Manager proposes to enter into one or more agreements to sell to any persons or persons (referred to herein collectively as the "purchaser") all or substantially all of the membership interests in the Company in a single transaction or related series of transactions in lieu of a sale of all or a substantial part of the assets of the Company, the Member hereby agrees to sell its interest in the Company to the purchaser on the terms set forth in such agreements. The Manager is hereby granted by the Member a power of attorney, coupled with an interest, to execute in the name of the Member any and all agreements, contracts, documents and other instruments (including instruments of assignment) which the Manager deems necessary or useful in order to consummate the transactions aforesaid. Said instruments shall be deemed to have been executed on behalf of the Member as if signed by the Member itself. The costs associated with the sale shall borne by the Member.

ARTICLE 11

Resignations and Withdrawals

The Member shall not be entitled to withdraw or resign from the Company, except pursuant to the terms of this Agreement. The Member shall not be entitled to receive any money or property from the Company except (a) by way of distributions upon the winding up of the Company pursuant to Article 12, (b) by way of distributions of cash flow as provided pursuant to Section 7.2, (c) in respect of any bona fide loans to the Company then due and owing and (d) as expressly provided elsewhere in this Agreement.

ARTICLE 12

Winding Up

12.1 Liquidation Procedures. Upon termination of the Company pursuant to Article 5, the affairs of the Company shall be wound up and the Company shall be dissolved. As part of the winding up of the Company, a proper accounting shall be made of the net profit or net loss of the Company from the date of the last previous accounting to the date of termination.

12.2 Liquidating Trustee. Upon the winding up of the Company business for any reason, the Manager shall act as "Liquidating Trustee" or shall elect a Liquidating Trustee. If the Manager has been removed, has withdrawn or is unwilling or unable to act as or elect a Liquidating Trustee, the Member shall act as or elect a Liquidating Trustee. The Liquidating Trustee shall have full power to sell, assign and encumber Company assets. All certificates or notices required by law shall be filed on behalf of the Company by the Liquidating Trustee.

12.3 Distribution on Winding Up. In the event of the winding up of the Company for any reason, the proceeds of liquidation shall be applied by the end of the Fiscal Year in which the liquidation occurs or, if later, within 90 days after the date of such liquidation, in the following rank and order:

(a) *Creditors.* To the creditors of the Company, including the Member if a creditor, in satisfaction of liabilities of the Company, all in the order of priority and to the extent provided by law.

(b) *Member.* To the Member.

12.4 Liquidating Trust. In the discretion of the Liquidating Trustee, a pro rata portion of the distributions that would otherwise be made to the Member pursuant to Section 12.3 may be distributed to a trust established for the benefit of the Member for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Member from time to time in the reasonable discretion of the Liquidating Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Member pursuant to this Agreement.

12.5 Distributions In Kind. The Liquidating Trustee may in its discretion make a distribution of Company property in kind, subject to such reasonable conditions and restrictions as are necessary or advisable in order to preserve the value of the assets distributed or for legal reasons.

ARTICLE 13 Conflicts and Covenants

13.1 Manager's Time Commitment. The Manager shall cause so much time to be devoted to the business of the Company as, in its judgment, the conduct of the Company's business shall reasonably require.

13.2 Related Business Partners. The Company may employ, contract for services with, acquire or sell goods, property and materials from or to and otherwise deal with the Member or Manager or any affiliate of the Member or Manager, on any basis which is customary and competitive, or otherwise fair and reasonable.

13.3 Competitive Undertakings. Except as otherwise provided herein, the Member and the Manager may engage in business ventures of any nature and description independently or with others, including, but not limited to, business of the character described in Article 3 (or any part thereof), and neither the Company nor any of the Member shall have any rights in or to such independent ventures or the income or profits derived therefrom.

ARTICLE 14 Power of Attorney

The Member hereby agrees that, upon the execution of this Agreement, it shall and hereby does consent and appoint the Manager as its true and lawful attorney, coupled with an interest in its name, place and stead to sign, execute, acknowledge, swear to and file any and all documents which in the discretion of such attorney are required to be signed, executed, acknowledged, sworn to or filed by the Member to discharge the purposes of the Company as hereinabove stated. Without limitation, among the documents which the Manager may execute on behalf of the Member shall be the following:

(a) *Amendments to Agreement.* Any amendments to this Agreement, when this Agreement is amended in accordance with Article 15.

(b) *Articles and Other Instruments.* The Articles of Organization or Certificate of Formation required of the Company by the Act (and the laws of any other jurisdiction deemed necessary by the Manager) and any other instrument which may be required of the Company or the Member pursuant to the Act or the laws of any other jurisdiction.

(c) *Amendments to Articles.* Any amendments to the Articles of Organization or Certificate of Formation of the Company made pursuant to Article 15 or which are described in the Act.

The grant of authority set forth in this Section is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, liquidation or dissolution of the Member; may be exercised by the Manager for the Member by a facsimile signature or by listing the name of the Member executing any instrument with the signature of the Manager, as attorney in fact for the Member; and shall survive the delivery of an assignment by the Member of all or any portion of its interest, except that where the assignee has been approved by the Manager for admission to the Company as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect such substitution, and the grant of authority set forth in this Article shall be deemed to have been made by such substitute Member.

ARTICLE 15 Amendments

The terms and provisions of this Agreement may be modified or amended only upon the written approval of the Member and the Manager.

ARTICLE 16 General Provisions

16.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given:

- (a) Upon personal delivery.
- (b) On the fifth business day following mailing from within the United States by first class United States mail, postage prepaid, certified mail.
- (c) On the next business day following delivery via a recognized overnight delivery service such as Federal Express or DHL.

Notices, offers or other communications to the Company shall be addressed to the Company in care of the Manager at the address beneath the Manager's name on the signature page of this Agreement. Notices, offers or other communications to the Manager shall be addressed to the Manager at the address beneath the Manager's name on the signature page of this Agreement. Notices, offers or other communications to the Member shall be addressed to the Member at the address beneath the Manager's name on the signature page of this Agreement. Either the Member or Manager may

change its address for all future notices, offers or other communications by giving notice to the other stating its new address.

16.2 Successors. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Member and its legal representatives, heirs, successors and permitted assigns, except as expressly herein otherwise provided.

16.3 Governing Law. This Agreement shall be construed in conformity with the laws of the State of Illinois, as applied to agreements whose only parties are residents of such state and which are to be performed entirely within such state.

16.4 Personal Jurisdiction. The Company, the Manager and each Member hereby irrevocably consent to the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division or in the Circuit Court of Cook County for purposes of any litigation among or between the Company, the Manager and the Member concerning the Company or this Agreement. In any such proceeding, the Company, the Manager and the Member shall be deemed to have waived its right to a trial by jury. The parties hereto hereby individually agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or arguments. Service of process on any of the parties hereto with regard to any such action may be made by mailing the process to such person by regular or certified mail to the address of such person set forth herein or to any subsequent address to which notices shall be sent.

16.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

16.6 Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

16.7 Entire Understanding. This Agreement constitutes the entire understanding among the Member and supersedes any prior understanding and/or written or oral agreements among them with respect to the Company.

16.8 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

MANAGER

By: KZF HOLDINGS, L.L.C., an Illinois
limited liability company, its sole member

By: Sunny Kogen Rubman
Manager

By: Steve Rubman
, Manager

MEMBER

CAPITAL
CONTRIBUTION

By: KZF HOLDINGS, L.L.C., an Illinois
limited liability company, its sole member

\$ 1000

By: Sunny Kogen Rubman
, Manager

By: Steve Rubman
, Manager

Feb. 16 2024

Dear Northbrook Plan Commission,

2830 Highland Rd, Northbrook, IL is and has been a vacant property for many years. The property previously housed landscaping equipment. It was annexed to the Village of Northbrook on April 6, 2023.

We propose rezoning 2380 Highland to R-5; subdividing into three single-family lots.

The North side of Highland Rd. and the subdivision behind on Farmington Rd. and Auburn Ln. are zoned R-5.

We plan homes between 2,500 and 3,500 square feet. Homes will be designed for both families with children and empty-nester living. All homes will include full basements with two or three car garages.

Proposed designs include 3 home styles.

1. Ranch
2. Primary bedroom on the first level with bedrooms on the second floor.
3. Standard two story plan, with all bedrooms on the second level.

Each lot will include landscaping that follows code, and compliments the specific design of the exterior.

The preliminary plat of subdivision illustrates each individual parcel exceeds the minimum lot area requirement. Lots are 11,000 square feet exceeding the R-5 standard of 7,500 square feet

Each property will have its own individual storm water detention system.

Our engineer has had several discussions with the Village engineer in planning our design. The proposed detention areas will efficiently drain into the storm sewer located on Highland Rd.

We will follow Cook County's demolition and debris diversion ordinances; employing contractors who are licensed and experienced in meeting all code requirements.

We are requesting two variations to the subdivision code for this property.

The first is a request to allow all detention for the individual lots in an easement vs. an outlot.

The second variation request is to combine the process of tentative & final plat approval.

Kogen-Friedman Development is an experienced team with approved track record spanning over 30 years. We specialize in single-family, townhome and commercial developments.

We take pride in our past contributions to Northbrook's housing stock and look forward to the opportunity to add 3 additional beautiful residences on 2830 Highland Road.

Sincerely,

Suzy Kogen-Friedman
KZF Venture Group, LLC



MEMORANDUM

To: KZF VENTURE GROUP LLC
From: SWATI PANDEY, SENIOR PLANNER
Date: MARCH 5, 2024
Subject: PCD-24-05 – 2830 HIGHLAND ROAD

Below are the comments generated by the Development & Planning Services Department from the first review of your application.

1. The Illinois Secretary of State website identifies, "KZF Holdings LLC" to be the manager of KZF Venture Group LLC (the "Applicant"). Submit documents to show the relationship between the two legal entities and the authorized individual who would sign the documents on behalf of these entities as manager.

***Attached- LLC Agreement

2. The Applicant and Property Owner must sign page 4 of the application. See attached.

***Completed

3. Submit an itemized response to each action item identified in the sustainability memo. See attached.

***Completed

4. Will there be a common fence proposed around the three-lot subdivision?

***No common fence will be proposed, each homeowner will have the right to fence each individual property.

5. Will there be a permanent development identification sign proposed?

***There will be no subdivision "sign" as these lots are being treated as 3 standalone single family lots, not part of a PUD or standard larger subdivision.

6. What is the proposed number of bedroom for each of these homes?

****A ranch plan would have 2-3 bedrooms, A first floor primary would have 3 (one on the main level and 2 on the 2nd floor) a traditional 2 story plan would have 4 total

* all homes have an optional bedroom in the basement if desired

7. Provide a proposed address plan showing address for each lot for staff review.

*****Attached: proposed addresses 2820, 2832, 2834 Highland

8. Please note that the development impact fee will be applicable for three new homes being added to the Subject Property. The development impact fee will be due at the time of building permit.

*****Noted



Village of Northbrook

Review 1

Engineering Review / Response

2830 HIGHLAND RD

Engineering Reviewer:

Jack Bielak

847-664-4124

Jack.bielak@Northbrook.il.us

Engineering Review Status

Plan Date:

Date Review Completed: 03/06/2024

Instructions:

- Return this sheet with the revised drawings/documents to the Permit Coordinators @ the Village Hall.
- 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
- Identify all drawing revisions with a bubble.
- 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.
- 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. Plat - Dimensions on plat are consistent with what is expected. We do not need a development agreement, however the storm water detention area needs to be called out as owned and maintained by the respective lot owners. Additionally, a similar note shall be included on the plan set. **(Must Be Addressed Prior to Plan Commission)**

Response:

"To Be Maintained By Owner" note was added to the Plat and Plat Exhibit and similar note will be added to the engineering plan set.

2. Plat Exhibit - Include the sidewalk continuation on the Plat exhibit **(Must Be Addressed Prior to Plan Commission)**

Response: Walk continuation was added to the Plat Exhibit.

3. Sidewalks - The sidewalk shall be comprised of five inches (5") of Class "SI" concrete, six inches (6") across the driveway, over a three-inch (3") CA-6 stone base. The sidewalk should drain at a 1/4" per foot towards the roadway.

As Plans develop, the developer will be required to install sidewalk along Highland Drive and include in their plat of dedication to provide connectivity with the existing sidewalk to the west.

Response: Understood that the Highland Drive walk to have connectivity with existing walk to the west.

4. IDOT permit - A permit will be required from the Illinois Department of Transportation (IDOT) for all work within the IDOT right-of-way (R.O.W.). As plans develop level of impact onto Pfingsten will dictate whether an IDOT permit is required. Contact IDOT District One office at (847)705-4401 for permit submittal instructions. Please furnish the Engineering Department with a copy of all your correspondence with IDOT and note on the Plan that the Contractor will not begin work within the R.O.W. until a permit is received.

Response: Understood that an IDOT permit may be required before Pfingsten R-O-W work can begin.

5. Unimproved streets - Additional elevations will be required for the existing roadside ditch system. Invert elevations should be obtained for at least three downstream driveway culverts along with intermediate flow line elevations for the ditch itself. The elevations can be submitted in tabular form along with a rough sketch. This information will be helpful in determining if the existing ditch system can adequately convey the runoff from the larger sized home or if minor improvements will be necessary.

Response: Understood that the existing Highland north ditch and culvert drainage system is to be evaluated.

6. Silt control fencing - Indicate on the Plan by note and leader that silt control fencing will be installed along all perimeter lot lines prior to the start of construction. In addition, include a detail to ensure proper installation of the fencing.

Response: Understood that perimeter silt fencing will be installed before start of construction according to plan detail.

7. Sanitary - The proposed sanitary service shall consist of 4" PVC SDR 26 pipe conforming to ASTM D-3034 with gasket joints conforming to ASTM D-3212 and connection to existing main line sewer shall be made with a Sewer Tap machine w/ Hub-Tee and stainless steel saddle.

Response: Understood the use of 4" dia. PVC-SDR-26 pipe having ASTM D-3034 gasket joints conforming to ASTM D-3212 and use of sewer tap machine connect with Hub-Tee and stainless steel saddle.

8. Lot grading - Include an additional note to specify that the Owner must furnish the Engineering Department with an "As-Built" Site Plan certified from the original plan preparer stating that the finished lot grades, drainage pattern, utilities and impervious coverage calculations conform to the approved Site Plan prior to the issuance of the Temporary Occupancy Permit and release of the Engineering Department Escrow.

Response: Understood of requirements for As-built Drawings and conformance to approved Site plan prior to Temp. Occupancy Permit issuance and release of Eng. Dept. Escrow.

9. 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. Proposed impervious coverage calculations for the front yard are also required. The front yard is defined as the portion of the lot between the front property line and the recorded building line. A maximum impervious coverage of 30% is allowed for the front yard.

Response: Understood for requirement of detailed impervious coverage calculations including the front yard maximum impervious coverage of 30%.

10. General Comment - The concept is approved to proceed to the plan commission, detailed engineering drawings will still be required as the design progresses. Attached are further comments from our review consultant.

Response: Understood as comments will be addressed

End of Review Comments

The Design Professional is to complete the following:

____Cliff J. Toberman, P.E.____

Date: 3-20-24

Print Name



Signature



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 4, 2024

Village of Northbrook
655 Huehl Rd.,
Northbrook, IL 60062

Attention: Jack Bielak, PE

Subject: 2830 Highland Rd. 3 Lot subdivision
First Review
(CBBEL Project No. R230574.H0002)

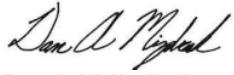
Dear Jack:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the Preliminary Kogen Friedman Development Subdivision Plat prepared by Norman J. Toberman and Associates and dated November 15, 2023. This review is intended to serve as a "high level review" and additional comments may be generated once the full submittal is made. The following comments are provided at this time:

1. The existing address is zoned in the R-1 classification. The subdivision is seeking to be reclassified to R-5 classification. Approval will be required. (*Understood*)
2. The Cook County GIS and Northbrook GIS both indicate that the lot includes a panhandle along the north property line of 2500 Pfingsten Rd. that is not shown on the submitted Plat of Survey or Plat of Subdivision. Was this panhandle previously removed from this parcel or will this panhandle be included in the subdivision?
(*The panhandle was previously removed from the parcel*)
3. The proposed subdivision will dedicate a 33-foot half right of way. This is in compliance with Village Standards, presuming Highland Road is classified as a neighborhood collector. (*Understood the required dedication of 33-foot half of right-of-way*)
4. We presume that watermain, sanitary sewer and storm sewer are available on the lot frontage. (*The subdivision will provide for water and sanitary sewer services as well as storm sewer for each lot.*)
5. The subdivision will be required to provide the required School and Park land donations. We presume that cash in lieu of land will be acceptable. (*Yes*)

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan A. Mizdrak".

Daniel Mizdrak
Municipal Engineer

A handwritten signature in green ink, appearing to read "Daniel L. Lynch".

Daniel L. Lynch, PE, CFM
Vice President, Head Municipal Engineering Department



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 4, 2024

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Attention: Jack Bielak, PE, Village Engineer
Department of Public Works

Subject: 2830 Highland Road 3-Lot Subdivision – Village of Northbrook
1st Preliminary Stormwater/Floodplain Review
(CBBEL Project No. 06-0191.00R58)

Dear Mr. Bielak:

The purpose of this letter is to summarize a Christopher B. Burke Engineering, Ltd. (CBBEL) preliminary stormwater/floodplain review for the proposed 3-lot residential subdivision located at 2830 Highland Road in the Village of Northbrook (Village).

We received the following stormwater related items for review:

- Subdivision Plat Exhibit, prepared by Norman J. Toberman & Associates, LLC, dated February 13, 2024.
- Project narrative, prepared by KZF Venture Group, LLC, dated February 16, 2024.

CBBEL has reviewed the above information with respect to the Village Ordinances, the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Watershed Management Ordinance (WMO), and standard engineering methods. Based on our review of this information, we offer the following comments:

- 1) The current parcel size is listed as 42,558 SF (0.98 acres) per the Cook County GIS viewer. Residential subdivisions involving property holdings ≤ 1 are exempt from the stormwater requirements of the WMO. The installation of sanitary services for single-family homes is not considered qualified sewer construction under the WMO, however, any proposed public sanitary sewer will require a Watershed Management Permit (WMP) from MWRD.
(Agreed that no extension of public sanitary sewer is being proposed)
- 2) The Subdivision Plat Exhibit shows stormwater detention facilities on each of the three proposed residential lots to meet the Village's requirements. A detailed review of the proposed drainage system will be performed once engineering plans have been developed for the project. We offer the following comments for the applicant's use as the design advances:

- a) From the provided information, it appears the land area allocated for the required volume is reasonable based on the Village's stormwater detention requirements. Detailed calculations supporting the required/provided volumes will be required at the permitting stage of the project.
(Understood that detailed storm water calculations required for permitting)
 - b) Ensure there is an emergency overflow mechanism (either internal baffle wall within outlet control structure or traditional overland flow route) for the proposed detention system. *(Emergency overflow will be provided)*
 - c) The proposed storm sewer transitions from a 24-inch RCP to a 15-inch RCP before ultimately connecting to the existing 18-inch Pfingsten storm sewer. The storm sewer sizing should be revisited and verified as the engineering advances.
 - d) Ensure that the existing drainage within the northern ROW is being captured by the proposed drainage system. *(Drainage will be provided)*
- 3) According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), there is not mapped floodplain associated with the subject property. Additionally, based on discussions with Village staff, there are no known drainage issues in the vicinity either. *(Agreed)*

Please feel free to contact me (lisherry@cbbel.com) at 847-714-5661 should you have any questions.

Sincerely,



Luke J. Sherry, PE, CFM
Senior Water Resources Engineer

cc: Jack Bielak, PE – Village of Northbrook
Thomas Burke, PhD, PE – CBBEL
Dan Lynch, PE – CBBEL



MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Development & Planning Services Department
Date: January 23, 2024
Subject: PRE-24-01: 2830 Highland Road – Rezoning & Three-Lot Subdivision

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) WASTE MANAGEMENT

1A: Cook County's Demolition Debris Diversion Ordinance requires all demolitions to divert 70% of debris from landfills through recycling. Applicant should provide statement as to how they plan to meet Cook County Demolition Diversion compliance.

*Response: We will be working with licensed contractors that will follow all of the Cook County Diversion & Demolition ordinances; as well as follow all engineering requirements noted for work that is required on this site.

(2) WATER AND WASTEWATER

2A: Prioritize mitigating storm water before it enters the sewer system through a combination of overland flow, detention, and green infrastructure infiltration strategies (for example, permeable paving or replacement of turf with native landscaping).

*Response: All storm water mitigation will be per engineering plans and specifications

(3) GREENSPACE AND TREE CANOPY

3A: Include a detailed landscape plan with species listing and maintenance plan. Include a column next to plant species specifying whether or not the plant is native to our region. Strive for inclusion of least 75% natives. Consider eco-grass alternatives to traditional turf grass such as ryegrass, sedges, and fescues.

- Response: Each individual lot will be landscaped specifically to the layout of the home; we will strive for at least 75% native plants. Landscaping will be directed by the buyer at the time of sale.

Caitlyn R. Culbertson
312.528.5206
caitlyn.culbertson@elrodfriedman.com

March 5, 2024

Swati Pandey
Senior Planner
Village of Northbrook
Swati.Pandey@northbrook.il.us

**Re: Village Attorney Comments
DOCKET NO. PCD-24-05
2830 Highland - Rezone & Three-Lot Subdivision**

Dear Swati-

We have reviewed the submission from KZF Venture Group, LLC ("**Developer**") for the proposed rezoning and three-lot residential subdivision at 2830 Highland. Our comments are as follows:

- Easement: A variation is requested to allow detention by an easement in each individual lot rather than an outlot. The location of the proposed easement is than depicted on the Plat of Subdivision. However, no proposed easement language is provided. The model Restrictive Covenants and Easement for Stormwater Detention Area is included for reference. **all necessary easement & covenants are attached**
- Plat of Subdivision: The Plat of Subdivision is missing multiple signature blocks including the Owner, Engineer, Village President, Plan Commission, Village Treasurer and Village Engineer. **All signature blocks are attached**
- Common Area: Based on the Plat of Subdivision it does not appear that there are any common areas that are shared between the three parcels. Please confirm. If there is any common area, an Declaration of Covenants, Conditions & Restrictions or other similar document will be required which delegates responsibility for the common areas (e.g. maintenance, ownership, payment of taxes, etc.). **there are no common areas**
each lot is required to maintain its own detention, each lot is a single lot .

Sincerely,

Caitlyn R. Culbertson

Caitlyn R. Culbertson

cc: Jonathan Mendel, Director of Development and Planning Services
Michael Kohlstedt, Deputy Director of Development and Planning Services

RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREA

1. THE AREA OF THE PROPERTY DESIGNATED ON THIS PLAT AS "STORM WATER DETENTION AREA" SHALL BE CONTINUOUSLY MAINTAINED IN A FIRST RATE MANNER BY [INSERT LEGAL NAME] HOMEOWNERS' ASSOCIATION (THE "ASSOCIATION") AND AN EASEMENT ON, UNDER AND ABOVE THE STORM WATER DETENTION AREA IS HEREBY GRANTED TO, AND FOR THE USE AND BENEFIT OF, ALL OF THE LOTS IN THIS SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION FOR THE SOLE PURPOSE OF STORM WATER DETENTION AND DRAINAGE.

2. NO CHANGE SHALL BE MADE IN THE FINISHED GRADE OF THE LAND WITHIN THE STORM WATER DETENTION AREA, NOR SHALL ANY CONSTRUCTION OF ANY KIND WHATSOEVER BE ERECTED OR PERMITTED TO EXIST WITHIN THE STORM WATER DETENTION AREA THAT MIGHT MATERIALLY IMPEDE STORM WATER DRAINAGE THEREIN OR MATERIALLY REDUCE THE STORM WATER DETENTION CAPACITY THEREOF. TREES, SHRUBS, FENCES AND NORMAL LANDSCAPE PLANTING SHALL BE PERMITTED WITHIN THE STORM WATER DETENTION AREA ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE VILLAGE MANAGER OF THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS (THE "VILLAGE"). THE ASSOCIATION SHALL MAINTAIN A GRASS COVER ON THE SURFACE OF THE STORM WATER DETENTION AREA AND SHALL KEEP SUCH GRASS IN A NEAT AND TRIMMED CONDITION.

3. IN THE EVENT THE VILLAGE DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT PRIOR MAINTENANCE OF THE STORM WATER DETENTION AREA IS NOT PERFORMED AT ANY TIME, THE VILLAGE, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION, MAY, BUT SHALL NOT BE OBLIGATED TO, ENTER UPON THE STORM WATER DETENTION AREA FOR THE PURPOSE OF PERFORMING MAINTENANCE WORK ON AND TO THE STORM WATER DETENTION AREA.

4. IN THE EVENT THAT THE VILLAGE SHALL CAUSE TO BE PERFORMED ANY WORK PURSUANT TO THESE PARAGRAPHS, THE VILLAGE SHALL HAVE THE RIGHT TO CHARGE THE ASSOCIATION AN AMOUNT SUFFICIENT TO DEFRAY THE ENTIRE COST OF SUCH WORK OR ACTION, INCLUDING ADMINISTRATIVE COSTS, EITHER BEFORE OR AFTER SUCH COST IS INCURRED. IF THE AMOUNT SO CHARGED IS NOT PAID BY THE ASSOCIATION WITHIN THIRTY (30) DAYS FOLLOWING A DEMAND IN WRITING BY THE VILLAGE FOR SUCH PAYMENT, SUCH CHARGE, TOGETHER WITH INTEREST AND COSTS OF COLLECTION, SHALL BECOME A LIEN UPON THE STORM WATER DETENTION AREA AND LOTS 1-8 IN THIS SUBDIVISION AND THE VILLAGE SHALL HAVE THE RIGHT TO COLLECT SUCH CHARGE, WITH INTEREST AND COSTS, AND TO ENFORCE SUCH LIEN AS IN FORECLOSURE PROCEEDINGS AS PERMITTED BY LAW.

5. NOTHING IN THESE PARAGRAPHS SHALL BE CONSTRUED TO CONSTITUTE A DEDICATION OF ANY PORTION OF THE STORM WATER DETENTION AREA TO, OR AN ACCEPTANCE THEREOF BY, THE VILLAGE.

6. THE VILLAGE SHALL BE UNDER NO OBLIGATION TO EXERCISE THE RIGHTS GRANTED IN THESE PARAGRAPHS EXCEPT AS IT SHALL DETERMINE TO BE IN ITS BEST INTEREST. NO FAILURE TO EXERCISE AT ANY TIME ANY RIGHT HEREIN GRANTED TO THE VILLAGE SHALL BE CONSTRUED AS A WAIVER OF THAT OR ANY OTHER RIGHTS.

7. THESE COVENANTS SHALL RUN WITH THE LAND IN THE SUBDIVISION SHOWN ON THIS PLAT, AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS OF RECORD THEREIN, THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND GRANTEEES AND ALL PARTIES CLAIMING BY, THROUGH AND UNDER THEM. ENFORCEMENT OF THESE COVENANTS MAY BE SOUGHT BY THE OWNERS OF ANY LOTS OF RECORD IN THIS SUBDIVISION, ANY PERSON WITH AN INTEREST IN ANY OF SAID LOTS OF RECORD, OR THE VILLAGE OF NORTHBROOK BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION, TO COMPEL AFFIRMATIVE ACTION, OR TO RECOVER DAMAGES, AND AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THESE COVENANTS.

PEKLAY SURVEYING CO., LTD.
PLAT OF SURVEY

THE EAST 431.905 FEET OF THE SOUTH 198.84 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 230.74 FEET THEREOF.



Legend
(R) = Record
(D) = Dead
(M) = Measure
— = Wood Fence
— = Basis of Bearings = Assumed
Area = 40,000 sq.ft. (0.92 ac.) (M)

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the descriptions ordered to be surveyed contains a proper description of the required building lines or easements.

50

THIS PROFESSIONAL SERVICE CONFORMS
TO THE CURRENT ILLINOIS MINIMUM
STANDARDS OF PRACTICE APPLICABLE
TO BOUNDARY SURVEYS.

GURNEE, IL. 9/27 A.D. 2023
PEKAY SURVEYING CO., LTD.
PROFESSIONAL DESIGN FIRM NO. 29

Edward Peklay

BY EWANDA PENLAY PROFESSIONAL LAND SURVEYOR NO. 2549, MY LICENSE EXPIRES 11/30/2024

NORTH

ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS TO BE ASSUMED BY SCALING.

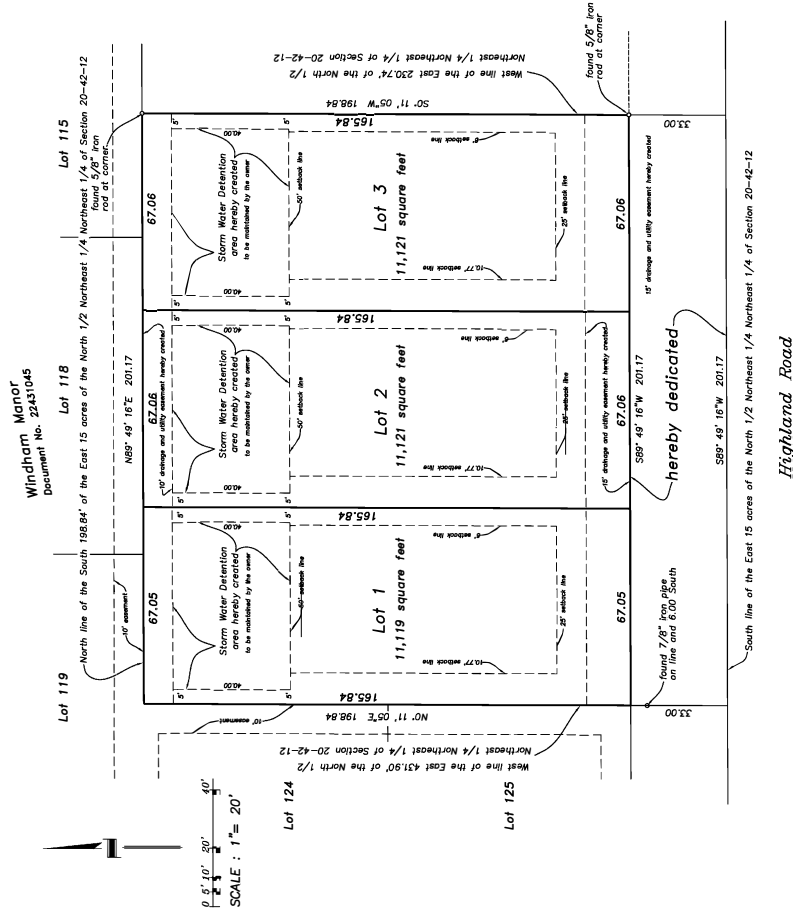
DATE OF FIELD WORK: 9/27/23
SCALE: 1"=30'

FILE NO.	21-26-2
ORDERED BY:	Wilson Lawn

PROPERTY ADDRESS: 2830 Highland
Road, Northbrook, IL

Kogen Friedman Development Subdivision
Final Plat of
being a subdivision of

THE EAST 431.90 FEET OF THE SOUTH 198.84 FEET OF THE EAST 15 ACRES OF THE NORTH 1/4 OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 230.74 FEET THEREOF.
COMMONLY KNOWN AS: 2830 HIGHLAND ROAD, NORTHBROOK, ILLINOIS
P.I.N. 04-20-200-046-0000



ZONING CLASSIFICATION R-5		
(A) MAXIMUM HEIGHT OF PRINCIPAL STRUCTURE FEET	REQUIRED	PROPOSED
STORIES	30 FEET MAX. 2 STORIES MAX.	30 FEET MAX. 2 STORIES MAX.
(B) MINIMUM LOT AREA AND DIMENSIONS		
INTERIOR LOTS	7500 SQUARE FEET MIN. 60 FEET MIN.	11,120 SQUARE FEET 67.05
(C) MINIMUM YARDS		
FRONT YARD	25 FEET MIN. 6 FEET MIN.	25 FEET MIN. 6 FEET MIN.
INTERIOR SIDE YARD	16.77 FEET MIN.	16.77 FEET MIN.
REAR YARD	40 FEET MIN.	50 FEET MIN.
(D) MINIMUM DWELLING SIZE		
MULTIPLE STORIES	1200 SQUARE FEET MIN.	1200 SQUARE FEET MIN.
(E) MAXIMUM GROSS FLOOR AREA(40% OF LOT)	4448.4 SQUARE FEET MAX.	4448.4 SQUARE FEET MAX.
(F) MAXIMUM LOT COVERAGE(50% OF LOT)	5558.5 SQUARE FEET MAX.	5558.5 SQUARE FEET MAX.
(G) MAXIMUM BUILDING COVERAGE(35% OF LOT)	3891.6 SQUARE FEET MAX.	3891.6 SQUARE FEET MAX.

SURVEYORS CERTIFICATE
State of Illinois } ss.
County of Cook }

I, David R. Beyer, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed, located, marked, and monumented the corners and boundaries of the above described lots and that the same are a correct representation of said survey.
I do further certify that iron pipes have been placed at all corners and curve control points in accordance with the provisions of the Illinois Surveying Act, Chapter 120, Illinois Compiled Statutes (CS), and the appropriate limits of the Village of Northbrook which has adopted an official comprehensive plan; that the property is not within a Special Flood Hazard Area as identified by Federal Emergency Management Agency Map, Community Panel No. 1701002001, effective date August 19, 2005.
Further, I hereby authorize the Village of Northbrook to record this plat.

dated at Arlington Heights, Illinois, this ____ day of _____, 2024
by _____
an Illinois Professional Land Surveyor No. 2046



Prepared by
David R. Beyer, P.L.S.
115 South Wille Road
Suite 301
Arlington Heights, Illinois
(847) 439-8225

PRELIMINARY NOT TO BE RECORDED
KOGEN FRIEDMAN DEVELOPMENT SUBDIVISION
SHEET NO. 2 OF 4

OWNERS CERTIFICATE

State of Illinois } ss.
County of Cook

This is to certify that Kogen Friedman Development is the owner of the property described in the foregoing instrument as such owner, appeared before me this day in person and acknowledged to me the use and purpose therein set forth, and do hereby acknowledge and adopt the same under the title herein indicated.

Dated this _____ day of _____, A.D., 2024

Owner

NOTARY CERTIFICATE

State of Illinois } ss.
County of Cook

I, _____, a notary public in and for said county in the state aforesaid, do hereby certify that _____ to the foregoing instrument as such owner, appeared before me this day in person and acknowledged to me the use and purpose therein set forth, and do hereby acknowledge and adopt the same under the title herein indicated.

Given under my hand and notarial seal this _____ day of _____, A.D., 2024

Notary Public

My commission expires on _____

PLAN COMMISSION

Approved by the plan commission of the Village of Northbrook, Cook County, Illinois, this _____ day of _____, 2024

Signed: _____
Chairman

VILLAGE PRESIDENT

Approved by the Board of Trustees of the Village of Northbrook, Cook County, Illinois, this _____ day of _____, 2024

Signed: _____ Village President
Attest: _____ Village Clerk

VILLAGE TREASURER

I do hereby certify that there are no delinquent special assessments or unpaid current assessments due against the land included in the above plat.

Dated this _____ day of _____, 2024

Signed: _____ Village Treasurer

VILLAGE ENGINEER

State of Illinois } ss.
County of Cook

This plat has been checked for conformance to the Village of Northbrook standards and requirements, and engineering fees due to the Village of Northbrook have been paid.

Dated this _____ day of _____, 2024

Signed: _____ Village Engineer

SURFACE WATER DRAINAGE CERTIFICATE

State of Illinois } ss.
County of Cook

I, _____, being duly sworn, depose and say that to the best of our knowledge and belief that adequate provisions have been made for the diversion and detention of surface waters into public areas or drains within the rights of the subdividers and that such surface water will not be deposited on adjacent land owners property in such concentration as may cause damage by erosion or sedimentation to such property because of construction of the subdivision.

By: _____ Owner

By: _____ Dated _____
Clifford Toberman, Illinois Professional Engineer

COUNTY CLERK CERTIFICATE

State of Illinois } ss.
County of Cook

I, _____ County Clerk of Cook County, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redemption tax sales against any of the land included in the annexed plat.

I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my hand and seal at _____, Illinois this _____ day of _____, 2024

By: _____ County Clerk

Return Plat to:
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

This plat submitted for recording by: _____
(name) _____
(address) _____

Send next tax bill to: (name) _____
(address) _____

RESTRICTIVE COVENANTS AND EASEMENT FOR STORM WATER DETENTION AREAS

1. The area of the property on each lot hereinafter in this plat as shown within Detention Areas shall be continuously maintained in a neat and orderly condition and shall be used only for the purposes intended and shall not be used for any other purpose. The area shall be maintained in a neat and orderly condition and shall be used only for the purposes intended and shall not be used for any other purpose.

2. No change shall be made in the planned grade of the land within each lot. Any change in the planned grade of the land within each lot shall be made only as shown on the plans hereto attached and shall be made in accordance with the plans hereto attached. Any change in the planned grade of the land within each lot shall be made only as shown on the plans hereto attached and shall be made in accordance with the plans hereto attached.

3. The owner of the lot shall be responsible for the maintenance and repair of the storm water detention area on the lot. The owner shall be responsible for the maintenance and repair of the storm water detention area on the lot.

4. In the event that the Village shall cause to be performed any work in or on the storm water detention area on the lot, the owner shall be responsible for the cost of such work. The owner shall be responsible for the cost of such work.

5. Nothing in these covenants shall be construed to constitute a dedication or an easement for a storm water detention area to or for the benefit of the Village.

6. The Village shall be under no obligation to exercise the rights granted in these covenants. The Village shall be under no obligation to exercise the rights granted in these covenants.

7. These covenants shall run with the land in the subdivision shown on this plat. The covenants shall run with the land in the subdivision shown on this plat.

8. The Village of Northbrook and its successors, assigns and agents shall have the right to enter upon the land in the subdivision shown on this plat for the purpose of inspecting, maintaining, repairing or improving the storm water detention area on the lot.

EASEMENT PROVISIONS

PERMANENT NON-EXCLUSIVE EASEMENTS FOR SERVING THE SUBDIVISION AND THE LOTS THEREIN WITH WATER, SEWER, GAS, ELECTRIC, CABLE TELEVISION, SANITARY SEWER, GAS MAINS, WATER SUPPLY, AND DISTRIBUTION, STREET LIGHTING, STORM SEWERS AND SANITARY SEWERS TO BE RESERVED FOR AND GRANTED TO:

THE VILLAGE OF NORTHBROOK AND UTILITY COMPANIES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES FOR THE CONVEYANCE OF WATER, SEWER, GAS, ELECTRIC, CABLE TELEVISION, SANITARY SEWER, GAS MAINS, WATER SUPPLY, AND DISTRIBUTION, STREET LIGHTING, STORM SEWERS AND SANITARY SEWERS UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "U/L" (UTILITY EASEMENT). THE EASEMENTS SHALL INCLUDE THE RIGHT TO INSTALL, MAINTAIN, REPAIR, REPLACE, IMPROVE, ENLARGE, ALTER, REMOVE OR ABANDON ANY SUCH FACILITIES, AND THE RIGHT TO ACCESS THE SAME FOR SUCH PURPOSES. THE EASEMENTS SHALL INCLUDE THE RIGHT TO PLACE, MAINTAIN, REPAIR, REPLACE, IMPROVE, ENLARGE, ALTER, REMOVE OR ABANDON ANY SUCH FACILITIES, AND THE RIGHT TO ACCESS THE SAME FOR SUCH PURPOSES. THE EASEMENTS SHALL INCLUDE THE RIGHT TO PLACE, MAINTAIN, REPAIR, REPLACE, IMPROVE, ENLARGE, ALTER, REMOVE OR ABANDON ANY SUCH FACILITIES, AND THE RIGHT TO ACCESS THE SAME FOR SUCH PURPOSES.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERRECTED OR PLACED ON THE SURFACE OF THE SUBDIVISION OR ON THE SURFACE OF THE LOTS IN THE SUBDIVISION. THE SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THE SUBDIVISION.

RECORDER'S CERTIFICATE

State of Illinois } ss.
County of Cook

This instrument Number _____ was filed for record in the Recorder's Office of Cook County, Illinois, this _____ day of _____, 2024.

By: _____ County Recorder

KOGEN FRIEDMAN DEVELOPMENT SUBDIVISION
SHEET NO. 3 OF 4

PRELIMINARY NOT TO BE RECORDED

APPROVED

RESOLUTION NO. 24-PC-06

**VILLAGE OF NORTHBROOK PLAN COMMISSION
DOCKET NO. PCD-24-05**

(2830 Highland Road – Three-Lot Subdivision)

WHEREAS, an application has been filed by KZF Venture Group LLC (the “Applicant”) as owner of the property commonly known as 2830 Highland Road (the “Subject Property”), and

WHEREAS, the Applicant has filed an application (Docket No. PCD-24-05) with the Village of Northbrook requesting:

- A. Rezone R-1 Single Family Residential to R-5 Single Family Residential District;
- B. Variation of the Subdivision Code to allow a combined tentative and final plat of subdivision for a three-lot subdivision;
- C. Variation of the Subdivision Code to allow detention in an easement rather than an outlet; and
- D. Approval of any other such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

WHEREAS, the Subject Property is zoned R-1 Single Family Residential District in the Village of Northbrook; and

WHEREAS, the Subject Property is designated as appropriate for Single Family Residential land uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on May 2, 2024 in the *Northbrook Star* and a public hearing was held at the Plan Commission’s regular meeting on May 21, 2024; and

WHEREAS, the Applicant has submitted evidence that a sign was properly posted on the Subject Property, indicating the time and date of the Commission hearings, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by certified mail; and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, all testimony and written materials from the Applicant and members of the general public concerning this matter, including:

- 1. Village of Northbrook Plan Commission Application form & attachments received February 20, 2024, and all subsequent additions and revisions to these application materials and attachments.
- 2. All staff reports and attachments regarding this application.
- 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:

Findings.

Resolution No. 24-PC-06

Docket No. PCD-24-05 – Three-Lot Subdivision Final Plat

- A) Comprehensive Plan Compliance. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-24-05, the proposed application is in general compliance with the Northbrook Comprehensive Plan, and specifically in compliance with the Future Land Use Map.
- B) Zoning Map Amendment. With respect to Docket No. PCD-24-05A, the Plan Commission hereby finds that the Applicant's request to rezone the Subject Property from R-1 Single Family Residential to R-5 Single Family Residential District is consistent with the Northbrook Comprehensive Plan, as amended, and does comply with the standards for approval of such rezoning requests as established in Subsection 11-301 E(8) of the Northbrook Zoning Code.
- C) Combined Tentative and Final Plat of Subdivision. With respect to Docket No. 24-05B, the Plan Commission does hereby find that the evidence submitted to the Plan Commission regarding the Applicant's combined tentative and final plat of subdivision satisfies the criteria established in Article III of the Village of Northbrook Subdivision and Development Code for approval of a three-lot subdivision in the R-5 District.
- D) Stormwater Detention in an Easement. With respect to Docket No. 24-05C, the request that a variation be authorized to allow the required stormwater detention facility to be located within an easement rather than in a separate outlot, the Plan Commission finds that the evidence presented satisfies the criteria established in Section 4-104C of the Northbrook Subdivision and Development Code for authorizing the variation.
- E) Other Relief Necessary. With respect to Docket No. 24-05D, the Plan Commission finds no other zoning or subdivision relief necessary for this application.
- B) Recommendation. The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-24-05 based on the findings established herein subject to the following conditions:
- 1) Zoning Map Amendment. The Subject Property shall be rezoned to the R-5 Single Family Residential District and shall comply with all requirements of the R-5 District.
 - 2) Combined Tentative and Final Plat of Subdivision. The Subject Property shall be subdivided into three new single family lots per the requirements of the Northbrook Subdivision and Development Code, and shall comply with all requirements of the R-5 District of the Northbrook Zoning Code, consisting of one page, prepared by KZF Venture Group LLC, attached as **Exhibit A**, and the following conditions:
 - i. Any remaining staff departmental review comments shall be incorporated in to the Final Plat of Subdivision.
 - ii. The final engineering plans shall be subject to review and approval by the Village Engineer and all legal documents, shall be subject to review and approval by the Village Attorney.
 - iii. The Applicant shall provide all necessary performance guarantees with the Village for the construction of necessary public and private improvements associated with the subdivision.

Resolution No. 24-PC-06

Docket No. PCD-24-05 – Three-Lot Subdivision Final Plat

- 3) Stormwater Easement Variation. The stormwater detention shall be in an easement rather than an outlot, as approved per the Plat of Subdivision.

ADOPTED THIS 21st day of May, 2024.

AYES: (4) DeBartolo, Morgen, Walden, Elisco

NAYS: (1) Melnick

ABSENT: (2) Halperin, Sandler

ABSTAIN (0)

/s/ Steven Elisco
Steven Elisco, Chair
Northbrook Plan Commission

ATTEST:

/s/ Jonathan Mendel
Jonathan Mendel, Director
Development and Planning Services

Resolution No. 24-PC-06

Docket No. PCD-24-05 – Three-Lot Subdivision Final Plat

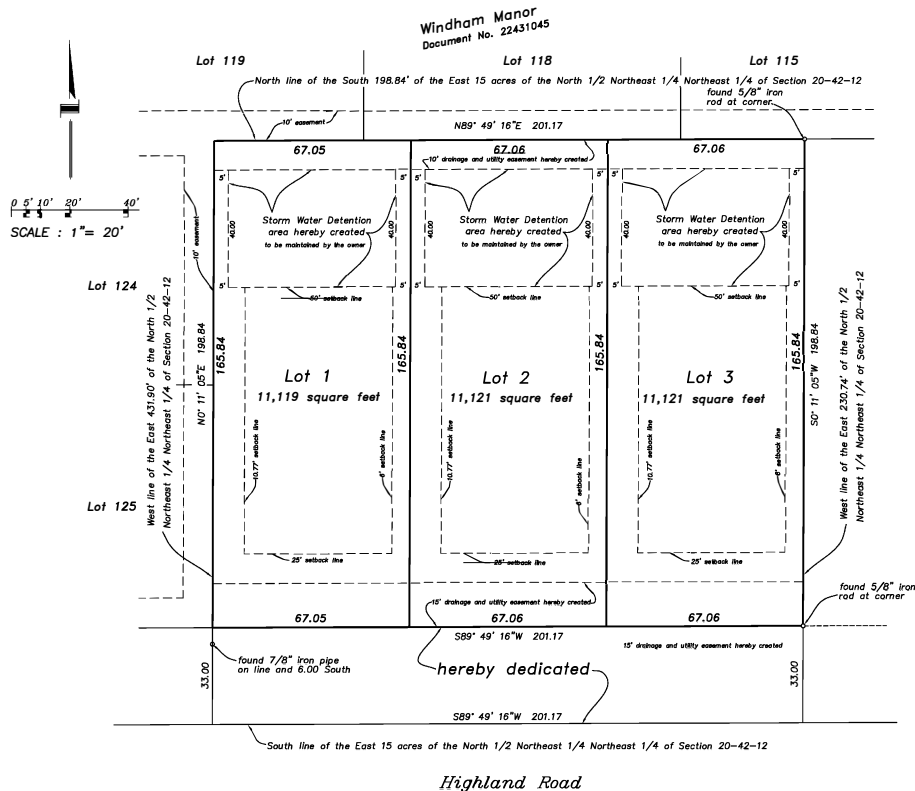
EXHIBIT A

Final Plat of Subdivision

Final Plat of
Kogen Friedman Development Subdivision
being a subdivision of

THE EAST 431.90 FEET OF THE SOUTH 198.84 FEET OF THE EAST 15 ACRES OF THE NORTH 1/2 OF THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 230.74 FEET THEREOF.

COMMONLY KNOWN AS: 2830 HIGHLAND ROAD, NORTHBROOK, ILLINOIS
P.I.N. 04-20-200-046-0000



ZONING CLASSIFICATION R-5		
	REQUIRED	PROPOSED
(A) MAXIMUM HEIGHT OF PRINCIPAL STRUCTURE		
FEET	30 FEET MAX.	30 FEET MAX.
STORIES	2 STORIES MAX.	2 STORIES MAX.
(B) MINIMUM LOT AREA AND DIMENSIONS		
INTERIOR LOTS	7500 SQUARE FEET MIN.	11,120 SQUARE FEET
LOT WIDTH	60 FEET MIN.	67.05
(C) MINIMUM YARDS		
FRONT YARD	25 FEET MIN.	25 FEET MIN.
INTERIOR SIDE YARD	6 FEET MIN.	6 FEET MIN.
MINIMUM TOTAL(25% OF TOTAL LOT WIDTH)	16.77 FEET	16.77 FEET MIN.
REAR YARD	40 FEET MIN.	50 FEET MIN.
(D) MINIMUM DWELLING SIZE		
MULTIPLE STORIES	1200 SQUARE FEET MIN.	1200 SQUARE FEET MIN.
(E) MAXIMUM GROSS FLOOR AREA(40% OF LOT)	4448.4 SQUARE FEET MAX.	4448.4 SQUARE FEET MAX.
(F) MAXIMUM LOT COVERAGE(50% OF LOT)	5559.5 SQUARE FEET MAX.	5559.5 SQUARE FEET MAX.
(G) MAXIMUM BUILDING COVERAGE(35% OF LOT)	3891.6 SQUARE FEET MAX.	3891.6 SQUARE FEET MAX.

SURVEYORS CERTIFICATE

State of Illinois } SS.
County of Cook }

I, David R. Bycraft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed, subdivided, and staked the property described in the caption of this plat, and that this plat is a correct representation of said survey.

I do further certify that iron pipes have been placed at all corners and curve control points in accordance with the Northbrook Subdivision and Development Code; that the property is within the corporate limits of the Village of Northbrook which has adopted an official comprehensive plan; that the property is not within a Special Flood Hazard Area as identified by Federal Emergency Management Agency Map, Community Panel No. 17031C02264, effective date August 19, 2008.

Further, I hereby authorize the Village of Northbrook to record this plat.

dated at Arlington Heights, Illinois, this ____ day of _____, 2024

by _____
as Illinois Professional Land Surveyor No. 2846

Prepared by:
David R. Bycraft, P.L.S.
115 South Wilke Road
Suite 301
Arlington Heights, Illinois
(847) 439-8225



PRELIMINARY NOT TO BE RECORDED
KOGEN FRIEDMAN DEVELOPMENT SUBDIVISION
SHEET NO. 2 OF 4



MEMORANDUM

To: Plan Commission
From: Swati Pandey, Senior Planner
Cc: Jonathan Mendel, Director of Development and Planning Services
Date: May 21, 2024
Subject: PCD-24-05: 2830 Highland Road – Three-Lot Subdivision

INTRODUCTION

On May 21, 2024 the Plan Commission will conduct the first public hearing on an application filed by KZF Venture Group LLC (the “Applicant”) as owner of 2830 Highland Road (the “Subject Property”), for the purpose of authorizing the following zoning relief to allow a three-lot single family residential subdivision:

- A. Rezone R-1 Single Family Residential to R-5 Single Family Residential District;
- B. Variation of the Subdivision Code to allow a combined tentative and final plat of subdivision for a three-lot subdivision;
- C. Variation of the Subdivision Code to allow detention in an easement rather than an outlet; and
- D. Approval of any other such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. The Plan Commission hearing was properly noticed in the May 2, 2024 edition of the *Northbrook Star*. To date staff has not received any public comments on the application.

PROPERTY DESCRIPTION

The Subject Property:

- is located on north side of Highland Road, west of Pfingsten Road;
- is approximately 36,000 square feet in size. The site is currently unoccupied with remnants of accessory structures from the previous use (landscaping company);
- Comprehensive Plan’s Future Land Use designation is Single Family;
- is zoned R-1 Single Family Residential;
- is surrounded by R-5 Single-Family Residential zoning to the north and west, and R-1 Single Family Residential to the south and east;
- is not located within the 100-year flood plain; and
- is not located in proximity to any areas identified in the Master Stormwater Management Plan.
- The Village’s Bicycle and Pedestrian Plan identifies Pfingsten Road for a sidepath (separate path for pedestrians, bicycles, and other wheeled users) and shall be considered higher priority based on the overall implementation of the plan. There is no bike infrastructure proposed on Highland Road in front of the Subject Property

BACKGROUND INFORMATION

- On April 25, 2023, the Subject Property was annexed into the Village of Northbrook. The ordinance approving the annexation is attached (Ord. No. 2023-29). Prior to annexation, the Subject Property was a former landscape contractor facility in unincorporated Cook County. It is unoccupied but has several accessory structures including a shed from the previous use.
- On July 11, 2023, the Subject Property to the east, located at 2500 Pfingsten was annexed into Northbrook as well. It was earlier in unincorporated Cook County. The property is improved with a single family residence which is currently occupied.

Preliminary Review

On January 23, 2024, the Board of Trustees conducted a preliminary review of the request for a rezoning and three-lot subdivision. The Village Board asked some questions and found the request to be appropriate. 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 proposed plan is in general conformance with the plan presented at preliminary review. 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	No concerns
Robert Israel	Trustee	Present	No concerns; clarified the stormwater detention design for the proposed subdivision
Heather Ross	Trustee	Present	No concerns
Johannah Hebl	Trustee	Present	No concerns; clarified who was the developer of the property
Daniel Pepoon	Trustee	Present	No concerns
Joy Ebhomielen	Trustee	Present	No concerns
Michelle Kohler	Trustee	Present	No concerns; suggested Village Engineer review prior to public hearing

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; Sustainability)
- Engineering & Stormwater Consultant
- Tree Preservation
- Fire
- Police
- Village Attorney

Staff reviewed the application and provided comments and requested revisions and information through the review process. All departments have approved the application to proceed for a public hearing, including the Village Engineer. There are engineering comments pending, which is typical of such single family residential subdivision requests and are reviewed at the time of site work and building permit submittal.

Included with the material submitted by the Applicant are the responses to those questions as well as staff review comments.

Compliance with Village Plans

The Subject Property is in compliance with the Comprehensive Plan. There is only one other Village Plan applicable to the Subject Property (Bicycle and Pedestrian Plan) as noted earlier in this memo.

PROPOSED PROJECT

- The Applicant is proposing to rezone the Subject Property from R-1 to R-5 Single Family Residential and subdivide the property to allow a three-lot single family subdivision on the Subject Property.
- The Subject Property would result in three single-family residential lots with detention located on each lot in an easement. **All residential lots would be compliant with the bulk standards of the R-5 District.** The future proposed new homes for each lot would have to comply with all district setbacks, lot coverage, and FAR standards. All three lots will face Highland Road.
- Based on the proposed lot areas, the maximum allowable floor area ratio (FAR) on the individual lots would be 4,447 square feet (the maximum allowed FAR in all single family residential districts is 40% of the lot area). The Applicant has stated in the attached narrative that the homes proposed for the subdivision would be between 2,500 to 3,500 square feet which is under the maximum allowed size. The Applicant has proposed three different home styles, which includes: (i) ranch; (ii) two-story home with primary bedroom on first floor; and (iii) two-story home with standard layout and all bedrooms on the second floor.
- Each home would have three or four bedrooms, 2-3 car garage, and a full basement. Each home would be reviewed further for all zoning and building requirements at the time of building permit submittal, including design for the front façade to ensure that the homes are not monotonous with one another.
- The Applicant has shown surface stormwater detention area in an easement to be provided in the rear of each of the three proposed lots, located on the north side of the Subject Property. The design of the stormwater system has been reviewed and approved by the Village Engineer. A stormwater detention area in an easement, instead of an outlot requires a variation of the Subdivision Code.
- The Applicant is requesting that the subdivision be processed as a combined tentative and final plat. It is typical for small three-lot subdivisions to undergo a combined tentative and final plat approval application process rather than the two steps separately, which requires a procedural variation of the Subdivision Code.
- The Applicant has stated that there will be no development sign proposed for this subdivision.
- Considering the proposal is for a three-lot residential subdivision, the Inclusionary Housing Ordinance (IHO) is not applicable to the project. New single-family subdivisions with five or less units are not required to provide affordable housing.

ZONING RELIEF

Rezoning

The Applicant is requesting to rezone the Subject Property from R-1 to R-5 Single Family Residential. The R-5 District requires a minimum lot area of 7,500 square feet for interior lots and the proposed subdivision is compliant as each lot is 11,120 square feet. The proposed lots also meet the minimum lot width of 60' per interior lot with 67.05 feet lot width; and 125 feet lot depth with 165.84 feet, in the R-5 District. The proposed lots are all in compliance with the R-5 district minimum and lot widths. The lot coverage and floor area ratio per lot would be assessed as each lot is developed with a specific home at the time of building permit.

Combined Tentative and Final Plat of Subdivision Approval

The Applicant is requesting a resubdivision of the Subject Property to allow for one single family lot to be three lots of record. The proposed new lots will be in compliance with the minimum lot area and dimensions of the R-5 district of the zoning code. The Applicant is seeking approval of a combined tentative and final plat at this time, per the requirements of the Subdivision Code.

Variation for Detention in an Easement.

As noted above, the Applicant is seeking approval to subdivide the Subject Property into three lots of record. To accomplish the requested subdivision, the proposed development requires a variation to allow the detention to be placed in an easement rather than an outlot.

A surface stormwater detention area is proposed individually in the rear yard of each zoning lot. The plat shows that an approximately 40'x57' area will be dedicated and maintained by each owner in an easement

for stormwater detention purposes. The detention area will be outside of the ten-foot drainage and utility easement along the rear property line and five-foot away from the interior side property lines, as shown on the Plat. The stormwater easement area will be restricted in terms of constructing any permanent structures or landscape installation. The Village Engineer has approved the proposed stormwater detention design and the Plat of Subdivision.

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal is attached. The attached Sustainability Addendum to this report goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

SUMMARY

In reviewing this request, staff suggests the Plan Commission consider the following policy questions:

1. Is it appropriate to allow a three-lot subdivision of the Subject Property?
2. Is it appropriate to rezone the property from R-1 to R-5 District to allow for three new single-family homes?
3. Is it appropriate to grant a variation of the Subdivision Code for the following?
 - a. combined tentative and final plat approval; and
 - b. stormwater detention in an easement on each lot.

Given the limited relief and general 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-06**.

The Applicant and staff will attend the May 21, 2024 Plan Commission meeting to answer any questions.



MEMORANDUM

To: Plan Commission
From: Kate Carney, Sustainability Coordinator
Date: May 21, 2024
Subject: PCD-24-05: 2830 Highland – Rezone and 3-Lot Subdivision

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices.

Below are Climate Action Plan items generated from the first review of the Applicant's proposed project. *Items noted in italics are referencing what the Applicant has stated that they intend to include in their proposal.*

WASTE MANAGEMENT

The CAP points to procedures that may facilitate waste reduction (with a goal of at least 50% landfill waste 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.

Applicant states that licensed contractors will follow all of the Cook County Diversion and Demolition ordinances.

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)

Applicant states that all storm water mitigation will be per engineering plans and specification.

GREENSPACE

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. Utilize a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings.

Applicant states that each individual lot will be landscaped specifically to the layout of the home; striving for at least 75% native plants but, landscaping will be directed by the buyer at the time of sale.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Sustainability Coordinator Kate Carney
Date: 2024-06-11
Subject: A Resolution Approving and Accepting the Village of Northbrook 2024-2025 Climate Action Plan Priority Action Items

Overview

As discussed at the May 28, 2024 Committee of the Whole, the Village's consultant, paleBLUEdot and the Sustainability Commission has recommended a new set of priority action items. This resolution approves the proposed 2024-2025 CAP Priority Action Items.

Fiscal Impact

The adopted FY25 General Fund budget includes sustainability revenue and expenditures. In the event the Village Board's designated Climate Action Plan (CAP) Priority Items require additional appropriations, staff will prepare a budget amendment.

Recommendation

Approval.

Background

At the May 28, 2024 Committee of the Whole meeting, the Village's consultant, paleBLUEdot and Sustainability Coordinator Kate Carney presented the 2023 CAP Progress Report and proposed 2024-2025 CAP Priority Action Items.

In general, the 2024-2025 Priorities recommended at that meeting which were proposed by paleBLUEdot and the Village's Sustainability Commission are:

- Increased EV use
- Decreased natural gas consumption
- Increased landfill diversion and overall solid waste reduction
- Understand water use increase and reduction strategies

In addition to the above, the Sustainability Commission recommended two additional work items at their September 21, 2023 meeting:

- Explore additional incentive and educational programs to remove Buckthorn cooperatively with an end period of five years at which time regulatory enforcement is considered
- Create a new World Environment Day celebration outreach event to be held on a

Saturday in June 2025

The action items are detailed fully in the attached Exhibit A.

[A Resolution Approving and Accepting the Village of Northbrook 2024-2025 Climate Action Plan Priority Action Items.DOC](#)
[Exhibit A 2024-25 CAP Priority Actions.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 and Accepting the Village of Northbrook 2024-2025 Climate Action Plan Priority Action Items

is hereby adopted, as follows:

Section 1. Recitals.

Northbrook's Climate Action Plan (CAP) calls for fostering sustainability and reducing 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. The CAP establishes a goal of reducing local GHG emissions by 35% below 2010 levels by 2030 and 80% below 2010 levels by 2050. Rather than a rigid step-by-step agenda, the strategies and actions set forth in the CAP provide the Village with multiple avenues and options to attain this goal, allowing future Village Boards to prioritize and adjust their response over time.

The purpose of the CAP is to encourage the Village's sustainability initiatives and minimize the generation of GHG emissions from all sources to mitigate and prepare for the effects of climate change. The CAP sets forth a comprehensive set of strategies and over 100 detailed actions that the Village can choose to implement to reduce GHG emissions. After the CAP was first adopted in 2021, the Village Board of Trustees' Community and Sustainability Committee met and established the first set of CAP Top Ten Priorities.

The Village Board, in approving and accepting the 2024-2025 CAP Priority Action Items, recognizes that staff will utilize these actions to inform a workplan and plan outreach and programming efforts.

The President and the Board of Trustees have considered the 2024-2025 CAP Priority Action Items and determined that it is in the best interests of the Village and the public to approve and accept these action items.

Section 2. Approval and Acceptance of the Climate Action Plan.

The Village of Northbrook 2024-2025 Climate Action Plan (CAP) Priority Action Items, a copy of which is attached to, and by this reference made a part of this Resolution as **Exhibit A**, is hereby approved and accepted.

Village President

ATTEST:

Village Clerk

Exhibit A

2024-2025 Climate Action Plan Priority Action Items

ITEM #	Transportation and Land Use	POTENTIAL IMPLEMENTATION STRATEGY
TL 2-3	Work with local employers encouraging them to implement subsidized or discounted transit program. Explore TMA Lake-Cook and others for potential partnerships.	
TL 5-6	Create an Electric Vehicle (EV) Action Plan to guide access to chargers on Village property and village wide, explore alternative technologies like Smart cable technology and streetlight/EV charger integration, address barriers to charging for garage-free homes and rental properties, assess options to lower EV and EV charger implementation costs, and recommend EV charging station requirement amendments to zoning ordinances to support EV plan.	Continue from FY 23/24 priorities and maintain progress
	Buildings and Energy	
BE 1-1	Use Village facilities and other leading-edge businesses and institutions to showcase clean energy systems and promote the technical and financial information needed to support broader scale adoption. Conduct a renewable energy potentials assessment and 100% Renewable Energy Master Plan for all Village owned facilities and operations. Master Plan should include exploration of on-site renewable options, community/shared renewable options, and Renewable Energy Credit (REC) options and provide an implementation plan for achieving 50% renewable energy for all Village facilities and operations by 2030, and a pathway to achieve 100% by 2040. Encourage school district, county, and other public entities owning property within Village to conduct similar plans. Use Village facilities and other leading-edge businesses and institutions to showcase clean energy systems and promote the technical and financial information needed to support broader scale adoption. This strategy could be coordinated with a Commercial property and Industrial property Solarize program.	Research existing plans in similar communities and plan creation costs.
BE 2-1	Require a Solar PV Site Assessment as a part of all building permit submissions. Assessment should include estimated installation cost and	Item may be addressed through updates to appropriate codes.

	projections for both energy generation potential and economic payback potential over a minimum 20-year timeframe.	
BE 6-5	Through the Sustainability Commission, ComEd, Nicor and community partners create a residential energy efficiency challenge especially focused on natural gas use.	Item may be addressed through collection of communication materials to share with residents and establishing annual targets of households to engage and/or participate.
BE 7-2	Educate residents and businesses about the benefits of replacing fossil fuel burning heating equipment and with air-source heat-pumps, or other efficient electric heating options. Collaborate with ComEd and education partners like the Library and Go Green Northbrook.	
Waste Management		
WM 5-2	Educate the community on waste management strategies. Introduce the term Zero Waste and lifecycle concepts. Include reducing consumption, followed by reusing, repurposing, recycling, and composting. Include clear information on what can and cannot be recycled. Offer tips such as opting out of junk mail, etc.	Item may be addressed in conjunction with education and outreach efforts for new waste hauling contract.
Water and Wastewater		
WW 1-2	Reduce landscaping water use by encouraging water-efficient irrigation systems, grass replacement, and planting native/drought-resistant trees and vegetation. Explore funding opportunities for water efficiency investments	Item may be addressed through the compilation and dissemination of existing materials available through collaboration with public and private conservation-oriented organizations such as MWRD.
General Education		
WM-5, WW-1, LF-2	Develop and plan a World Environment Day occurring in June of each year to provide general and broad-based education to the community on CAP focus areas	Item may be addressed in-house through the Sustainability Commission and staff to develop, plan and fund in 2025
Greenspace and Ecosystem Health		
GS 2-1	Investigate and develop a plan for invasive species control program through a cooperative removal incentives and possible regulations	Item may be addressed in-house to understand the costs and mechanics of an invasive Buckthorn removal education and removal program similar to the removal program currently managed by Public Works