Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, December 9, 2025

7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES APPROVAL**
   A. November 11, 2025 Regular Board Meeting Minutes for Approval
4. **PUBLIC COMMENT TIME**

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

5. **MANAGER'S REPORT**
   A. Presentation of MABAS-IL Humanitarian Award to Lieutenants Brandon and Brian Collazo
   B. Weekly Village Manager Reports
      - Week Ending November 14
      - Week Ending November 21
      - Week Ending November 28
      - Week Ending December 5
6. **WARRANT LIST**
   A. Review and Approval of Payments Processed Between November 1, 2025 - November 15, 2025
   B. Review and Approval of Escrow Deposits/Performance Bond Refunds Processed Between November 1, 2025 - November 15, 2025
   C. Review and Approval of Payments Processed Between November 16, 2025 - November 30, 2025

D. Review and Approval of Escrow Deposits/Performance Bond Refunds Processed Between November 16, 2025 - November 30, 2025

7. PRESIDENT'S REPORT

Community Moment

A. Commission Appointments:

Appointments to the Ad Hoc 125th Anniversary Commission for a term ending December 31, 2026:

- Stacy Oliver (Commission Chair)
- Marsha Schwartz (Arts Commission)
- Mlyssa Sarandos (Arts Commission)
- Jill Randell (Disability Inclusion Commission)
- Michael Pfeifer (Pedestrian and Bicycle Commission)
- Sandra Whitmore (Senior Services Commission)
- Aaron Stash (Sustainability Commission)
- Judy Hughes (Northbrook Historical Society)
- Kathi Quinn (Northbrook Chamber of Commerce)
- Joan Scovic (Northbrook Park District)
- Arielle Raybuck (Northbrook Public Library)
- Samantha Scheinman (District 28)
- Hayley Garard (District 31)
- Carol Smith (District 225)
- Debbie Ford (At-Large Resident and Northbrook Historical Society)
- Susan Carrington (At-Large Resident)
- Katherine Katz (At-Large Resident)
- Laura Ruesch (At-Large Resident)
- Megan Paul (At-Large Resident)

Appointment to the Plan Commission:

- Jacqueline Earley to the Plan Commission for a term ending April 30, 2029

B. Motion to approve a Village Board Proclamation Supporting Our Community

8. CONSENT AGENDA

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

A. A Resolution Authorizing an Agreement for Parkway Tree Trimming Services with Advanced Tree Care, Inc. of Lincolnshire, IL

On an annual basis the Village uses contractual assistance for trimming of approximately 2,000 of the Village's more than 17,000 parkway trees to promote tree health and management, protect pedestrians and motorists from low hanging branches, and prevent storm damage.

B. A Resolution Authorizing an Agreement for the Purchase and Installation of Fiberglass Doors at the Village Hall with Anderson Lock Company, Ltd. of Des Plaines, IL

The solid wood arched exterior entry doors at the southeast corner of the Village Hall, outside the Sandra "Sandy" Frum Board Room, show clear signs of weather-related wear and tear, necessitating their replacement.

C. A Resolution Waiving Competitive Bidding and Authorizing Amendment 3 to the Agreement with Baecore Group for Professional Services

As part of the transition of the Village's Enterprise Resource Planning (ERP) system to a cloud based platform in 2026, this consulting work will focus on improving the efficiency in Development and Planning processes as well as assessing the operational needs and system dependencies that may need to be updated prior to the migration to the cloud based platform.

D. A Resolution Approving an Amendment to a Microsoft Enterprise Software Subscription Agreement from Dell Marketing L.P.

This Resolution approves an amendment to the Microsoft Enterprise Agreement from Dell Marketing L.P., executed in 2023, to add an additional Microsoft M365 Tenant for test and development purposes.

E. A Resolution Approving the Purchase of Additional Microsoft Subscriptions from Dell Marketing L.P.

This Resolution approves the procurement of additional Microsoft subscriptions, supplementing the subscriptions obtained under the 2023 Microsoft Enterprise Agreement with Dell Marketing L.P., to address the Village's growth in staff and corresponding operational requirements for additional Microsoft applications.

F. A Resolution Authorizing the Purchase of a Replacement Police Department Vehicle from Currie Motors of Frankfort, IL

The Village is seeking to replace one Police Department front-line response vehicle.

G. A Resolution Approving an Agreement with EMS Management & Consultants, Inc. for Fire Department Ambulance Billing Services

The Fire Department provides ambulance transportation services within the Village and Rural Fire Protection District. These services are billed pursuant to the Municipal Code related to the cost associated with providing this service.

H. A Resolution Approving a First Amendment to Economic Incentive and Development Agreement between the Village of Northbrook and Hometown Coffee Northbrook, LLC (1290 Shermer Road)

The passage of the new zoning code presented opportunities to align the development of Hometown Coffee and Juice with the newly adopted code and additional time was required to complete the enhancements; therefore, this is a request to extend the dates for construction commencement and opening of the facility.

I. An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois

On a continual basis, staff evaluates expenditures to ascertain that there are no

significant budget overages which may be due to various factors, including but not limited to, supply chain issues, unexpected capital costs, etc. Staff then brings forward an Ordinance for amending the adopted budget to appropriate necessary funds that consist of carryforward appropriations from the prior year, reallocations between or among accounts, and new money requests.

J. A Resolution Approving a Transferee Assumption Agreement for Techny Crossing Resubdivision (2005 Techny Road) (BOT-25-19)
American Techny LLC has acquired the property at 2005 Techny Road for the purpose of completing the previously approved three-lot subdivision and the construction of three new single-family homes.

K. An Ordinance Rezoning the Property at 85-95 Revere Drive and Amending the District Zoning Map and Granting Variations (85-95 Revere Drive)(Plan Commission Docket No. PCD-25-16)
The owner of 85-95 Revere Drive has requested to rezone the property from I-1 Restricted Industrial District to the O-2 Limited Office District as designated in the Comprehensive Plan.

L. A Resolution Approving A Temporary Construction Easement with DuPage Water Commission for a new Fire Station 11
The attached resolution provides the Village a temporary easement for use of property adjacent to the new Fire Station 11 for construction staging activities.

M. A Resolution Approving the Establishment of a Retirement Health Care Funding Plan Pursuant to the Collective Bargaining Agreement by and between the Village and Local 1894 International Association of Firefighters.
As provided in the Village's Collective Bargaining Agreement with Local 1894 International Association of Firefighters a retirement health care funding plan ("RHF") administered by the Village on behalf of its members upon retirement will be established.

N. A Resolution Authorizing a Settlement Agreement Between Retired Fire Lieutenant Joseph Klemm and the Village of Northbrook under the Public Safety Employee Benefits Act
Under the Public Safety Employee Benefits Act the Village provides health insurance benefits to retired personnel in certain circumstances.

O. An Ordinance Amending Chapter 2, Article III, Division 3 of the Northbrook Municipal Code, as Amended, Regarding Appointment of Deputy Village Clerks
Northbrook's Municipal Code is being updated to sets forth provisions for the appointment of Deputy Village Clerks by the Village Clerk.

P. Motion to approve Badge Design Pursuant to Chapter 2 Article II of the Municipal Code
Members of the Board of Trustees, including the Village President, may be issued an official badge, the design of which shall be approved by the Village Board.

Q. Motion to Approve the October 14 and 28, 2025 Closed Session Minutes held during the Committee of the Whole of the Village Board

9. ADMINISTRATION AND FINANCE

A. Truth in Taxation Public Hearing for the Proposed Tax Year 2025 Property Tax Levy
Each year the Village Board must adopt a property tax levy to fund general municipal operations, cover the debt service expenditures, and fund statutorily required pension fund contributions which includes annual employer contributions into the Police Pension Fund, Firefighters' pension plans as well as the Illinois Municipal Retirement Fund.

B. An Ordinance Repealing Chapter 15, Article XIX of the Village Code Entitled "Vehicle Licenses" in its Entirety, Effective May 1, 2026
As discussed at the November 11, 2025, Village Board Committee of the Whole meeting, discontinuation of the annual vehicle license (aka vehicle sticker) is proposed by levying the net revenue which was generated by the vehicle sticker fee as a property tax.

C. An Ordinance Adopting the Tax Year 2025 Property Tax Levy
As reviewed by the Village Board at the November 11, 2025 Committee of the Whole, the property tax levy ordinance has been prepared.

D. An Ordinance Abating a Portion of the Tax Year 2025 Property Tax Levy for Debt Service
This ordinance authorizes the use of other revenue sources, such as user fees, to partially pay for debt service, via an abatement of a portion of the property taxes which Village collects from designated user fees and/or revenue sources other than property taxes. Such annual abatements are typically anticipated and planned for at the time of a bond issuance and appropriated as such for each budgetary fiscal year.

10. PLANNING AND ECONOMIC DEVELOPMENT

A. A Public Hearing for a Special Permit Renewal at 2705 Techny Road for an Existing Cell Tower
The Applicant requests a renewal of an existing special permit to allow continued operation for a personal wireless service antennas.

B. A Public Hearing to Amend Ordinance No. 2012-36 for an Assisted Living Facility at 1000 Sunset Ridge Road
The owner is seeking to amend special permit Ordinance No. 2012-36 to remove the requirement for Board of Trustees approval for changes to the operator.

C. A Public Hearing to Consider Amendments to Article 2, Article 6, and Article 9 of the Northbrook Zoning Code as it relates to the Architectural Control Commission and Zoning Board of Appeals
As discussed at the October 7, 2025 Village Board Committee of the Whole meeting, amendments to the Zoning Code have been prepared to assign duties of the Architectural Control Commission to the Zoning Board of Appeals due to the streamlined review procedures established by the recent update to the Zoning Code.

D. An Ordinance Approving the Renewal of a Special Permit for a Personal Wireless Service Antenna in the IB District (TowerCo IV, LLC)(Docket No. BOT-

25-17)
TowerCo IV, as applicant of 2705 Techny Road, has requested renewal of a Special Permit previously granted and requires the Village Board hold a Public Hearing.

E. An Ordinance Amending Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility, More than One Principal Structure on a Single Zoning Lot, Building Height in Excess of the RS District Limit, Floor Area Ratio in Excess of RS District Limit, and Site Plan Approval (North Shore Place â€“ 1000 Sunset Ridge Road)
The property owner is requesting to amend the original approval to eliminate the requirement that the Village Board of Trustees must approve any transfer of operators for the senior living facility located at 1000 Sunset Ridge following a public hearing scheduled as part of this same meeting of the Village Board.

F. An Ordinance Amending the Northbrook Zoning Code Regarding the Architectural Control Commission and Zoning Board of Appeals (Docket No. BOT-25-18)
The ordinance will assign the duties of the Architectural Control Commission to the Zoning Board of Appeals in an initiative to simplify the zoning review process for customers following a public hearing.

G. An Ordinance Amending Chapter 2, Chapter 6, and Chapter 22 of the Northbrook Municipal Code Concerning Commissions and Amending the Annual Fee Ordinance
Chapters 1, 2, 6, and 22 of the Municipal Code are being amended along with the Annual Fee Ordinance to align with the newly adopted Zoning Code; and updates the Commission responsibilities for the Zoning Board of Appeals, as well as acknowledge the work of the Architectural Control Commission and the recommendations from the Economic Strategy Commission and the conclusion of their work.

11. COMMUNITY AND SUSTAINABILITY

A. A Resolution Approving an Agreement with Garland/DBS, Inc. of Cleveland Ohio for the Purchase and Installation of Solar Panels on the Public Works Center Roof
As part of the Village's commitment to sustainability, the installation of solar panels will provide an opportunity for the facility to offset energy consumption at the Public Works Center by generating renewable energy.

12. HOUSING

13. LABOR RELATIONS

14. PUBLIC WORKS AND FACILITIES

A. A Resolution Amending the Master Construction Manager At Risk Agreement for the Second/Final Guaranteed Maximum Price for Construction of the Fire Station #11 with Leopardo Construction, Inc. of Hoffman Estates, Illinois
At the August 26, 2025 Board meeting, Resolution 2025-133 directed staff to have construction documents developed which would be the basis for the final construction cost for new Fire Station 11 to be located at 820 Dundee Road.

15. PUBLIC SAFETY

16. COMMUNICATIONS AND OUTREACH

A. A Resolution Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix

This Agreement confirms the Northbrook Grand Prix will be part of the 2026 "Chicago Grit" bicycle racing series on Thursday, July 23, 2026 marking the fifth year Northbrook is one of ten host communities.

B. A Resolution Authorizing the Northbrook Civic Foundation's Use of the Commuter Parking Lot for 2026 Northbrook Days Subject to Various Conditions

The Northbrook Civic Foundation has requested permission to use the West Metra Lot to host the Northbrook Days Festival in 2026 subject to a Special Event Permit pursuant to Chapter 15, Article 24 of the Municipal Code.

17. REMARKS FOR THE GOOD OF THE ORDER

18. CLOSED SESSION

19. 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.

WEEKLY MANAGER'S REPORT

WEEK ENDING NOVEMBER 14, 2025

Meetings of the Village Board

- There are no meetings of the Village Board next week.

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on November 14, 2025.

Save the Date

Happy Anniversary Northbrook!
Tuesday, November 18
On November 18, 1901, Shermerville, now known as Northbrook, was officially incorporated as a village. The historic vote was close, with 35 votes in favor, 32 against, and two spoiled ballots, passing by just three votes. Since then, Northbrook has grown from a small community into the vibrant village we know today. As we mark this milestone, it's a wonderful time to reflect on our history, honor those who shaped our community, and look ahead to the future. Happy 124th Anniversary, Northbrook!

Coat Off Your Back & Toys For Tots Donations
The Village is partnering with the Northbrook Rotary for their annual "Coat Off Your Back" drive and the U.S. Marine Corps "Toys for Tots" annual toy collection drive as well.

Donate winter coats and new toys at the Police Department (1401 Landwehr Rd), Fire Station 11 (740 Dundee Rd), or Village Hall (1225 Cedar Ln) now through mid-December.

Illuminate Northbrook
Friday, November 21, at 5:30 p.m.
📍 **Northbrook Downtown**
Gather in the heart of Northbrook to kick off the holiday season with complimentary hot chocolate as we turn on the holiday lights and illuminate downtown Northbrook. Don't forget to bring your gently used coats as a donation to the Rotary Club of Northbrook's annual "Coat Off Your Back" collection drive which provides winter coats for infants, children, teens, and adults via multiple outlets serving people in need. Anyone who donates a coat at the Rotary Hot Cocoa

Tent will receive a commemorative Illuminate Mug from the Village (while supplies last). After the illumination, remain downtown and enjoy the ambiance, and support local businesses by shopping and dining!

WaterSmart Open Houses

📍 **Village Hall Board Room**

The Village's contractor for the Automated Water Meter Project and Village staff will host WaterSmart Customer Portal Open Houses in the Village Hall Board Room on:

- Tuesday, December 2 from 2-3 p.m.
- Wednesday, December 3 from 2:30-3:30 p.m.
- Thursday, December 11 from 6-7 p.m.

Sessions will cover how to register, key portal features, and ways to customize WaterSmart to fit your needs. Attendees are encouraged to register for the portal in advance or bring their account number, along with a smartphone, tablet, or laptop for on-site setup assistance.

Updates

Village of Northbrook Strategic Plan: Participate Online Through November 17

Now through November 17, 2025, residents and community stakeholders are invited to visit the Strategic Planning website to learn about the process and contribute their feedback. Residents and stakeholders are encouraged to take the survey and post their responses on the online forum and ideas wall.

Click here - Strategic Planning website - to get started!

Sales Tax Monthly Report

The monthly sales tax data found at this link for collections through August 2025 (distributed to the Village in November 2025) came in at $1,855,834 which is $281,735 or 17.8%, greater than the monthly amount collected in November 2024 (August 2024). This sales tax amount included the automatic 1% municipal, 1% home rule, and 3% local cannabis taxes.

Extension Of Time to Use Gas Powered Leaf Blowers

Effective October 31, 2025, the Village Manager has determined that the use of gas-powered leaf blowers in the fall of 2025 shall be permissible for an additional month through December 31, 2025.

Click here – Gas Powered Leaf Blower Extension – for more information

Building Permit Activity:

Shelle Jewelers, located at 322 Skokie Boulevard, received a conditional occupancy approval for the completion of a new second-story addition and interior renovations.

WEEKLY MANAGER'S REPORT

WEEK ENDING NOVEMBER 21, 2025

Meetings of the Village Board

- There are no meetings of the Village Board next week.

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on November 21, 2025.

Save the Date

WaterSmart Open Houses
📍 **Village Hall – Board Room**
The Village is hosting several Open Houses for residents to learn about using the new WaterSmart Customer Portal at Village Hall on:

- Tuesday, December 2 from 2-3 p.m.
- Wednesday, December 3 from 2:30-3:30 p.m.
- Thursday, December 11 from 6-7 p.m.

Attendees can learn how to register, key portal features, and ways to customize WaterSmart to fit your needs and reduce unnecessary water use. These meetings are intended for anyone who has already registered as well as those who need assistance getting started! Please bring your water account number to the meeting along with your personal smartphone, tablet, or laptop for on-site setup assistance.

Coat Off Your Back & Toys for Tots Donations
The Village is partnering with the Northbrook Rotary for their annual "Coat Off Your Back" drive and the U.S. Marine Corps "Toys for Tots" annual toy collection drive as well.

Donate winter coats and new toys at the Police Department (1401 Landwehr Rd), Fire Station 11 (740 Dundee Rd), or Village Hall (1225 Cedar Ln) now through mid-December.

Updates

Village Strategic Plan: Online Participation Extended to December 19
With the Thanksgiving holiday approaching, the Village is providing additional time to the community to participate online in the Village's first-ever Strategic Plan. Please take time to fill out the online survey and share your vision and ideas for the future of Northbrook through December 19. **Click here - Strategic Planning website - to get started!**

Appreciation is extended to everyone who attended in-person forums earlier this month with BerryDunn, who facilitated these community forums and shared their vision for the future of Northbrook!

Gateway Sign Installation Update
The Village's contractor has installed eight new gateway signs throughout the Village. It is noted that one sign on Waukegan near Royal Ridge is being removed and will reinstalled in the spring of 2026 following review of several factors, including Illinois Department of Transportation (IDOT) requirements for a new location, also on Waukegan, a state route. The Village is additionally working with the contractor on several contract requirements that are outstanding, including the solar equipment for illuminating signs in the evening hours.

Public Works Assisting Residents with Leak Checks
Since the leak alerts went live, the Public Works Department has visited forty-one (41) homes to help residents identify potential leaks with crews finding a leak that triggered the alert in more than 60% of the visits. Customers are encouraged to use the WaterSmart portal tools to diagnose leaks after receiving an alert or contact the Utility Billing team at 847-272-4171 during normal business hours or the Police non-emergency line at 847-564-2060 after normal business hours or on weekends with questions before contacting a plumber. Customers are encouraged to register for the WaterSmart portal to view their usage, current bill amount, and learn about ways to reduce their water usage at northbrookil.watersmart.com.

Once registered for the portal, customers can:

- Update their leak settings to reflect their usage.
- Complete the customer profile which can help more accurately predict leaks.
- Set up alerts to monitor their usage.
- Use the tools in the portal to help diagnose a leak and use videos in the portal to make repairs.

Please see the above information on open houses for residents to learn more about using the new Portal.

Shermer Road Corridor Improvements
Work on mast arm installation for lighting and signals near the intersection of Sherman Drive and Shermer Road continues along with parkway restoration of the parkway. It is expected that

concrete paving work will be completed this year prior to the contractor removing traffic control from the roadway as remaining work stops during the winter as substantial completion for the roadway and side path work is anticipated by mid-December.

2025 Concrete Street Patching Improvements Project Underway

The Village and its contractors are continuing cleanup activities in the Sky Harbor Industrial Park as the concreate street restoration project approaches seasonal completion. All concrete panels and patches have been completed on Academy Drive, Arnold Lane, and Doolittle Drive. Concrete pours on Landwehr Road and Shannon Road are scheduled for Thursday and Friday of this week. Next week, the focus is on finishing any remaining panel removals and replacements throughout the project limits.

Field Testing of Water Mains and Hydrants for Leaks Continuing

As part of the Village's water loss control program, the village proactively seek out and tests for leaks in our water mains. The Village's contractor uses audio equipment that attaches to hydrants and valves within the water distribution system to listen for leaks on our water mains. The contractor has completed approximately 70% of the planned work for this year. With this work, residents may see the contractor in the parkway in front of their homes, but the contractor will not have to enter anyone's home.

Public Works Participates in ComEd Joint Operations Center Drill

On Thursday, November 13 staff from the Public Works Department participated in ComEd's annual Joint Operations Center emergency drill. The training is provided to municipal staff on how emergencies such as large scale/area wide outages (defined as 50% of the region is without power for at least 3 hours) will be managed by the electric utility in conjunction with municipalities. Municipalities have input on outage restoration priorities to ensure critical facilities such as Police, Fire, Village Buildings, and nursing homes/health facilities get restored as quickly as possible.

Fall Parkway Tree Planting

The Village's Fall Parkway Tree Planting Program will begin on December 3. Through this program, the Village will plant 253 trees which includes 57 new, non-replacement trees. The total number of parkway trees planted by the Village in FY 2025-26 will be 548, exceeding the goal outlined in the budget of 500 trees.

Building Permit Activity:

- Permits were issued for the Gateway Townhomes development units 1171 Gateway – 1187.

Building License Activity:

- A business license was issued to Sacred Productions, LLC located at 1918 Raymond Dr.

Employee News

Congratulations to Northbrook Police Detective Caitlin McKenzie who has been selected to receive the Son's of the American Legion Outstanding Police Officer of the Year Award for 2025. Detective McKenzie serves on the Crisis Response Team as a Crisis Intervention Team (CIT) Certified Police Officer. CIT officers are specially trained to help those experiencing a mental or behavioral health crisis with safety, care, and connection to resources. Additionally, Detective McKenzie is a Crime Scene Investigator and is a Team Lead for the North Regional Major Crimes Task Force (NORTAF) Forensic Unit. Her commitment to excellence is being recognized along with her work in peer support as Northbrook Police focus on providing all public safety employees with the opportunity to receive emotional and tangible support through times of personal or professional crisis. Please join us in recognizing Detective McKenzie and congratulating her on this award.

WEEKLY MANAGER'S REPORT

EARLY THANKSGIVING EDITION FOR THE WEEK ENDING NOVEMBER 28, 2025

Village Offices are closed November 27 & 28 for the Thanksgiving Holiday

Meetings of the Village Board

- There are no meetings of the Village Board next week.

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on November 28, 2025.

Save the Date

WaterSmart Open Houses
📍 Village Hall – Board Room
The Village is hosting several Open Houses for residents to learn about using the new WaterSmart Customer Portal at Village Hall on:

- Tuesday, December 2 from 2-3 p.m.
- Wednesday, December 3 from 2:30-3:30 p.m.
- Thursday, December 11 from 6-7 p.m.

Attendees can learn how to register, key portal features, and ways to customize WaterSmart to fit your needs and reduce unnecessary water use. These meetings are intended for anyone who has already registered as well as those who need assistance getting started! Please bring your water account number to the meeting along with your personal smartphone, tablet, or laptop for on-site setup assistance.

Coat Off Your Back & Toys for Tots Donations
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Donate winter coats and new toys at the Police Department (1401 Landwehr Rd), Fire Station 11 (740 Dundee Rd), or Village Hall (1225 Cedar Ln) now through mid-December.

Updates

Village Strategic Plan Online Participation Extended to December 19

The Village has provided additional time to the community to participate online in the Village's first-ever Strategic Plan. Please take time to fill out the online survey and share your vision and ideas for the future of Northbrook through December 19. Click here - Strategic Planning website - to get started!

Concrete Street Patching Improvements Project Completed for 2025
The Village's contractor has completed all calendar year Concrete Street Patching Improvements with operations resuming in the Spring of 2026 to replacing concrete panels within a designated area of the Charlemagne Subdivision.

Shermer Road Corridor Improvements
During the week of November 24, the contractor continued work on Shermer Road between Willow Road and Walters Avenue, including removing and replacing concrete panels in the center lane from Techny Road to Walters Avenue. Crews also continued installing mast arms for lighting and signals near Sherman Drive. In the Metra Lot, the contractor removed existing pavement and curbs for the driveway aprons and began pouring new concrete aprons. This work will require closing some entrances through the end of November.

Substantial completion of the roadway and side-path work is expected during the week of December 8. Work on the Metra Lot improvements, median plantings, and tree planting will begin in the Spring of 2026, with anticipated completion by Memorial Day.

Public Works Fleet Division Outfitting New Ambulance 11
The Fleet Division of Public Works has completed the upfitting of Ambulance 11 (aka Unit 67) for service. The new ambulance passed its inspection by the Illinois Department of Health, and the ambulance was placed into service on Monday, November 24. The Fleet Division will now begin the process of converting Ambulance 10R (Unit 64) to the Fire Department's Dive Rig.

Snow and Ice Control Operations
In preparation for potential snowfall starting predicted for this coming Saturday, Public Works crews are monitoring the forecast and prepared to begin early winter operations. Continue reading to learn more about what Public Works when winter weather is predicted.

- Street Plowing and salting begins whenever accumulating snow, sleet, ice or freezing rain are imminent and could be potentially hazardous to the community. Depending on the event, seven salt trucks typically start with more being added if accumulations reach 1.5 to 2 inches. Plowing and salting will continue until the event ends with the goal being to plow and salt all roads within four to six hours after snowfall stops. Learn more about street plowing on the Street & Roadway Plowing page on the Village website.
- Sidewalks are cleared as soon as possible after street plowing begins. Clearing typically takes place concurrently with street plowing or as soon as possible after the snowfall event stops. Learn more about sidewalk clearing on the Sidewalk Plowing page on the Village website.
- Commuter lots are cleared as soon as possible following a snowfall event with the goal being to keep the lots as open as possible during and after an event. Learn more about commuter lot clearance, on the Municipal Facilities and Commuter Lot page.

The Village's Public Works Department team removes snow and ice from approximately 125 center lane miles of roadway owned by the Village of Northbrook as well at municipal parking lots and adjacent walkways. Snow and ice control operations are prioritized to first plow and

salt roadways, followed by parking lots, and lastly to plow public sidewalks (it is noted that Public Works also plows “arterial” public sidewalks that are used by children to get to school, commuters to get to the train station, and the public for shopping and recreational purposes).

The 125 center lane miles of roadway translates into approximately 539 plow lane miles – or about the same distance as driving from Northbrook to Buffalo, New York. Plow lane miles are an accurate measure of the distance that Public Works crews plow because streets require multiple passes with the snowplow to clear the full width of the road for travel. Wider arterial streets can take significantly more passes to clear.

It is the goal of the Public Works team to maintain all roadways in a safe and passable condition for the duration of winter storms. The Village strives to have all streets cleared curb to curb and salted within 4 to 6 hours after a snowfall has ended. Parking lots, municipal facilities, and sidewalks are completed during snow and ice events as staffing levels and weather conditions allow. To learn more about the Village's Snow & Ice Control Program, see this presentation.

Reminder that Fall Leaf Clean Up with Gas Powered Leaf Blowers Extended

In October, the Village Manager extended the use of gas-powered leaf blowers for the fall of 2025 by an additional month through December 31, 2025, due to weather conditions and temperatures that delayed leaves falling. This determination allows residents, commercial landscapers, and public entities sufficient time to remove/clean up leaves once they have fallen and was in accordance with the Municipal Code seasonal restrictions that prohibit the use backpack and handheld portable gas-powered leaf blowers except during the spring (between April 1 to April 30) and fall (between October 1 to November 30) each year. The Municipal Code provides for the village manager to waive enforcement of the prohibition on gas-powered leaf blowers in limited circumstances such as weather.

Thanking our Employees

Thanksgiving most often reminds me that exceptional people work for the Village of Northbrook. With snowfall predicted this weekend, I know that weekend plans are changing for many of our public works employees who will report to work at a time to be determined, based upon Saturday’s weather. Regardless of weather, 69% of our 270+ employees are part of a 24/7/365 workforce; they ensure our community’s safety as first responders, and deliver safe drinking water, and plow snow, and work away from the public eye supporting a complex infrastructure which makes these services possible.As we celebrate Thanksgiving, I want to give thanks and express my gratitude to each employee of the Village. You each make Northbrook an amazing place. I appreciate you. Thank you for carrying out the important work of local government.

WEEKLY MANAGER'S REPORT

WEEK ENDING DECEMBER 5, 2025

Meetings of the Village Board

Tuesday, December 9, 2025

Committee of the Whole Meeting – 6:00 p.m. in the Terrace Room
Village Board Regular Meeting – 7:30 p.m. in the Board Room

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on December 5, 2025.

Save the Date

WaterSmart Open Houses
📍 **Village Hall – Board Room**
Please join the Village for its final Open House of the year for residents to learn about using the new WaterSmart Customer Portal at Village Hall on Thursday, December 11 from 6-7 p.m. Attendees can learn how to register, key portal features, and ways to customize WaterSmart to fit your needs and reduce unnecessary water use. Please bring your water account number to the meeting along with your personal smartphone, tablet, or laptop for on-site setup assistance.

Coat Off Your Back & Toys for Tots Donations
The Village is partnering with the Northbrook Rotary for their annual "Coat Off Your Back" drive and the U.S. Marine Corps "Toys for Tots" annual toy collection drive as well. Donate winter coats and new toys at the Police Department (1401 Landwehr Rd), Fire Station 11 (740 Dundee Rd), or Village Hall (1225 Cedar Ln) now through mid-December.

Updates

Village Strategic Plan: Online Participation Until December 19
The Village has provided additional time to the community to participate online in the Village's first-ever Strategic Plan. Please take time to fill out the online survey and share your vision and ideas for the future of Northbrook through December 19.

Click here - Strategic Planning website - to get started!

Initial Round of Water Meter Project Notices Mailed – November 26, 2025
An initial round of 355 letters has been mailed to customers who have not yet scheduled their water-meter replacement. These customers have already received the three postcards sent by Veregy, as well as follow-up calls from both Veregy and the Village. The letter instructs customers to schedule their replacement appointment by December 16, 2025. A second letter will be mailed on December 17 to any customers who still have not scheduled their appointment. To avoid disruption to water service, customers are strongly encouraged to schedule their meter replacement as soon as possible. Under Section 27-34(b) of the Municipal Code, customers are required to provide access to their water meter for reading, testing, or replacement.

Snow and Ice Control Operations
The Public Works Department conducted snow and ice control operations on Saturday, November 29 through Sunday, November 30 and again on Monday, December 1 through Tuesday, December 2. During the weekend event Public Works crews utilized 628 tons of salt and 2,016 gallons of calcium chloride. During Monday night's storm, 316 tons of salt were used and 1,050 gallons of calcium chloride. In advance of snow predicted for Monday, December 8, Public Works crews will be pre-treating roadways with organic de-icing material on Friday, December 5.

Pothole Patching Cycle – Began Week of December 1, 2025
Despite the winter weather, the Public Works Department began a cycle of pothole patching this week. Through this cycle, Public Works crews will systematically work their way through the community patching potholes. Should a resident or business be aware of a pothole on a Village roadway, they can report it through the GoGov work order system or by contacting the Public Works Department at 847-272-4711 or. It is important to remember that some major arterial roads such as Dundee Road, Waukegan Road, Sanders Road, or Sunset Ridge Road are owned and maintained by the Illinois Department of Transportation or Cook County Department of Transportation and Highways.

Shermer Road Corridor Improvements
The Village's contractor, ALamp will be working to complete hot mix asphalt patching at various sidewalks for the winter as well as lighting work at Shermer and Sherman Roads. Following these operations, work will pause for the winter and resume in the spring as weather allows. Target completion date for the project is May 22, 2026. During the winter, the contractor will continue to maintain barricades and the construction site. Residents or businesses with questions or concerns can contact Project Manager Michael Weller at 847-272-4711 for assistance.

Storm Sewer Cleaning
For Fiscal Year 2025–2026, Public Works crews cleaned a total of 1,082 feet of storm sewer this week, bringing the total feet of sewer cleaned this fiscal year to 233,720. With that, 204 of

the Village's 2,715 storm inlets, and 445 of 4,561 catch basins. This work is an essential part of the Village's stormwater management program. Regular inlet and catch basin cleaning help to prevent debris from entering the storm sewer system and creating blockages that can cause flooding.

Employee News
Please join us in welcoming the newest members of the Northbrook Police Department, Jessica Ramirez and Alex Bernadino. Jessica brings prior experience in law enforcement and will begin field training soon. Alex will start the police academy in January as he begins his path into the profession.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN NOVEMBER 1, 2025 - NOVEMBER 15, 2025
FOR 12/09/25 MEETING

Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
311265	3M COMPANY	SUPPLIES - PW	1,008.84
311305	A EPSTEIN AND SONS INTL INC	PROFESSIONAL SERVICES - PW (*)	625.39
311273	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES/PARTS - PW	76.93
311335	ADAM WORTHINGTON	REIMBURSEMENT- PD	17.82
8011(A)	ADDIS LAW GROUP	LEGAL FEES - GG	17,000.00
311316	ADVANCE AUTO PARTS	PARTS - PW	150.34
311317	ADVANCED ELEVATOR COMPANY	SERVICES - PW (*)	15,617.51
7975(A)	ADVANCED TREE CARE	SERVICES - PW (*)	1,845.00
311332	AETNA TRUCK PARTS INC	PARTS - PW/FD	1,421.50
7976(A)	AIR ONE EQUIPMENT INC	EQUIPMENT/TOOLS - FD	5,435.00
8002(A)	AL WARREN OIL CO INC	FUEL/SUPPLIES - PW/FD/PD	12,762.12
311336	ALAN SMITH	REIMBURSEMENT - PD	122.10
7998(A)	ALPHAGRAPHICS US333	SUPPLIES - GG	25.00
44(E)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE PAYMENT - FIN	9,653,801.24
311234	AMALGAMATED BANK OF CHICAGO	BOND ADMIN FEE - FIN	475.00
311334	AMANDA WRANN	REIMBURSEMENT - PD	95.70
8003(A)	AMAZON.COM SERVICES INC	SUPPLIES/EQUIPMENT/PARTS - GG/PW/IT/PD/FD/FIN	3,848.64
8005(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	642.38
311337	ANGELIKA MCGEE	REIMBURSEMENT - PD	7.20
311338	ANTHONY ARGUETA	REIMBURSEMENT - PD	48.30
311297	ARTISTIC ENGRAVING	UNIFORMS - PD	264.78
311240	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS/EQUIPMENT - IT	13,077.72
8000(A)	ATLAS ENGINEERING GROUP LTD	SHERMER CORRIDOR ENG. SERVICES - PW (*)	101,399.43
311326	ATLASTICITY LLC	PROFESSIONAL SERVICES - IT	429.05
7977(A)	BATTERY SERVICE CORPORATION	PARTS - PW/PD	1,289.15
311333	BCBS OF ILLINOIS REFUND & RECOVERY	OVERPAYMENT REFUND - FD	1,387.24
311314	BIG BELLY SOLAR LLC	TRASH/RECYCLING RECEPTACLES - PW (*)	2,171.98
8010(A)	BLUE SKY MARKETING GROUP	COMMUNITY PROMOTION - GG	2,117.37
311236	BOUND TREE MEDICAL LLC	SUPPLIES - FD	859.89
311346	BRIAN FLEMING	REIMBURSEMENT- FD	70.57
7978(A)	BS&A SOFTWARE	PAYMENT PROCESSING SERVICES - FIN (*)	18,739.49
311298	BUILDERS ASPHALT LLC	MATERIALS - PW (*)	581.46
311237	BURRIS EQUIPMENT COMPANY	EQUIPMENT - PW	509.00
8015(A)	CAHILL HEATING & COOLING	SERVICES - PW (*)	7,125.00
311238	CASE LOTS INC	SUPPLIES - PW	2,031.45
311309	CERTIFIED LABORATORIES	SUPPLIES - PW	1,047.95
7979(A)	CHICAGO COMMUNICATIONS LLC	PROFESSIONAL SERVICES - PD	1,110.45
8013(A)	CHICAGO PARTS & SOUND ENTERP LLC	PARTS - PD	391.61
311239	CHICAGO TRIBUNE	PUBLISHING - FIN	2,016.00
311290	CINTAS CORPORATION #2	UNIFORMS - PW	230.64
311242	COMCAST CABLE	TELECOMMUNICATIONS - IT	587.00
311241	COMCAST CABLE	CABLE/INTERNET - PD	128.80
311325	CONSENSUS CLOUD SOLUTIONS LLC	SUBSCRIPTION - IT	99.95
311243	COSTAR REALTY INFORMATION INC	SUBSCRIPTION - DPS	1,136.05
311244	CUTLER WORKWEAR	UNIFORMS - PW (*)	2,510.46
311319	DACRA TECH LLC	SUBSCRIPTION - IT (*)	2,500.00
311345	DAN COOK	REIMBURSEMENT - PW	30.00
311351	DEBBY BEERMAN	RESIDENT REIMBURSEMENT - PW	1,050.00
311266	DISTRICT 28 MUSIC PARENTS CLUB	VILLAGE WREATHS - PW	1,120.00
7980(A)	DREISILKER ELECTRIC MOTORS INC	PARTS - PW	207.24
311246	EL-COR INDUSTRIES INC	PARTS - PD/PW	546.37
311276	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - FD/PD (*)	1,240.00
311339	ERIC GUSTASON	REIMBURSEMENT - PD	204.60
7981(A)	FASTSIGNS	SUPPLIES - PD	60.01
311262	FBI-LEEDA INC	MEMBERSHIP - PD	50.00
311313	FGM ARCHITECTS INC	FACILITY CAPITAL PROJECTS - PW/FD (*)	133,637.50
311247	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	1,624.79
7999(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	1,781.25
8001(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN/SUPPLIES - PW/FD	1,576.32

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
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INVOICES PROCESSED BETWEEN NOVEMBER 1, 2025 - NOVEMBER 15, 2025
FOR 12/09/25 MEETING

Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
311315	FLECK'S LANDSCAPING	SERVICES - PW (*)	1,846.00
311248	FOOT STONE INC	PROFESSIONAL SERVICES - PW (*)	3,272.25
311235	G.W. BERKHEIMER CO INC	PARTS - PW	543.90
7982(A)	GALLS LLC	UNIFORMS - PD	1,607.10
8021(A)	GENUINE PARTS COMPANY INC	PARTS - PD/PW/FD	1,524.72
311249	GLOBAL INFRASTRUCTURE LLC	PROFESSIONAL SERVICES - PW (*)	27,508.70
311250	GOLF MILL FORD	PARTS - PW/PD	888.86
311321	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	1,787.82
311352	GORDON FLESCH COMPANY INC.	EQUIPMENT - IT	6,202.00
7983(A)	GRAINGER	PARTS/SUPPLIES - PW	293.83
8007(A)	GRANITE TELECOMMUNICATIONS LLC	TELECOMMUNICATIONS - IT	3,719.43
311251	GRAPHICS 2000 INC	SUPPLIES - FIN	1,095.48
311252	HASTINGS AIR ENERGY CONTROL	PARTS - FD	1,284.88
311304	HEARTLAND BUSINESS SYSTEMS LLC	PROFESSIONAL SERVICES - IT	292.50
311253	HENRICKSEN & COMPANY INC	EQUIPMENT- IT	4,641.36
7985(A)	HIGHLAND PARK FORD LINCOLN	VEHICLE/PARTS - PW/PD (*)	46,781.99
311318	HOUSEAL LAVIGNE ASSOCIATES LLC	PROFESSIONAL SERVICES - DPS (*)	732.50
7986(A)	HUFF & HUFF INC	PROFESSIONAL SERVICES - PW	4,147.50
311353	IDLEWOOD ELECTRIC SUPPLY INC	PARTS - FD	2.53
311296	IFSAP	FIRE ADMIN RELATION - FD	350.00
311299	IL DEPT. OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT (*)	3,022.89
311256	ILLINOIS FIRE CHIEFS ASSOCIATION	TRAINING - FD	300.00
311258	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	316.00
311257	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
311281	ILLINOIS SECRETARY OF STATE	PLATES - FD	8.00
311324	IMPERIAL SUPPLIES LLC	PARTS - PW	406.50
311254	INTERNATIONAL ASSOC OF FIRE CHIEFS	MEMBERSHIP - FD	235.00
311259	INTERSTATE POWER SYSTEMS INC	GENERATOR REPLACEMENT - PW (*)	2,500.00
311260	J.G. UNIFORMS INC	UNIFORMS - PD	720.30
311347	JACQUELINE DURMENT	REIMBURSEMENT- FD	169.94
311340	JAKE PAWLICKI	REIMBURSEMENT - PD	191.13
311341	JON GARCIA	REIMBURSEMENT - PD	150.00
311328	KASPER & NOTTAGE P C	LEGAL FEES - GG	7,000.00
311291	LABSOURCE INC	SUPPLIES - FD	1,587.50
311261	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	129.00
8018(A)	LAKELAND ELEVATOR CORPORATION	SERVICES - PW (*)	3,290.00
311263	LEACH ENTERPRISES INC	PARTS - FD	471.71
311312	LINDE GAS & EQUIPMENT INC	SUPPLIES - FD/PW	368.95
8004(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD/PW	1,862.59
311327	MARK 1 LANDSCAPE INC	SERVICES - PW (*)	4,040.88
311348	MAUREEN MORRISSEY	REIMBURSEMENT- FD	154.98
8022(A)	MECHANICAL EQUIPMENT INC	PARTS - PW	175.00
311264	MENONI & MOCOGNI INC	MATERIALS - PW (*)	1,212.40
8006(A)	MERCHANTS' CREDIT GUIDE CO	COLLECTIONS - FIN	245.65
8017(A)	MES SERVICE COMPANY LLC	PARTS - FD	5,475.00
7988(A)	MID AMERICAN WATER OF WAUCONDA INC	WATER MAIN PARTS - PW (*)	6,956.08
311311	MIDWEST POWER INDUSTRY INC	SERVICES - PW	516.00
8019(A)	MILLER PIPELINE LLC	SIDEWALK IMPROVEMENTS - PW (*)	7,121.58
311342	MILLIE GOMEZ	REIMBURSEMENT - PD	42.09
311301	MINDSIGHT	SUBSCRIPTION - IT (*)	29,339.10
8009(A)	MONICA ARGUMEDO MD LLC	PROFESSIONAL SERVICES - PD	1,200.00
7989(A)	MOTION INDUSTRIES INC	PARTS - PW	1,298.73
7990(A)	MOTOROLA SOLUTIONS INC	MONTHLY RADIO NETWORK/EQUIPMENT - PD/FD	10,800.68
7991(A)	NEMETH GLASS OF ILLINOIS INC	SERVICES - PD/FD	824.25
311275	NICOR	UTILITIES - PW	3,059.17
311269	NIPSTA	TRAINING - FD	285.00
311270	NIPSTA	TRAINING - FD	240.00
311268	NIPSTA	TRAINING - PW	190.00
311271	NORTH AMERICAN CORPORATION OF IL	SUPPLIES - PW	1,632.44

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311274	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	200.00
43(E)	NORTHBROOK BANK AND TRUST	DEBT SERVICE PAYMENT - FIN	172,423.00
7992(A)	NORTHBROOK PARK DISTRICT	BREWFEST - GG (*)	10,000.00
311272	NORTHBROOK POSTMASTER	NEWSLETTER POSTAGE - GG	6,000.00
311278	NORTHWEST FREIGHTLINER	PARTS - PW/FD	303.97
311277	NORTHWEST POLICE ACADEMY	TRAINING - PD	25.00
311349	OSCAR VAZQUEZ	REIMBURSEMENT - FD	41.00
311310	PACE ANALYTICAL SERVICES LLC	SERVICES - PW	1,063.40
7993(A)	PARKMOBILE LLC	MONTHLY SERVICE FEES - PW	1,258.65
311302	PATRIOT PAVEMENT MAINTENANCE	ASPHALT CRACK REPAIR - PW (*)	25,000.00
7994(A)	PAUL CONWAY SHIELDS INC	NEW ISSUE GEAR - FD	1,531.00
311350	PETE MENSCHING	REIMBURSEMENT - FD	41.67
311320	PLUNKETT'S PEST CONTROL INC	SERVICES - PW	151.41
7995(A)	POMP'S TIRE SERVICE INC	TIRES - PW/FD/PD	2,074.04
311300	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	650.00
311331	REDLINE GEAR CLEANING	SERVICES - FD	12,575.00
311303	RICKMAN CONTRACT SERVICES INC	SERVICES - FIN (*)	6,900.00
311279	RLB HYDRAULIC SERVICES	SERVICES - PW	655.79
8020(A)	ROBE INC	PUMP STATION BUILDING REPAIR - PW (*)	61,370.99
311280	RUSH TRUCK CENTERS OF ILLINOIS	PARTS/SUPPLIES - FD/PW	3,579.92
311330	SAE GROUP	PARTS/SERVICES - FD	4,875.00
311343	SCOTT LUBIAK	REIMBURSEMENT - PD	38.25
311282	SOIL & MATERIAL CONSULTANTS INC	SERVICES - PW	1,098.22
7996(A)	SPOK INC	SERVICES - PW	67.68
311283	STANDARD EQUIPMENT COMPANY	PARTS - PW	1,150.30
311295	STATE GRAPHICS	PRINTING - GG/FIN (*)	20,308.25
311284	STRYKER SALES CORP	SERVICES - FD	324.00
311285	SUNSET FOOD MART INC	CANTEEN - GG	14.95
311286	SWANSONS BLOSSOM SHOP	EMPLOYEE RELATION - FD	108.95
311307	SYMMETRY ENERGY SOLUTIONS LLC	UTILITIES - PW	1,666.19
7987(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
8008(A)	THE ORGANIC GARDENER LTD	PROFESSIONAL SERVICES - GG	850.00
7997(A)	THOMSON REUTERS	SUBSCRIPTION - PD	349.30
311344	TODD FEINGOLD	REIMBURSEMENT - PD	123.97
311287	TURNOUT RENTAL	SERVICES - FD	913.00
311323	ULB-DRY WATERPROOFING INC	DRAINAGE IMPROVEMENTS - PW (*)	41,474.00
311308	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	150.00
311329	UNITED SYSTEMS & SOFTWARE INC	WATER METER PROJECT - PW (*)	1,653.00
8014(A)	UNIVAR SOLUTIONS USA LLC	CHEMICALS - PW (*)	4,583.52
311294	UNIVERSITY OF ILLINOIS	TRAINING - FD	600.00
7984(A)	USABLUEBOOK	SUPPLIES - PW	265.62
8012(A)	VEREGY CENTRAL LLC	WATER METER PROJECT - PW (*)	584,960.43
311306	VERIZON CONNECT NWF INC	SERVICES - PW	1,171.09
311288	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	1,052.11
311245	W S DARLEY & COMPANY	BUNKER GEAR - FD (*)	53,055.97
8016(A)	WATERSMART SOFTWARE INC	SUBSCRIPTION - PW (*)	26,808.07
311289	WEST SIDE TRACTOR SALES	SUPPLIES/PARTS - PW	2,948.41
311292	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PD	4,501.16
311293	WINKLER'S TREE SERVICE INC	SERVICES - PW	135.00
		CLASS 'A' TOTAL	**11,291,080.75**

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
311218	CASH	PETTY CASH - FIN	1,140.86
483(E)	FEDEX	SHIPPING - FD/PW	47.67
42(E)	IPBC	HEALTH INSURANCE - GG	596,176.89
485(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	81,881.00
11/14/25	PAYROLL	11/14/2025 PAYROLL	947,874.70
482(E)	QUADIENT FINANCE USA INC	POSTAGE - FIN	4,000.00
486(E)	QUADIENT FINANCE USA INC	SHIPPING - PW	8.28
484(E)	UPS	SHIPPING - FD	33.23
		CLASS 'B' TOTAL	**1,631,162.63**
		REPORT TOTAL	***12,922,243.38***

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44(E)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE PAYMENT - FIN	9,653,801.24
8012(A)	VEREGY CENTRAL LLC	WATER METER PROJECT - PW (*)	584,960.43
43(E)	NORTHBROOK BANK AND TRUST	DEBT SERVICE PAYMENT - FIN	172,423.00
311313	FGM ARCHITECTS INC	FACILITY CAPITAL PROJECTS - PW/FD (*)	133,637.50
8000(A)	ATLAS ENGINEERING GROUP LTD	SHERMER CORRIDOR ENG. SERVICES - PW (*)	101,399.43
8020(A)	ROBE INC	PUMP STATION BUILDING REPAIR - PW (*)	61,370.99
311245	W S DARLEY & COMPANY	BUNKER GEAR - FD (*)	53,055.97
7985(A)	HIGHLAND PARK FORD LINCOLN	VEHICLE/PARTS - PW/PD (*)	46,781.99
311323	ULB-DRY WATERPROOFING INC	DRAINAGE IMPROVEMENTS - PW (*)	41,474.00
311301	MINDSIGHT	SUBSCRIPTION - IT (*)	29,339.10
311249	GLOBAL INFRASTRUCTURE LLC	PROFESSIONAL SERVICES - PW (*)	27,508.70
8016(A)	WATERSMART SOFTWARE INC	SUBSCRIPTION - PW (*)	26,808.07
311302	PATRIOT PAVEMENT MAINTENANCE	ASPHALT CRACK REPAIR - PW (*)	25,000.00
311295	STATE GRAPHICS	PRINTING - GG/FIN (*)	20,308.25
7978(A)	BS&A SOFTWARE	PAYMENT PROCESSING SERVICES - FIN (*)	18,739.49
8011(A)	ADDIS LAW GROUP	LEGAL FEES - GG	17,000.00
311317	ADVANCED ELEVATOR COMPANY	SERVICES - PW (*)	15,617.51
311240	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS/EQUIPMENT - IT	13,077.72
8002(A)	AL WARREN OIL CO INC	FUEL/SUPPLIES - PW/FD/PD	12,762.12
311331	REDLINE GEAR CLEANING	SERVICES - FD	12,575.00
7990(A)	MOTOROLA SOLUTIONS INC	MONTHLY RADIO NETWORK/EQUIPMENT - PD/FD	10,800.68
7992(A)	NORTHBROOK PARK DISTRICT	BREWFEST - GG (*)	10,000.00
8015(A)	CAHILL HEATING & COOLING	SERVICES - PW (*)	7,125.00
8019(A)	MILLER PIPELINE LLC	SIDEWALK IMPROVEMENTS - PW (*)	7,121.58
311328	KASPER & NOTTAGE P C	LEGAL FEES - GG	7,000.00
7988(A)	MID AMERICAN WATER OF WAUCONDA INC	WATER MAIN PARTS - PW (*)	6,956.08
311303	RICKMAN CONTRACT SERVICES INC	SERVICES - FIN (*)	6,900.00
311352	GORDON FLESCH COMPANY INC.	EQUIPMENT - IT	6,202.00
311272	NORTHBROOK POSTMASTER	NEWSLETTER POSTAGE - GG	6,000.00
8017(A)	MES SERVICE COMPANY LLC	PARTS - FD	5,475.00
7976(A)	AIR ONE EQUIPMENT INC	EQUIPMENT/TOOLS - FD	5,435.00
311330	SAE GROUP	PARTS/SERVICES - FD	4,875.00
311253	HENRICKSEN & COMPANY INC	EQUIPMENT- IT	4,641.36
8014(A)	UNIVAR SOLUTIONS USA LLC	CHEMICALS - PW (*)	4,583.52
311292	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PD	4,501.16
7986(A)	HUFF & HUFF INC	PROFESSIONAL SERVICES - PW	4,147.50
311327	MARK 1 LANDSCAPE INC	SERVICES - PW (*)	4,040.88
8003(A)	AMAZON.COM SERVICES INC	SUPPLIES/EQUIPMENT/PARTS - GG/PW/IT/PD/FD/FIN	3,848.64
8007(A)	GRANITE TELECOMMUNICATIONS LLC	TELECOMMUNICATIONS - IT	3,719.43
311280	RUSH TRUCK CENTERS OF ILLINOIS	PARTS/SUPPLIES - FD/PW	3,579.92
8018(A)	LAKELAND ELEVATOR CORPORATION	SERVICES - PW (*)	3,290.00
311248	FOOT STONE INC	PROFESSIONAL SERVICES - PW (*)	3,272.25
311275	NICOR	UTILITIES - PW	3,059.17
311299	IL DEPT. OF INNOVATION & TECHNOLOGY	TELECOMMUNICATIONS - IT (*)	3,022.89
311289	WEST SIDE TRACTOR SALES	SUPPLIES/PARTS - PW	2,948.41
311244	CUTLER WORKWEAR	UNIFORMS - PW (*)	2,510.46
311319	DACRA TECH LLC	SUBSCRIPTION - IT (*)	2,500.00
311259	INTERSTATE POWER SYSTEMS INC	GENERATOR REPLACEMENT - PW (*)	2,500.00
311314	BIG BELLY SOLAR LLC	TRASH/RECYCLING RECEPTACLES - PW (*)	2,171.98
8010(A)	BLUE SKY MARKETING GROUP	COMMUNITY PROMOTION - GG	2,117.37
7995(A)	POMP'S TIRE SERVICE INC	TIRES - PW/FD/PD	2,074.04
311238	CASE LOTS INC	SUPPLIES - PW	2,031.45
311239	CHICAGO TRIBUNE	PUBLISHING - FIN	2,016.00
8004(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD/PW	1,862.59
311315	FLECK'S LANDSCAPING	SERVICES - PW (*)	1,846.00
7975(A)	ADVANCED TREE CARE	SERVICES - PW (*)	1,845.00
311321	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	1,787.82
7999(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	1,781.25
311307	SYMMETRY ENERGY SOLUTIONS LLC	UTILITIES - PW	1,666.19

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7987(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
311329	UNITED SYSTEMS & SOFTWARE INC	WATER METER PROJECT - PW (*)	1,653.00
311271	NORTH AMERICAN CORPORATION OF IL	SUPPLIES - PW	1,632.44
311247	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	1,624.79
7982(A)	GALLS LLC	UNIFORMS - PD	1,607.10
311291	LABSOURCE INC	SUPPLIES - FD	1,587.50
8001(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN/SUPPLIES - PW/FD	1,576.32
7994(A)	PAUL CONWAY SHIELDS INC	NEW ISSUE GEAR - FD	1,531.00
8021(A)	GENUINE PARTS COMPANY INC	PARTS - PD/PW/FD	1,524.72
311332	AETNA TRUCK PARTS INC	PARTS - PW/FD	1,421.50
311333	BCBS OF ILLINOIS REFUND & RECOVERY	OVERPAYMENT REFUND - FD	1,387.24
7989(A)	MOTION INDUSTRIES INC	PARTS - PW	1,298.73
7977(A)	BATTERY SERVICE CORPORATION	PARTS - PW/PD	1,289.15
311252	HASTINGS AIR ENERGY CONTROL	PARTS - FD	1,284.88
7993(A)	PARKMOBILE LLC	MONTHLY SERVICE FEES - PW	1,258.65
311276	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - FD/PD (*)	1,240.00
311264	MENONI & MOCOGNI INC	MATERIALS - PW (*)	1,212.40
8009(A)	MONICA ARGUMEDO MD LLC	PROFESSIONAL SERVICES - PD	1,200.00
311306	VERIZON CONNECT NWF INC	SERVICES - PW	1,171.09
311283	STANDARD EQUIPMENT COMPANY	PARTS - PW	1,150.30
311243	COSTAR REALTY INFORMATION INC	SUBSCRIPTION - DPS	1,136.05
311266	DISTRICT 28 MUSIC PARENTS CLUB	VILLAGE WREATHS - PW	1,120.00
7979(A)	CHICAGO COMMUNICATIONS LLC	PROFESSIONAL SERVICES - PD	1,110.45
311282	SOIL & MATERIAL CONSULTANTS INC	SERVICES - PW	1,098.22
311251	GRAPHICS 2000 INC	SUPPLIES - FIN	1,095.48
311310	PACE ANALYTICAL SERVICES LLC	SERVICES - PW	1,063.40
311288	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	1,052.11
311351	DEBBY BEERMAN	RESIDENT REIMBURSEMENT - PW	1,050.00
311309	CERTIFIED LABORATORIES	SUPPLIES - PW	1,047.95
311265	3M COMPANY	SUPPLIES - PW	1,008.84
311287	TURNOUT RENTAL	SERVICES - FD	913.00
311250	GOLF MILL FORD	PARTS - PW/PD	888.86
311236	BOUND TREE MEDICAL LLC	SUPPLIES - FD	859.89
8008(A)	THE ORGANIC GARDENER LTD	PROFESSIONAL SERVICES - GG	850.00
7991(A)	NEMETH GLASS OF ILLINOIS INC	SERVICES - PD/FD	824.25
311318	HOUSEAL LAVIGNE ASSOCIATES LLC	PROFESSIONAL SERVICES - DPS (*)	732.50
311260	J.G. UNIFORMS INC	UNIFORMS - PD	720.30
311279	RLB HYDRAULIC SERVICES	SERVICES - PW	655.79
311300	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	650.00
8005(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	642.38
311305	A EPSTEIN AND SONS INTL INC	PROFESSIONAL SERVICES - PW (*)	625.39
311294	UNIVERSITY OF ILLINOIS	TRAINING - FD	600.00
311242	COMCAST CABLE	TELECOMMUNICATIONS - IT	587.00
311298	BUILDERS ASPHALT LLC	MATERIALS - PW (*)	581.46
311246	EL-COR INDUSTRIES INC	PARTS - PD/PW	546.37
311235	G.W. BERKHEIMER CO INC	PARTS - PW	543.90
311311	MIDWEST POWER INDUSTRY INC	SERVICES - PW	516.00
311237	BURRIS EQUIPMENT COMPANY	EQUIPMENT - PW	509.00
311234	AMALGAMATED BANK OF CHICAGO	BOND ADMIN FEE - FIN	475.00
311263	LEACH ENTERPRISES INC	PARTS - FD	471.71
311326	ATLASTICITY LLC	PROFESSIONAL SERVICES - IT	429.05
311324	IMPERIAL SUPPLIES LLC	PARTS - PW	406.50
8013(A)	CHICAGO PARTS & SOUND ENTERP LLC	PARTS - PD	391.61
311312	LINDE GAS & EQUIPMENT INC	SUPPLIES - FD/PW	368.95
311296	IFSAP	FIRE ADMIN RELATION - FD	350.00
7997(A)	THOMSON REUTERS	SUBSCRIPTION - PD	349.30
311284	STRYKER SALES CORP	SERVICES - FD	324.00
311258	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	316.00
311278	NORTHWEST FREIGHTLINER	PARTS - PW/FD	303.97

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311257	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
311256	ILLINOIS FIRE CHIEFS ASSOCIATION	TRAINING - FD	300.00
7983(A)	GRAINGER	PARTS/SUPPLIES - PW	293.83
311304	HEARTLAND BUSINESS SYSTEMS LLC	PROFESSIONAL SERVICES - IT	292.50
311269	NIPSTA	TRAINING - FD	285.00
7984(A)	USABLUEBOOK	SUPPLIES - PW	265.62
311297	ARTISTIC ENGRAVING	UNIFORMS - PD	264.78
8006(A)	MERCHANTS' CREDIT GUIDE CO	COLLECTIONS - FIN	245.65
311270	NIPSTA	TRAINING - FD	240.00
311254	INTERNATIONAL ASSOC OF FIRE CHIEFS	MEMBERSHIP - FD	235.00
311290	CINTAS CORPORATION #2	UNIFORMS - PW	230.64
7980(A)	DREISILKER ELECTRIC MOTORS INC	PARTS - PW	207.24
311339	ERIC GUSTASON	REIMBURSEMENT - PD	204.60
311274	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	200.00
311340	JAKE PAWLICKI	REIMBURSEMENT - PD	191.13
311268	NIPSTA	TRAINING - PW	190.00
8022(A)	MECHANICAL EQUIPMENT INC	PARTS - PW	175.00
311347	JACQUELINE DURMENT	REIMBURSEMENT- FD	169.94
311348	MAUREEN MORRISSEY	REIMBURSEMENT- FD	154.98
311320	PLUNKETT'S PEST CONTROL INC	SERVICES - PW	151.41
311316	ADVANCE AUTO PARTS	PARTS - PW	150.34
311341	JON GARCIA	REIMBURSEMENT - PD	150.00
311308	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	150.00
311293	WINKLER'S TREE SERVICE INC	SERVICES - PW	135.00
311261	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	129.00
311241	COMCAST CABLE	CABLE/INTERNET - PD	128.80
311344	TODD FEINGOLD	REIMBURSEMENT - PD	123.97
311336	ALAN SMITH	REIMBURSEMENT - PD	122.10
311286	SWANSONS BLOSSOM SHOP	EMPLOYEE RELATION - FD	108.95
311325	CONSENSUS CLOUD SOLUTIONS LLC	SUBSCRIPTION - IT	99.95
311334	AMANDA WRANN	REIMBURSEMENT - PD	95.70
311273	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES/PARTS - PW	76.93
311346	BRIAN FLEMING	REIMBURSEMENT- FD	70.57
7996(A)	SPOK INC	SERVICES - PW	67.68
7981(A)	FASTSIGNS	SUPPLIES - PD	60.01
311262	FBI-LEEDA INC	MEMBERSHIP - PD	50.00
311338	ANTHONY ARGUETA	REIMBURSEMENT - PD	48.30
311342	MILLIE GOMEZ	REIMBURSEMENT - PD	42.09
311350	PETE MENSCHING	REIMBURSEMENT - FD	41.67
311349	OSCAR VAZQUEZ	REIMBURSEMENT - FD	41.00
311343	SCOTT LUBIAK	REIMBURSEMENT - PD	38.25
311345	DAN COOK	REIMBURSEMENT - PW	30.00
7998(A)	ALPHAGRAPHICS US333	SUPPLIES - GG	25.00
311277	NORTHWEST POLICE ACADEMY	TRAINING - PD	25.00
311335	ADAM WORTHINGTON	REIMBURSEMENT- PD	17.82
311285	SUNSET FOOD MART INC	CANTEEN - GG	14.95
311281	ILLINOIS SECRETARY OF STATE	PLATES - FD	8.00
311337	ANGELIKA MCGEE	REIMBURSEMENT - PD	7.20
311353	IDLEWOOD ELECTRIC SUPPLY INC	PARTS - FD	2.53
		CLASS 'A' TOTAL	**11,291,080.75**

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	CLASS 'B' WARRANTS		
11/14/25	PAYROLL	11/14/2025 PAYROLL	947,874.70
42(E)	IPBC	HEALTH INSURANCE - GG	596,176.89
485(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	81,881.00
482(E)	QUADIENT FINANCE USA INC	POSTAGE - FIN	4,000.00
311218	CASH	PETTY CASH - FIN	1,140.86
483(E)	FEDEX	SHIPPING - FD/PW	47.67
484(E)	UPS	SHIPPING - FD	33.23
486(E)	QUADIENT FINANCE USA INC	SHIPPING - PW	8.28
		CLASS 'B' TOTAL	**1,631,162.63**
		REPORT TOTAL	***12,922,243.38***

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ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
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311222	SANTUCCI PLUMBING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311223	J BLANTON PLUMBING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311224	AA SERVICE COMPANY	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311225	MAREK LOCHNICKI	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	5,000.00
311226	AMERICAN NATIONAL	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
311227	LEOPARDO COMPANIES INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	60.00
311228	CLEAR PIPE, INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311229	3005 HIGHLAND LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
311230	RAVINIA PLUMBING & HEATING CO	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
311231	I & D PLUMBING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,500.00
311232	RESA CONSTRUCTION	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	2,500.00
311233	AMERICAN NATIONAL	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
		CLASS 'A' TOTAL	**14,560.00**

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8041(A)	A W ZENGELER CLEANERS INC	SERVICES - PD	198.06
311410	A5 GROUP INC	PROFESSIONAL SERVICES - GG (*)	9,700.00
311385	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW/GG	653.22
8023(A)	ADVANCED TREE CARE	SERVICES - PW (*)	22,420.00
8044(A)	AL WARREN OIL CO INC	SUPPLIES - PW	802.45
8046(A)	AMAZON.COM SERVICES INC	SUPPLIES - PW/PD	3,820.18
8045(A)	AMAZON.COM SERVICES INC	SUPPLIES - GG/PD/FIN	633.46
8047(A)	AMAZON.COM SERVICES INC	EQUIPMENT - IT	531.30
311428	ANGELA NOVAKOVSKY	WATER/SEWER REFUND - FIN	45.50
311406	ARTISTIC ENGRAVING	UNIFORMS - PD	422.28
311429	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS/EQUIPMENT - IT	4,419.18
311403	ATLAS BOBCAT LLC	SUPPLIES - PW	353.74
311405	BADE SUPPLY	SUPPLIES - PW	629.90
311420	BRIAN LAARVELD	REIMBURSEMENT - PD	110.53
311408	BUILDERS ASPHALT LLC	MATERIALS - PW (*)	1,624.92
8026(A)	CDW GOVERNMENT INC	EQUIPMENT - IT/PW	1,904.38
311397	CINTAS CORPORATION #2	UNIFORMS - PW	155.12
311368	CLARK BAIRD SMITH LLP	LEGAL FEES - GG	710.00
8050(A)	CLARK HILL PLC	LEGAL FEES - GG	8,977.50
8025(A)	COMCAST	TELECOMMUNICATIONS - IT	4,248.25
311369	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	520.47
311401	CUMMINS SALES AND SERVICE	LICENSE - FD/PW	785.00
311370	EL-COR INDUSTRIES INC	PARTS - PW/PD	708.56
8049(A)	ELROD FRIEDMAN LLP	LEGAL FEES - GG/DPS	61,345.00
311388	ENDEAVOR HEALTH CLINICAL OPERATIONS	TRAINING - PD	168.75
311389	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - PW/PD/FD/IT	1,831.00
311421	ERIC GUSTASON	REIMBURSEMENT - PD	19.71
311371	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	45.86
8042(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	790.00
8043(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG/PD	555.79
311372	FORCE AMERICA DISTRIBUTING LLC	PARTS - PW	1,058.25
311373	FOSTER COACH SALES INC	PARTS - FD	562.19
311414	FULLIFE SAFETY LLC	SERVICES - PW	79.00
8027(A)	GALLS LLC	UNIFORMS - PD	628.38
8054(A)	GENUINE PARTS COMPANY INC	PARTS - PW/PD	974.34
311374	GOLF MILL FORD	PARTS - PD	956.17
311415	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	2,480.92
8028(A)	GRAINGER	EQUIPMENT/SUPPLIES/TOOLS - PW/FD	1,480.30
311375	GRAYBAR ELECTRIC COMPANY INC	SUPPLIES - PW	493.50
311404	GRILL HOUSE	CANTEEN - PD	600.00
311376	HACH COMPANY	EQUIPMENT - PW	3,588.10
8029(A)	HAVEY COMMUNICATIONS INC	PARTS - PW/PD	2,151.40
311434	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS (*)	11,520.00
311411	HEARTLAND BUSINESS SYSTEMS LLC	CONSULTING - IT	2,552.50
8031(A)	HIGHLAND PARK FORD LINCOLN	PARTS - PD/PW	483.28
311377	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	230.89
311432	HOUSEAL LAVIGNE ASSOCIATES LLC	PROFESSIONAL SERVICES - DPS (*)	2,902.50
311435	HUNGER RESOURCE NETWORK	CONTRIBUTION VEHICLE STICKERS - FIN (*)	30,000.00
311378	IDLEWOOD ELECTRIC SUPPLY INC	SUPPLIES - PW	405.60
311379	ILLINOIS STATE POLICE	SERVICES - GG	54.00
311402	IMAGE TREND INC	SUBSCRIPTION - IT (*)	24,848.79
8032(A)	INTERGOVERNMENTAL RISK MANAGEMENT	INSURANCE DEDUCTIBLE - GG	21,467.70
311380	J.G. UNIFORMS INC	UNIFORMS - PD	1,285.75
311425	JACK DOWLING	RESIDENT REIMBURSEMENT - PW	3,150.00
311417	JAMES MANELLI	OVERPAYMENT REFUND - PD	5.00
311381	JOHNSTONE SUPPLY	SUPPLIES - PW	616.44
311407	JONES & BARTLETT LEARNING LLC	PUBLICATIONS - FD	102.04
311416	KASPER & NOTTAGE P C	LEGAL FEES - GG	14,000.00
311382	KIMLEY-HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	11,565.00

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8053(A)	LAKELAND ELEVATOR CORPORATION	SERVICES - PW	1,630.00
8033(A)	LAUTERBACH & AMEN LLP	PROFESSIONAL SERVICES - FIN	5,000.00
311383	LEACH ENTERPRISES INC	PARTS - PW	208.08
8052(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - FD (*)	101,104.00
8051(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - PW (*)	17,121.00
311426	LINH CHI LE	RESIDENT REIMBURSEMENT - PW	3,250.00
8034(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD/GG	33.35
8048(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD	1,038.87
8035(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	317.25
311431	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	2,290.34
311422	MILLIE GOMEZ	REIMBURSEMENT - PD	53.98
8036(A)	MOTOROLA SOLUTIONS INC	SUBSCRIPTION - PD (*)	89,457.00
311387	NICOR	UTILITIES - PW	55.14
311386	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	200.00
8055(A)	NORTHBROOK CHAMBER OF COMMERCE	CONTRIBUTION HOTEL TAX - FIN (*)	73,827.00
311384	NORTHBROOK SYMPHONY ORCHESTRA	FAMILY DINNER - GG	550.00
311390	NORTHWEST FREIGHTLINER	PARTS - PW	139.99
311418	OYA AKGUN	REIMBURSEMENT - GG	305.14
8037(A)	PAUL CONWAY SHIELDS INC	NEW ISSUE GEAR - FD	1,531.00
311430	POSTAL SOURCE	SUPPLIES - FIN	350.95
311391	RAY O'HERRON CO INC	EQUIPMENT - PD	18,290.00
8038(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	3,702.67
311392	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	59,809.00
8024(A)	ROSE MARY JURINEK	COURT REPORTING - PD	1,080.00
311393	ROTARY CLUB OF NORTHBROOK	MEMBERSHIP - GG	125.00
311394	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	364.23
311427	SHEMIRAN SARKISSIAN	WATER/SEWER REFUND - FIN	1,000.00
8039(A)	SIRCHIE	SUPPLIES - PD	140.12
311412	SPEER FINANCIAL INC	PROFESSIONAL SERVICES - FIN	150.00
311423	STEVE MORRIS	REIMBURSEMENT - FD	139.80
311395	SUNSET FOOD MART INC	CANTEEN - GG	187.84
311409	SUSAN BRUNNER	PROFESSIONAL SERVICES - GG	1,875.00
311419	TERRENCE JORIA	REIMBURSEMENT - PD	374.88
311399	THE BLUE LINE	RECRUITING - PD	447.00
311413	TODAY'S UNIFORMS INC	UNIFORM - FD	336.00
8030(A)	USABLUEBOOK	SUPPLIES - PW	526.61
311433	WASHINGTON UNIVERSITY	MEMBERSHIPS - GG	1,000.00
311400	WATERWAY GAS AND WASH COMPANY	SERVICES - PD	374.50
311396	WEST SIDE TRACTOR SALES	PARTS - PW	447.85
311398	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	1,042.90
8040(A)	WILMETTE TRUCK AND BUS SERVICE INC	SERVICES - FD	45.00
		CLASS 'A' TOTAL	**659,293.64**

CLASS 'B' WARRANTS

488(E)	COOK COUNTY TREASURER	PROPERTY TAX 3105 WALTERS	9,295.96
487(E)	COOK COUNTY TREASURER	PROPERTY TAX 820 DUNDEE	4,755.98
27(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD OCTOBER - FIN	22,123.58
491(E)	IL DEPT. OF EMPLOYMENT SECURITY	INSURANCE - GG	9,360.00
490(E)	LOWE'S	SUPPLIES - PW/FD	1,194.62
11/26/25	PAYROLL	11/26/2025 PAYROLL	1,050,301.99
489(E)	WEX BANK	FUEL - PD/PW/FD	1,782.83
		CLASS 'B' TOTAL	**1,098,814.96**
		REPORT TOTAL	***1,758,108.60***

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8052(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - FD (*)	101,104.00
8036(A)	MOTOROLA SOLUTIONS INC	SUBSCRIPTION - PD (*)	89,457.00
8055(A)	NORTHBROOK CHAMBER OF COMMERCE	CONTRIBUTION HOTEL TAX - FIN (*)	73,827.00
8049(A)	ELROD FRIEDMAN LLP	LEGAL FEES - GG/DPS	61,345.00
311392	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	59,809.00
311435	HUNGER RESOURCE NETWORK	CONTRIBUTION VEHICLE STICKERS - FIN (*)	30,000.00
311402	IMAGE TREND INC	SUBSCRIPTION - IT (*)	24,848.79
8023(A)	ADVANCED TREE CARE	SERVICES - PW (*)	22,420.00
8032(A)	INTERGOVERNMENTAL RISK MANAGEMENT	INSURANCE DEDUCTIBLE - GG	21,467.70
311391	RAY O'HERRON CO INC	EQUIPMENT - PD	18,290.00
8051(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - PW (*)	17,121.00
311416	KASPER & NOTTAGE P C	LEGAL FEES - GG	14,000.00
311382	KIMLEY-HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	11,565.00
311434	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS (*)	11,520.00
311410	A5 GROUP INC	PROFESSIONAL SERVICES - GG (*)	9,700.00
8050(A)	CLARK HILL PLC	LEGAL FEES - GG	8,977.50
8033(A)	LAUTERBACH & AMEN LLP	PROFESSIONAL SERVICES - FIN	5,000.00
311429	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS/EQUIPMENT - IT	4,419.18
8025(A)	COMCAST	TELECOMMUNICATIONS - IT	4,248.25
8046(A)	AMAZON.COM SERVICES INC	SUPPLIES - PW/PD	3,820.18
8038(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	3,702.67
311376	HACH COMPANY	EQUIPMENT - PW	3,588.10
311426	LINH CHI LE	RESIDENT REIMBURSEMENT - PW	3,250.00
311425	JACK DOWLING	RESIDENT REIMBURSEMENT - PW	3,150.00
311432	HOUSEAL LAVIGNE ASSOCIATES LLC	PROFESSIONAL SERVICES - DPS (*)	2,902.50
311411	HEARTLAND BUSINESS SYSTEMS LLC	CONSULTING - IT	2,552.50
311415	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	2,480.92
311431	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	2,290.34
8029(A)	HAVEY COMMUNICATIONS INC	PARTS - PW/PD	2,151.40
8026(A)	CDW GOVERNMENT INC	EQUIPMENT - IT/PW	1,904.38
311409	SUSAN BRUNNER	PROFESSIONAL SERVICES - GG	1,875.00
311389	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - PW/PD/FD/IT	1,831.00
8053(A)	LAKELAND ELEVATOR CORPORATION	SERVICES - PW	1,630.00
311408	BUILDERS ASPHALT LLC	MATERIALS - PW (*)	1,624.92
8037(A)	PAUL CONWAY SHIELDS INC	NEW ISSUE GEAR - FD	1,531.00
8028(A)	GRAINGER	EQUIPMENT/SUPPLIES/TOOLS - PW/FD	1,480.30
311380	J.G. UNIFORMS INC	UNIFORMS - PD	1,285.75
8024(A)	ROSE MARY JURINEK	COURT REPORTING - PD	1,080.00
311372	FORCE AMERICA DISTRIBUTING LLC	PARTS - PW	1,058.25
311398	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	1,042.90
8048(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD	1,038.87
311427	SHEMIRAN SARKISSIAN	WATER/SEWER REFUND - FIN	1,000.00
311433	WASHINGTON UNIVERSITY	MEMBERSHIPS - GG	1,000.00
8054(A)	GENUINE PARTS COMPANY INC	PARTS - PW/PD	974.34
311374	GOLF MILL FORD	PARTS - PD	956.17
8044(A)	AL WARREN OIL CO INC	SUPPLIES - PW	802.45
8042(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	790.00
311401	CUMMINS SALES AND SERVICE	LICENSE - FD/PW	785.00
311368	CLARK BAIRD SMITH LLP	LEGAL FEES - GG	710.00
311370	EL-COR INDUSTRIES INC	PARTS - PW/PD	708.56
311385	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW/GG	653.22
8045(A)	AMAZON.COM SERVICES INC	SUPPLIES - GG/PD/FIN	633.46
311405	BADE SUPPLY	SUPPLIES - PW	629.90
8027(A)	GALLS LLC	UNIFORMS - PD	628.38
311381	JOHNSTONE SUPPLY	SUPPLIES - PW	616.44
311404	GRILL HOUSE	CANTEEN - PD	600.00
311373	FOSTER COACH SALES INC	PARTS - FD	562.19
8043(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG/PD	555.79
311384	NORTHBROOK SYMPHONY ORCHESTRA	FAMILY DINNER - GG	550.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN NOVEMBER 16, 2025 - NOVEMBER 30, 2025
FOR 12/09/25 MEETING

Sorted by Invoice Amount

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
8047(A)	AMAZON.COM SERVICES INC	EQUIPMENT - IT	531.30
8030(A)	USABLUEBOOK	SUPPLIES - PW	526.61
311369	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	520.47
311375	GRAYBAR ELECTRIC COMPANY INC	SUPPLIES - PW	493.50
8031(A)	HIGHLAND PARK FORD LINCOLN	PARTS - PD/PW	483.28
311396	WEST SIDE TRACTOR SALES	PARTS - PW	447.85
311399	THE BLUE LINE	RECRUITING - PD	447.00
311406	ARTISTIC ENGRAVING	UNIFORMS - PD	422.28
311378	IDLEWOOD ELECTRIC SUPPLY INC	SUPPLIES - PW	405.60
311419	TERRENCE JORIA	REIMBURSEMENT - PD	374.88
311400	WATERWAY GAS AND WASH COMPANY	SERVICES - PD	374.50
311394	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	364.23
311403	ATLAS BOBCAT LLC	SUPPLIES - PW	353.74
311430	POSTAL SOURCE	SUPPLIES - FIN	350.95
311413	TODAY'S UNIFORMS INC	UNIFORM - FD	336.00
8035(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	317.25
311418	OYA AKGUN	REIMBURSEMENT - GG	305.14
311377	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	230.89
311383	LEACH ENTERPRISES INC	PARTS - PW	208.08
311386	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	200.00
8041(A)	A W ZENGELER CLEANERS INC	SERVICES - PD	198.06
311395	SUNSET FOOD MART INC	CANTEEN - GG	187.84
311388	ENDEAVOR HEALTH CLINICAL OPERATIONS	TRAINING - PD	168.75
311397	CINTAS CORPORATION #2	UNIFORMS - PW	155.12
311412	SPEER FINANCIAL INC	PROFESSIONAL SERVICES - FIN	150.00
8039(A)	SIRCHIE	SUPPLIES - PD	140.12
311390	NORTHWEST FREIGHTLINER	PARTS - PW	139.99
311423	STEVE MORRIS	REIMBURSEMENT - FD	139.80
311393	ROTARY CLUB OF NORTHBROOK	MEMBERSHIP - GG	125.00
311420	BRIAN LAARVELD	REIMBURSEMENT - PD	110.53
311407	JONES & BARTLETT LEARNING LLC	PUBLICATIONS - FD	102.04
311414	FULLIFE SAFETY LLC	SERVICES - PW	79.00
311387	NICOR	UTILITIES - PW	55.14
311379	ILLINOIS STATE POLICE	SERVICES - GG	54.00
311422	MILLIE GOMEZ	REIMBURSEMENT - PD	53.98
311371	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	45.86
311428	ANGELA NOVAKOVSKY	WATER/SEWER REFUND - FIN	45.50
8040(A)	WILMETTE TRUCK AND BUS SERVICE INC	SERVICES - FD	45.00
8034(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD/GG	33.35
311421	ERIC GUSTASON	REIMBURSEMENT - PD	19.71
311417	JAMES MANELLI	OVERPAYMENT REFUND - PD	5.00
		CLASS 'A' TOTAL	**659,293.64**

CLASS 'B' WARRANTS

11/26/25	PAYROLL	11/26/2025 PAYROLL	1,050,301.99
27(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD OCTOBER - FIN	22,123.58
491(E)	IL DEPT. OF EMPLOYMENT SECURITY	INSURANCE - GG	9,360.00
488(E)	COOK COUNTY TREASURER	PROPERTY TAX 3105 WALTERS	9,295.96
487(E)	COOK COUNTY TREASURER	PROPERTY TAX 820 DUNDEE	4,755.98
489(E)	WEX BANK	FUEL - PD/PW/FD	1,782.83
490(E)	LOWE'S	SUPPLIES - PW/FD	1,194.62
		CLASS 'B' TOTAL	**1,098,814.96**
		REPORT TOTAL	***1,758,108.60***

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
INVOICES PROCESSED BETWEEN NOVEMBER 16, 2025 - NOVEMBER 30, 2025
FOR 12/09/25 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
311354	DR HOMES LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	22,368.00
311355	RELIANCE PLUMBING SEWER AND DRAINAGE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311356	SANTUCCI PLUMBING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311357	GRAVITY PLUMBING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311358	CFI DESIGN MANAGEMENT INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	2,100.00
311359	AMERICAN NATIONAL SPRINKLER	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311360	DRAIN AND PLUMBING SERVICES INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311361	ONE TIME IRRIGATION INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311362	SANTUCCI PLUMBING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311363	ROTO ROOTER SERVICES	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311364	RAVINIA PLUMBING & HEATING CO	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
311365	AMERICAN NATIONAL SPRINKLER	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311366	AMERICAN NATIONAL SPRINKLER	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
311424	MYRNA BROMLEY	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,800.00
311367	AMERICAN NATIONAL SPRINKLER	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
		CLASS 'A' TOTAL	**32,768.00**

PROCLAMATION
SUPPORTING OUR COMMUNITY

WHEREAS, on November 11, 2025, Village President Ciesla opened the Regular Meeting of the Village Board by reading a Statement on behalf of the Village Board and Village Manager, expressing deep concern regarding reports of recent immigration enforcement activity in our region, including in and around Northbrook, both in incorporated and unincorporated areas; and

WHEREAS, the Village President and Board of Trustees desire to codify the Statement into a Proclamation to be formally adopted by the Village Board.

NOW, THEREFORE, the Village Board of Trustees of the Village of Northbrook does hereby state and proclaim as follows:

Recent immigration enforcement activity and related actions create fear and uncertainty among our residents and businesses and undermine the trust that is essential between our community and some of those who serve it; and

All members of this Board and all Village Officers, including the Village Manager, Village Attorney, and all members of the police and fire departments, have taken an oath to support and defend the Constitution of the United States and the Constitution of the State of Illinois. That oath is not symbolic—it is a solemn and sworn commitment to uphold the rights and liberties guaranteed to every person under our nation's founding document. The Constitution promises freedom of speech, freedom of assembly, due process of law, equal protection, and the right to live without unreasonable searches or seizures. These are not privileges reserved for a few; they are fundamental rights that extend to all people within our borders; and

Without question or doubt, that the Northbrook Village Board of Trustees stands firmly for fairness, dignity, and respect for all people. We condemn any actions that intimidate, target, or divide members of our community based on their immigration status or background. Our role as a local government is to ensure that every person who lives, works, studies, or visits here feels safe and valued; and

The Village of Northbrook follows state law, including the Illinois TRUST Act, which since 2017 has guided how local governments interact with federal agencies and helps ensure that residents can seek help from local authorities without fear as the division of power and responsibility between federal and local governments is clearly defined, and the law limits how local governments can interact with federal enforcement activities; and

The Illinois TRUST Act prohibits local law enforcement from assisting with federal immigration enforcement activity, and that no state or federal law gives local governments the right to restrict or prohibit this federal activity at the local level, much to our frustration; and

The Village of Northbrook Police Department's focus remains on public safety and community well-being not on immigration status and the Village organization continues to provide emergency and municipal services to everyone without discrimination; and

In furtherance of our commitments, the Municipal Code prohibits the use of Village-owned property for unauthorized purposes and without prior approval which not only assures that Village operations are not impeded, it is in keeping with Northbrook's compliance with the TRUST Act, which specifically prohibits our assistance with federal immigration enforcement unless there is a judicial warrant; and

The Village Board urges our residents to extend compassion and support to one another during this difficult time. Northbrook's strength lies in our unity, our empathy, and our shared belief that everyone deserves to be treated with humanity and respect. Together, we will continue to uphold our values and ensure that Northbrook remains a safe and welcoming community for all.

APPROVED THIS NINTH DAY OF DECEMBER, IN THE YEAR 2025 BY THE VILLAGE BOARD OF TRUSTEES, VILLAGE OF NORTHBROOK, IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS

_____
Kathryn L. Ciesla, Village President

_____	_____
Robert P. Israel, Trustee	Heather E. Ross, Trustee
_____	_____
Johannah K. Hebl, Trustee	Joy U. Ebhomielen, Trustee
_____	_____
Michelle Z. Kohler, Trustee	Matt T. Cassidy, Trustee

ATTEST:

_____
Derek Gau, Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2025-12-09
Subject: A Resolution Authorizing an Agreement for Parkway Tree Trimming Services with Advanced Tree Care, Inc. of Lincolnshire, IL

Overview
On an annual basis the Village uses contractual assistance for trimming of approximately 2,000 of the Village's more than 17,000 parkway trees to promote tree health and management, protect pedestrians and motorists from low hanging branches, and prevent storm damage.

Fiscal Impact
The Adopted FY26 Budget contains sufficient funds for parkway tree trimming services in General Fund Account No.11-4100-531-80 (Climate Action Plan Forestry Expenses). Funds will be drawn from this account for the services and as-needed for emergency tree services.

Account	Account No.	Budget	Available	Request	Amount Remaining	Within Budget
Climate Action Plan Forestry Expenses	11-4100-531-80	$466,350	$134,560	$86,000	$48,560	Yes

Advanced Tree Care, Inc. of Lincolnshire, IL submitted the lowest and most responsive proposal for parkway tree trimming services. Staff recommends entering into an agreement for parkway tree trimming services with Advanced Tree Care in the amount of $84,378. Staff also recommends including a contingency in the amount of $1,622, for a total not to exceed amount during the initial term of $86,000.

The Parkway Tree Trimming Request for Proposals (RFP) identified the initial term of the agreement from December 9, 2025 through April 30, 2026. The agreement includes an option to renew for three (3) additional one-year terms.

Recommendation

Approval.

Background
As part of its ongoing maintenance responsibilities, the Public Works Department uses contractual assistance for annual parkway tree trimming. On May 13, 2025, staff issued a Request for Proposals (RFP) for parkway tree trimming services. On June 3, staff received three (3) proposals. After review of the proposals submitted, staff deemed it necessary to re-issue the RFP with revised specifications to best meet the Village's parkway tree trimming performance metrics. On September 3, 2025, staff re-issued the RFP, published the RFP on the website, and sent the RFP to 16 contractors. A pre-proposal meeting was held on October 14 and four (4) contractors attended. On October 28, staff received six (6) proposals in response to the RFP. A summary of the proposals can be found in Table 1.

Table 1. Summary of Parkway Tree Trimming Proposals	
Contractor	Initial Term Total Cost
Advanced Tree Care, Inc.	$84,378
Lucas Landscaping and Design	$90,645
Robert W. Hendricksen Company	$121,512
Monster Tree Care Service of the North Shore	$339,375
Arborgreen Tree Service, Inc.	$520,445
SavATree LLC.	$535,080

After reviewing the proposals submitted, staff determined that Advanced Tree Care, Inc. of Lincolnshire, IL submitted the lowest and most responsive proposal. Advanced Tree Care has provided parkway tree trimming services to the Village previously and the Village has been satisfied with their performance. Staff recommends entering into an agreement with Advanced Tree Care for parkway tree trimming services for a total not to exceed amount during the initial term of $86,000, which includes a contingency in the amount of $1,622 .

The initial term of the agreement will be from December 9, 2025 through April 30, 2026. The agreement includes the option for up to three (3) additional one-year renewals upon mutual consent with cost adjustments that are limited to the lesser of the annual average percentage increase in the Chicago CPI for the previous 12-month period, or three (3) percent.

Staff will be attendance at the Village Board meeting for any questions that may arise.

A Resolution Authorizing an Agreement for Parkway Tree Trimming Services with Advanced Tree Care, Inc. of Lincolnshire, Illinois
Exhibit A - Parkway Tree Trimming Contract_Advanced Tree Care

Resolution 2025- _____

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 Parkway Tree Trimming Services with Advanced Tree Care, Inc. of Lincolnshire, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

As part of its ongoing maintenance responsibilities, the Public Works Department utilizes contractual assistance for annual trimming of parkway trees ("***Services***") to promote tree health and management, protect pedestrians and motorists, and prevent storm damage.

On May 13, 2025, staff issued a Request for Proposals (RFP) for parkway tree trimming services. On June 3, staff received three (3) proposals, and after a review of the proposals submitted, staff deemed it necessary to re-issue the RFP with revised specifications to best meet the Village's parkway tree trimming performance metrics. On September 3, 2025, staff re-issued the RFP, published the RFP on the website, and sent the RFP to 16 contractors. A pre-proposal meeting was held on October 14 and four (4) contractors attended. On October 28, staff received six (6) proposals in response to the RFP.

After review of the proposals, staff determined that Advanced Tree Care, Inc. of Lincolnshire, Illinois ("***Contractor***") submitted the lowest and most responsive proposal. The Contractor has provided parkway tree trimming services to the Village for a number of years and the Village has been satisfied with its performance.

Based on these factors, staff recommends entering into an agreement with the Contractor for an initial term of December 9, 2025 through April 30, 2026 in the base amount of $84,378 ("***Agreement***"). A contingency of $1,622 is requested for the initial term of this Agreement for any unforeseen additional costs related to tree diameter measurements, for a total not to exceed amount during the initial term of $86,000. The Agreement also includes the option for up to three (3) additional one-year renewals upon mutual consent of the parties with cost adjustments that are limited to the lesser of the annual average percentage increase in the Chicago CPI for the previous 12-month period, or three (3) percent.

The Village's adopted FY26 Budget provides sufficient funds for contractual parkway tree trimming in General Fund Account No. 11-4100-531-80 (Climate Action Plan Forestry Expenses) for the initial term of the Agreement. Funds will be drawn from this account for the Services and as-needed emergency tree services at rates equal to those outlined in ***Exhibit A***.

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

The Village Manager and Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Contractor; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and the Board of Trustees, be null and void.

Section 4. Authorization of Expenditures.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the parkway tree trimming services and as needed emergency tree services from the Contractor at the prices outlined in ***Exhibit A***.

Section 5. Authorization to Execute Change Order.

The Village Manager and Village Clerk are authorized to execute one or more Agreement Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Agreement in the amount of $1,622 subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Approved:

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

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK
PARKWAY TRIMMING AND PRUNING

REQUEST FOR PROPOSALS

OWNER:
Village of Northbrook
1225 Cedar Lane Northbrook, Illinois 60062

PROPOSAL SUBMISSION INFORMATION:

Date of Request for Proposals (***"RFP"***) Issuance:
Tuesday, September 30, 2025 – 10:00 a.m.

Pre-Proposal Meeting:
Tuesday, October 14, 2025 – 10:00 a.m.

Proposal Submittal Deadline:
Tuesday, October 28, 2025 – 10:00 a.m.

Owner will receive sealed proposals for the Work generally described as follows:

> *Trimming of all genus and species of parkway and other public trees owned by Owner and provision of emergency tree services, as further set forth and described in "CONTRACT/PROPOSAL FOR THE TRIMMING AND PRUNING OF PARKWAY TREES - PROJECT SPECIFICATIONS, attached to this RFP.*

TO BE SUBMITTED TO: **Village of Northbrook Department of Public Works, 655 Huehl Road, Northbrook, Illinois 60062, attention Jean Paul Soens, BEFORE 10:00 A.M., Tuesday, October 28, 2025.**

INSTRUCTIONS TO PROPOSERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this RFP and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized representative/official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or that contain irregularities of any kind may be rejected. Proposals must include the attached reference form with their submittal with at least three (3) references. Contractors with extensive experience in municipal tree maintenance will be preferred.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are opened. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes. If there are questions regarding the specifications, please contact Village Forester, Terry Cichocki at terry.cichocki@northbrook.il.us. All questions must be submitted in writing. All email communications must include the subject line "Parkway Trimming and Pruning RFP". Questions and inquiries regarding this RFP are due Wednesday, October 15, 2025 at 3 P.M. An addendum addressing all questions and inquiries will be issued and posted to the Village of Northbrook's website (https://www.northbrook.il.us/1019/Bids-and-Proposals) by 3 P.M. on Friday October 17, 2025. All addendums must be acknowledged as indicated on page 4 of this document for responses to this RFP to be considered complete. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the proposer's full legal name and address and include the following wording clearly marked on the outside of the envelope:

Village of Northbrook - Proposal for Parkway Trimming and Pruning

Each response shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened. Each proposer assumes responsibility for timely submission of its proposal.

Responses received by the designated contact after 10:00 a.m., Central Time, Tuesday October 28, 2025 will not be accepted and will be returned to the sender unopened. All proposals must be delivered to and received by Owner no later than the due date regardless of postmark date. Proposals submitted via facsimile or e-mail will not be accepted. Proposals must be submitted in the manner described in this RFP.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the Board of Trustees. Owner also reserves the right to negotiate with potential consultants so that Owner's best interests are served.

Freedom of Information Act

All information submitted to Owner in response to this RFP shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 *et seq.*) subsequent to the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

> Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Proposers desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

PRE-PROPOSAL MEETING

All proposers are encouraged to attend a pre-proposal meeting on **Tuesday, October 14 at 10 a.m.** at the Public Works Center, located at 655 Huehl Road, Northbrook, IL 60062. Representatives of the Village will be present to discuss the Work and answer questions. Owner reserves the right to reject any proposals submitted by proposers who fail to attend this pre-proposal meeting.

Opening of Proposals

Proposals will be publicly opened at 10:00 a.m., Central Time, Tuesday October 28, at the Public Work Center, located at 655 Huehl Road, Northbrook, IL 60062, and read at the time and place specified above. Proposers, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Proposers may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Proposers.

Proposer Qualifications and Evaluation Criteria

The proposers must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications,

Owner reserves the right to choose the overall best proposer according to Owner's criteria. Owner, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated contract. Owner's decision will be final.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposers. The final award of a contract for the Work is in the sole discretion of the Village Board of Trustees. Issuance of this RFP does not obligate Owner to pay any costs incurred by a proposer in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Proposer's proposal by Owner, the successful Proposer's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the agreement for the Work. Final acceptance and approval of the contract will be at the discretion of the Village Board of Trustees.

DATED this 30th day of September, 2025

VILLAGE OF NORTHBROOK

By: Jean Paul Soens
Management Analyst

VILLAGE OF NORTHBROOK

CONTRACT/PROPOSAL FOR THE TRIMMING OF PARKWAY TREES

Full Name of Proposer Advanced Tree Care ("Proposer" or "Contractor")

Principal Office Address 600 Industrial Dr, Lincolnshire IL, 60069

Local Office Address Same as above

Contact Person: Mike Bramucci E-mail: City@advanced-treecare.com

Telephone: 847-587-8500 Fax: 847-973-9484

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Jean Paul Soens, Management Analyst

Proposer warrants and represents that Proposer has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 *[if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the trimming of all genus and species of parkway and other public trees owned by Owner; and provision of emergency tree services at the various locations in the Village of Northbrook (the "Work Site").

2. Permits: Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; and

3. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal; and

4. Taxes: Pay all applicable federal, state, and local taxes; and

5. Miscellaneous: Do all other things required of Proposer by this Contract/Proposal; and

6. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Proposer's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Proposer with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Proposer's expense and risk.

E. Compliance with Village of Northbrook - No Weapons SOP. Proposers and their employees, agents, and subcontractors will be required to comply with the Owner's Standard Operating Procedure ("*SOP*") No. 11-057 "No Weapons" effective May 13, 2014, at all times during the performance of the Work. Copies of the SOP will be made available upon request.

F. **Gas Powered Leaf Blower Ban (Ordinance No. 2023-83)**: Effective 1/1/2025, the use of gas powered leaf blowers are banned, except during the periods of April 1st – April 30th, and October 1st – November 30th. Proposals should include a labor component to your quotation if you use a gas powered leaf blower for landscape maintenance during months outside of the exception periods.

By entering into this agreement, the Contractor acknowledges and agrees that any violation of Ordinance No. 2023-83 shall constitute a material breach of the terms and conditions of this agreement. In the event of such a breach, the Owner reserves the right to terminate this agreement immediately and to pursue any and all remedies available under applicable law.

G. Annual Contractor Business License: All landscape contractors must obtain an approved annual Contractor Business License from the Village's Department of Planning Services Department prior to commencing any work within the Village. The Contractor Business License can be found on the Village website here: https://www.northbrook.il.us/DocumentCenter/View/2343/Contractor-License-Application-61?bidId=. Failure to maintain a valid Contractor Business License during this agreement may result in the immediate termination of this agreement at the Village's sole discretion without notice outlined in PART 5 – FORFEITURE.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, the sum of products resulting from the tree counts for Tables 1, 2, and 3 (reference Attachments A and B accordingly). Unit pricing per tree is requested for both Standard Pruning and Structural Pruning, as specified for each designated Class of Trees in Table 1, 2, and 3 below. (**NOTE**: Proposers are advised that the quantities shown for tree pruning/trimming are approximations and are for the purposes of comparison of proposals only. Proposers are strongly encouraged to visit the sections shown in Attachment A and B for improved cost estimates).

TABLE 1

Award Through April 30, 2026 - STANDARD PRUNING				
Class of Trees	Diameter	Quantity	Unit Price (Per Tree)	Total
A	0 to 6.99"	715	$ 10.00	$ 7,15 0.00
B	7 to 14.99"	402	$ 31.00	$ 12,462.00
C	15 to 24.99"	111	$ 60.00	$ 6,660.00
D	25 to 36.99"	35	$ 80.00	$ 2,800.00
E	37+"	5	$ 1 30.00	$ 65 0.00
Total Trees =		1268	Total Cost =	$ 29,712.00

TABLE 2

Award Through April 30, 2026 - STRUCTURAL PRUNING				
Class of Trees	Diameter	Quantity	Unit Price (Per Tree)	Total
A	0 to 6.99"	14	$ 25 .00	$ 35 0.00
B	7 to 14.99"	215	$ 5 3.00	$ 11, 395 .00
C	15 to 24.99"	251	$ 71.00	$ 17,821.00
D	25 to 36.99"	165	$ 105 .00	$ 17, 325 .00
E	37+"	27	$ 205 .00	$ 5 ,5 35 .00
Total Trees =		672	Total Cost =	$ 5 4,426.00

TOTAL STRUCTURAL AND PRUNING CONTRACT COST (Table 1 and Table 2)
[Award through April 30, 2026] $ 84,148.00

Estimated Number of Working Days to Complete Planned Standard and Structural Pruning Work: 10

TABLE 3

SUPPLEMENTAL STRUCTURAL PRUNING SERVICE-BY REQUEST

Year 1 – Award Through April 30, 2026 - STRUCTURAL PRUNING				
Class of Trees	Diameter	Quantity	Unit Price (Per Tree)	Total
A	0 to 6.99"	0	$ 5 0.00	$ 5 0.00
B	7 to 14.99"	3	$ 1 35 .00	$ 405 .00
C	15 to 24.99"	5	$ 185 .00	$ 925 .00
D	25 to 36.99"	3	$ 300.00	$ 900.00
E	37+"	0	$ 35 0.00	$ 35 0.00
Total Trees =		11	Total Cost =	$ 2630.00

Structural pruning by request means that occasionally a resident requests to have a tree, non-pruning route, structurally pruned during the growing season. These unit costs will help us budget for non-route trimming requests.

TABLE 4

EMERGENCY TREE SERVICES - The following labor and equipment rental rates are for furnishing emergency tree

northbrook

PUBLIC WORKS DEPARTMENT

FROM: Jean Paul Soens, Management Analyst

DATE: October 27, 2025

SUBJECT: **REQUEST FOR PROPOSALS FOR PARKWAY TREE TRIMMING AND PRUNING ADDENDUM #1**

Include this addendum with your proposal.

ADDENDUM #1

Clarification 1: Use revised Schedule of Prices – Table 4 (below). Revised Table 4 contains additional parameters for Wood Chip Disposal and Log Disposal.

DESCRIPTION	UNIT	Award through April 30, 2026 PRICE
Unskilled/Common Labor (Monday – Friday)	Hour	$ 65.00
Unskilled/Common Labor (Saturday)	Hour	$ 95.00
Unskilled/Common Labor (Sunday and federal holidays)	Hour	$ 105.00
Skilled Labor (Monday – Friday)	Hour	$ 95.00
Skilled Labor (Saturday)	Hour	$ 105.00
Skilled Labor (Sunday and federal holidays)	Hour	$ 150.00
Supervisor/Foreman	Hour	$ 95.00
Aerial Tower (min. 50' working heights)	Hour	$ 40.00
Dump Truck	Hour	$ 25.00

Log Loader, Grapple or Clam Loader	Hour	$ 95.00
Chipper with Truck & Mounted Chip Box, Saws and Basic Equipment	Hour	$ 65.00
Horizontal/Tub Grinder with min. 500 HP	Hour	$ 400.00
Front End Loader	Hour	$ 95.00
Wood Chip Disposal • 75 – 90 yards per load	Per Load	$ 500.00
Log Disposal • Log load-minimum size: 2' • Log load-maximum size: 16' • 60 yards minimum per load	Per Load	$ 250.00

Clarification 2: Refer to pages 2–25 of Addendum #1 for additional maps depicting the locations of parkway trees specified in Attachment A of RFP.

4. The approximate quantities set forth in the Schedule of Prices for each Class of Trees are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each standard or structural tree pruning shall be made only on the actual number of acceptable trees of such standard or structural pruning in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any standard or structural tree pruning to be provided or performed, is hereby waived and released; and

5. Proposer has thoroughly examined this Contract/Proposal and has thoroughly inspected the Work Site, prior to submission of its bid.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

The Proposer shall submit to Owner monthly a written request for payment based on the amount of Work completed and services provided since the previous request for payment. Requests for payment must be submitted no later than the first day of each month for consideration and approval of payment by Owner at the Board of Trustee meetings normally held on the second and fourth Tuesday of each month. Each request for payment shall include a description (location, genus and size list) of all work completed, copies of all approved emergency service work orders, waivers and all other required attachments. Improper or incomplete requests for payment will not be submitted to Owner's Board of Trustees for payment until all disputes have been resolved or removed from the request for payment.

All payments may be subject to deduction or set off by reason of any failure of Proposer to perform under this Contract/Proposal. Each payment shall include Proposer's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Proposer's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Agreement Time Proposal - Term; Renewal

A. Initial Term: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal and per timeframes outlined in the Specifications provided Proposer shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall perform the Work diligently and continuously and shall complete the Work in accordance with the schedule approved pursuant to the Specifications. The initial term of this Agreement shall be from Village Board award and execution by the Village Manager through April 30, 2026 unless otherwise extended as provided in this agreement.

B. Renewal: Upon satisfactory completion of the Work during any term of this agreement, the Village may notify Proposer that this agreement shall be extended for additional renewal terms pursuant to prices established according to Part 4 of the Specifications. Such notice shall be given at least 60 days prior to the expiration of the then-current term, and Proposer shall notify Owner of the proposed revised Schedule of Prices and Emergency Tree Services prices within 15 days after such notice is given. If Owner approves of the revised Schedule of Prices and Emergency Tree Services prices, the agreement shall be renewed by the parties by written agreement. This agreement may be renewed up to three (3) additional one-year terms following the initial term. Future terms will run concurrent with the Village's fiscal year (May 1 – April 30).

4. Financial Assurance

A. Bonds: If this Contract/Proposal is accepted, and for each year in which the agreement is renewed, Proposer proposes, and agrees, that Proposer shall provide a Performance Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the sum of the Total Contract Price for

the then-current term, within 10 days following Owner's acceptance of this agreement or the execution of any renewal of this agreement.

B. Insurance: If this Contract/Proposal is accepted and for each year in which this agreement is renewed, Proposer proposes, and agrees, that Proposer shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance, or the execution of any renewal, of this agreement. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Proposer's duty to carry adequate insurance or on Proposer's liability for losses or damages under this agreement. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability
Limits shall not be less than:
Worker's Compensation: Statutory
Employer's Liability: $500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability
Limits for vehicles owned, non-owned or rented shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability
Limits shall not be less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.
Coverage to include:
- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability
Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Proposer's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this agreement.

D. Penalties: If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Proposer's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Proposer's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Proposer hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this agreement, including, without limitation, the performance standards set forth in Subsection 1B of this agreement; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this agreement and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws: The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Proposer agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

C. Not Barred: Proposer is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified: Proposer has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Proposer to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

E. Conflict of Interest. To the best of Proposer's knowledge, (1) no employee or agent of the Owner is interested in the business of Proposer or this Contract/Proposal; (2) as of the date of this Contract/Proposal neither Proposer nor any person employed or associated with Proposer has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal; and (3) neither Proposer nor any person employed by or associated with Proposer shall at any time during the term of this Contract/Proposal obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal.

7. Acknowledgments

In submitting this Contract/Proposal, Proposer acknowledges and agrees that:

A. Reliance: Owner is relying on all warranties, representations, and statements made by Proposer in this Contract/Proposal.

B. Reservation of Rights: Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Proposers.

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

D. Remedies: Each of the rights and remedies reserved to Owner in this agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this agreement.

E. Time: Time is of the essence of this agreement and, except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

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

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

H. Amendments: No modification, addition, deletion, revision, alteration, or other change to this agreement shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Proposer.

I. Assignment: Neither this agreement, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Proposer except upon the prior written consent of Owner.

J. Governing Law: This agreement, and the rights of the parties under this agreement shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 28 day of October, 2025.

Proposer's Status: ( ) IL (State) Corporation; (✓) _____ (State) Partnership; ( ) Individual Proprietor

Proposer's Name: Advanced Tree Care Inc

Doing Business As (if different): _____

Signature of Proposer or Authorized Agent: _____

(corporate seal if corporation)

Printed Name: Mike Bramucci

Title/Position: President

Proposer's Business Address: 600 Industrial Dr, Lincolnshire, IL 60069

Proposer's Business Telephone: 847-587-8500 Email address: office@advanced-treecare.com

If a Corporation, Limited Liability Company, or Partnership, list all Officers, Members, or Partners:

NAME	TITLE	ADDRESS
Mike Bramucci	President	600 Industrial Dr, Lincolnshire IL 60069

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

Will you be utilizing a subcontractor? ☐ YES ☐ NO

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

SUBCONTRACTOR INFORMATION

If selected "Yes" to utilizing a subcontractor, please list the subcontractor information below and include any additional subcontractor information with your bid.

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

REFERENCES

Proposals must include a minimum of three (3) references for clients with whom your company currently maintains a contract for services comparable to those specified in this Request for Proposals. References for municipal entities are preferred.

Client: Village of Deerfield

Contact Name: Dan Busscher

Contact Phone: 847-719-7458 Contact E-mail: dbusscher@deerfield.il.us

Client: Village of Wheeling

Contact Name: Vince Hoffman

Contact Phone: 847-344-4291 Contact E-mail: vhoffman@wheeling.gov

Client: Village of Winnetka

Contact Name: Andrew Lueck

Contact Phone: 224-454-4747 Contact E-mail: alueck@winnetka.org

Client: Village of Schller Park

Contact Name: Joe Blum

Contact Phone: 847-671-8550 Contact E-mail: jblum@schillerparkil.us

Client: City of Highland Park

Contact Name: Ben Miller

Contact Phone: 847-309-6653 Contact E-mail: bmiller@citypil.com

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("Owner") this _____ day of _____, 2025.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

By: _____
Derek Gau
Title: Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara Pavlicek
Title: Village Manager

CONTRACT/PROPOSAL FOR THE
TRIMMING AND PRUNING OF PARKWAY TREES

PROJECT SPECIFICATIONS

General Objective. The primary objective of these specifications is to define the conditions under which trees located in public parkways are to be trimmed or pruned. In addition, these specifications also define the conditions for providing emergency tree services. Proposals are being requested for a multi-year agreement to provide these services.

Background. The amount of work to be completed from Village Board award and execution by the Village Manager to April 30, 2026, unless otherwise extended as provided in this agreement, is solely dependent upon the funds appropriated each fiscal year by the Board of Trustees for the purposes of contractual tree trimming and emergency work. A set budget amount has been allocated for such work during the initial term of the agreement, and it is possible that budgets will vary in mutually agreed upon subsequent years. The agreement places no obligation on the Owner to appropriate funds for said work. It is understood by the CONTRACTOR that the quantities of trees listed in Section 2A Schedule of Prices, and the Contract/Proposal for Trimming of Parkway Trees are an estimate of the work to be completed during each fiscal year and are only listed for the comparison of proposals and used in preparing annual budget estimates.

Scope of Services. The successful Contractor shall furnish all supervision, labor, tools, equipment, and materials necessary to trim all genus and species of parkway and other public trees and to assist the Owner in providing emergency tree services. Trimming of parkway trees shall generally be conducted during the period of dormant growth and shall be conducted in defined areas as described by the Owner. Emergency services shall be provided immediately upon request by the Owner for assistance.

PART 1. - GENERAL PROVISIONS

1.1 Administration and Additional Work. The Contractor will be under the direct administration of the DIRECTOR OF PUBLIC WORKS or their designees. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Director and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said work.

1.2 Work Crew Supervision and Certification. The Contractor shall provide qualified supervision of each crew at all times while working under this agreement. Each supervisor must be able to converse in the English language and shall be authorized by the Contractor to accept and act upon all directives issued by the Director or their designee. Failure of the Supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the agreement unless such directives create potential personal injury, property damage or safety hazards. Each crew must have at least one individual on the job site at all times who has passed and received "Arborist Certification" from the International Society of Arboriculture.

1.3 Protection of Public and Private Property. The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice hazardous in the opinion of the Director or their designee shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The Contractor shall comply with all applicable International Society of Arboriculture ANSI, OSHA, IDOL, and other Federal and State safety standards and best practices.

Closure of public streets shall not be permitted unless prior arrangements have been made with the Director or his designee and other agencies having jurisdiction over the street proposed to be closed. Advanced warning signs, barricading and detouring of traffic shall be accomplished in conformance with the most current edition of the State of Illinois *Manual on Uniform Traffic Control Devices*. The contractor will be required to install "Sidewalk Closed" signs on either end of public sidewalks where tree trimming activity is in progress. Furthermore, spotters must be in place for protection of both vehicle and pedestrian traffic entering the work zone.

1.4 Observance of Laws, Ordinances and Regulations. The Contractor at all times during the term of this agreement, shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

1.5 Protection of Overhead Utilities. Tree trimming operations will be conducted in many areas where overhead electric, telephone and cable television facilities exist. The Contractor shall conduct the work in accordance with all OSHA regulations regarding tree trimming work around utilities. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to Contractor's operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with other utilities or create a personal injury hazard in conducting the operations of this agreement.

1.6 Location and Schedule of Work. The location of work for the initial term is generally defined as the area east of Western Avenue, south of Dundee Road, west of Waukegan Road, and north of Walters Avenue. A map of the designated work area is provided in Attachment A. Tree trimming quantities and maps for any future, mutually agreed-upon contract renewals will be provided in advance.

The parkway tree trimming schedule is subject to modification at the sole discretion of the Village, based on operational needs and prioritization. The Contractor shall coordinate the scheduling of work for both the initial term and any mutually agreed upon renewals with the Village Forester.

During the initial term, trimming operations shall commence no earlier than December 9 and conclude no later April 30. If applicable, for subsequent agreed upon renewals, trimming operations shall commence no earlier than November 1 and conclude no later than April 30. The Contractor shall submit, for approval by Owner, a schedule of the trimming operations wherein approximately twenty percent (20%) of the annual agreement is to be completed each month during the period of November 1st through April 30th. The Contractor, at its option, may exceed the twenty percent monthly trimming schedule, but shall not exceed the total annual budget amount authorized by the Director. Failure of the Contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the Contractor is in default of the agreement. No allowances or extra working days beyond the initial term or renewal periods will be permitted.

1.7 Concurrent Operations. The agreement is a non-exclusive agreement with the Owner. The Owner reserves the right to use other contractors or its own employees to perform trimming work similar to that being performed under the terms of this agreement.

1.8 Working Hours. The Contractor will be allowed to schedule its normal work hours between 7:00 AM and 7:00 PM Monday through Friday and between 9:00 AM and 5:00 PM on Saturday. Weekend work (Saturday) will only be permitted with prior written approval from the Director or their designee and any Work performed on Saturday must be supervised by the Director or their designee. Work during other hours will be allowed only on an emergency basis and as authorized by the Director or his designee. No extra compensation will be allowed for Saturday work. Work on designated ozone action, alert or warning days is not permitted. No allowances or extra working days beyond the initial term or renewal periods will be permitted for any working days missed due to ozone action, alert or warning days.

1.9 Cleanup and Disposal. All debris from tree trimming operations shall be cleaned up each evening before the work crew leaves the work site. All lawn areas shall be raked, all streets, sidewalks and driveways shall be swept, and all brush, branches, twigs, leaves and logs shall be removed from the work site, leaving the area in a condition equal to or better than that which existed prior to commencement of the work at that location.

All elm logs and branches shall be lawfully destroyed by chipping, burying, or other approved procedures which destroy the breeding ground for elm bark beetles. In no instance will the Contractor allow elm logs to be used for firewood unless all bark has been removed. The Contractor may, at its discretion, deliver non-elm and non-ash logs and wood chips to

homes as requested by residents without charge to the Owner or the resident. Such logs and chips will be dropped only on private property and not on the parkway or in the street.

Disposal of insect-infested wood must be done in strict accordance with requirements outlined by the Illinois Department of Agriculture (IDA). Insect-infested wood must be chipped into the smallest pieces to prohibit the spreading of insect larvae via bark chips.

1.10 Licenses and Permits. Pursuant to Section 1.A (2) of the Contract/Proposal, the Contractor shall, at its expense, procure all necessary licenses and permits needed to conduct the Work required under the terms of this agreement. It is probable that tree trimming will occur on the rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Cook County Highway Department. It shall be the responsibility of the Contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct the Work within these rights-of-way.

1.11 Subcontracts. The Contractor will not be allowed to subcontract work under this agreement unless prior written approval is granted by the Director. The Subcontractor, if approved, shall be bound by the conditions of the agreement between the Owner and the Contractor.

1.12 Legal Responsibility and Insurance.

A. Notice to Proceed. The Contractor shall not commence work under this contract until a notice to proceed has been provided by the Owner.

B. Additional Insured. All insurance provided by the Contractor as required by Section 4 of the Contract/Proposal, shall be by an insurance carrier having at least an "A-" rating as defined by the Bests Key Rating Guide for coverage required, with the Owner named as an additional insured for all coverages, other than Worker's Compensation and Employer's Liability coverage. The Certificate of Insurance shall reflect the actual amount of insurance in force, not just the minimum requirement of the agreement.

B. Accident Notification. In the event of accidents, or incidents of any kind that may lead to claims for damage or injury, which involve the general public and/or private or public property, the Contractor shall immediately notify the Director or his designee and shall provide a full accounting of all the details of the accident.

PART 2. - TRIMMING

2.1 Equipment. All equipment to be used for trimming and emergency work and all work to be performed shall be in full compliance with the most current revision of the ANSI Z-133.1. The Contractor shall not allow any person to use shoes with spikes, spurs, climbing irons or any other footwear which may cause injury to the trees being trimmed under the terms of this agreement.

2.2 Pruning. Standard pruning shall be performed in accordance with standards established by the National Arborist Association which are published as ANSI A300 Part 1 Pruning Standard and the ISA's Best Management Practices: Tree Pruning, as amended from time to time, which includes the removal of **all** objectionable branches otherwise described as dead, dying, diseased, interfering (within 8-feet of manmade structures), objectionable branches (V crotches/double leaders), suckers/water sprouts and weak branches. Objectionable branches lying inside and beyond the commonly described leaf area shall be removed from the main trunks and limbs. In the case of American elm, trees are to be trimmed so a "cathedral arch" effect is achieved. Crown Cleaning, Crown Thinning and Crown Raising, which involves removal of dead, dying, diseased, crowded, weakly attached, low vigor branches, one inch in diameter and larger, major interfering limbs and sucker growth. All work shall be completed in accordance with the following requirements:

A. Collar cuts shall be made to promote health under normal conditions. "Flush" cuts to the main stem behind the branch collar, which leave oval exposed wounds, shall not be made. All improperly healed scars and areas where callused growth is not established are to be traced unless otherwise directed. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another.

B. Limbs larger than one inch in diameter shall be precut (undercut) to prevent splitting/tearing.

C. Branches larger than 3½ inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.

D. At least one of all crossed or rubbing branches shall be removed to the extent possible. This removal shall not leave large holes in the general appearance of the tree.

E. Pruning shall be done in order to maintain a tree-like form typical of the species being trimmed.

F. Limbs shall be removed which overhang houses so as to provide a minimum of ten feet of clearance between the house and remaining limbs. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determinations cannot be easily made, the DIRECTOR or his designee shall be consulted.

G. All suckers and water sprouts shall be removed from the main laterals. To remove one branch of all structurally weak "(V)" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees, special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.

H. Tree-wound dressing will not be used. All tools used on a tree suspected of being infected with a contagious disease shall be thoroughly disinfected before being used on another tree.

2.3 Lifting. Lifting shall consist of the removal of lower branches to provide for pedestrian and vehicular clearance. In lifting the bottom branches of the trees for clearance, care should be given to the symmetrical appearance of the entire crown.

Lifting shall provide for a minimum clearance of ten (10) feet over the sidewalk and where practical, a minimum of fourteen (14) feet at the curb line or edge of pavement.

2.4 Aerial Line Clearance. It shall be the responsibility of the Contractor to make special arrangements as needed with the utility companies to provide clearance around the utilities' aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons performing the Work or persons in the vicinity. All work shall be done in accordance with OSHA regulations regarding tree trimming activities around utility lines.

Attention is to be given, to the extent possible, to present a symmetrical appearance after the tree is cut back. Trees should be shaped to remain in an appearance which is shapely and typical of their species. Sides shall be reduced in order to maintain a tree-like form.

Care must be taken in pruning thin barked trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk or top of large branches. Trees shall not be reduced by more than 1/3 of the total area prior to trimming.

2.5 Precautions. The Contractor shall take all necessary steps and precautions to protect trees from insect and disease damage which may be caused by the Contractor's operations.

Except in emergencies, elm trees shall not be trimmed between April 1st and October 31st in order to minimize the transmission of Dutch elm disease. Trees and branches having thin bark and being susceptible to sun scald shall be trimmed during the dormant season to minimize damage.

Trees suspected of being infected or diseased shall be trimmed in a manner to minimize the spread of the infection or disease. Tools and equipment capable of transmitting infection or disease shall be disinfected with alcohol and thoroughly cleaned after each tree has been trimmed.

2.6 Notice of Defective Trees. As the Contractor conducts operations, the Contractor shall give written notice to the Director or his designee of the locations of all trees suspected of being diseased, infected, structurally weak, having split crotches or branches, and/or having decayed or weakened trunks.

2.7 Measurement and Payment. Tree trimming shall be paid for at the agreed upon contract cost for EACH TREE TRIMMING (Standard or Structural) of the class specified. The classification of each tree will be based on the diameter of the tree measured at breast height (DBH). DBH of trees shall be measured at a height of 4½ feet above the average ground level at the tree. Multi-stemmed trees having a crotch less than 4½ feet above the ground shall be measured at the height of one foot below the crotch. Final diameter measurements shall be reported to the nearest inch, as follows:

Class A - one inch (1") to 6.99 inches (6.99")

Class B - seven inches (7") to 14.99 inches (14.99")

Class C - fifteen inches (15") to 24.99 inches (24.99")

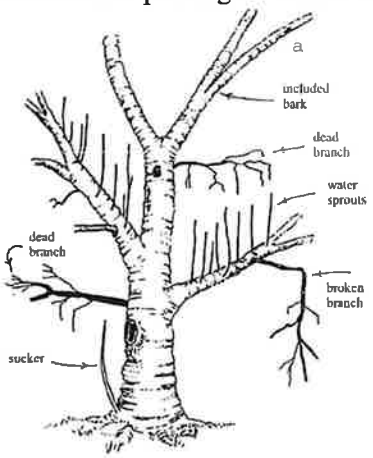
Class D - twenty-five inches (25") to 36.99 inches (36.99")

Class E - thirty-seven inches and over (37+)

Pruning Categories:

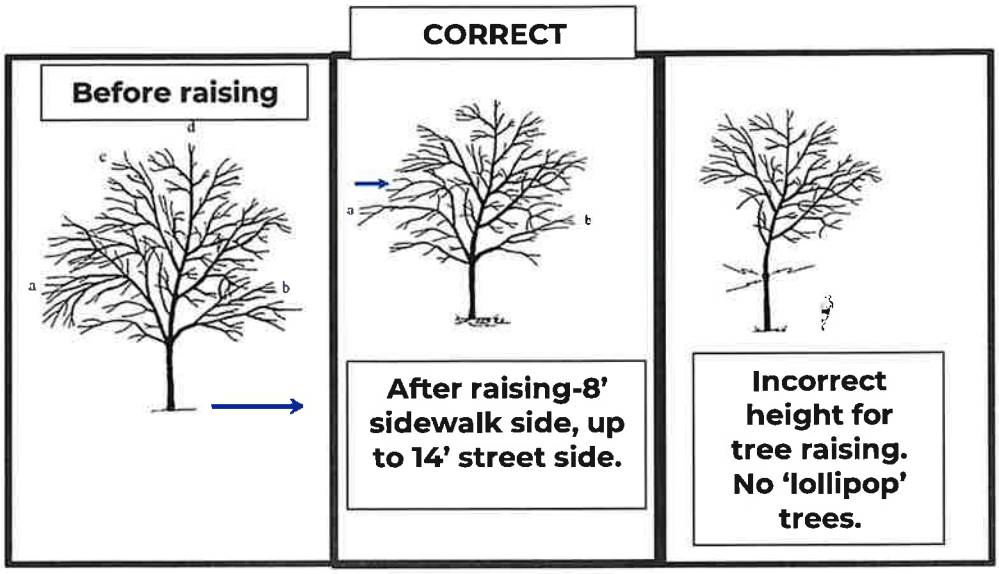
Standard Tree Pruning-Canopy or Crown Cleaning and Trimming and Canopy Raising
Annual tree pruning is generated on a request basis and can be done at any time of year, except early Spring into Summer. Spring and Summer are critical times in tree growth and disturbing the tree by wounding them with pruning cuts puts undue stress on the tree. This rule would be suspended in response to any unforeseen storm activity during these times.

Annual tree pruning consists of ***Crown Cleaning and Raising*** as the primary pruning techniques.



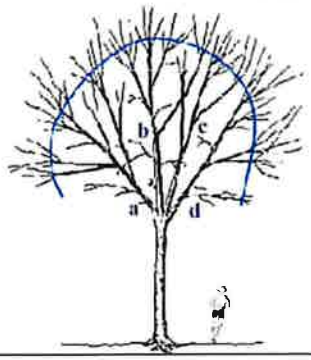
Crown Cleaning primarily removes crossing limbs, dead branches, suckers and broken branches.

No more than 30% of the canopy can be removed in any growing season. *ANSI A300, Part 1, Tree Pruning Standard*

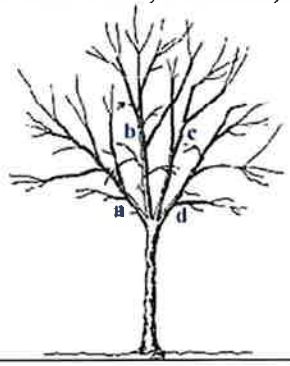


Structural and Standard Pruning (*done in the dormant season contractually)*
Every 8 to 10 years, certain sections of approximately 1,700 to 2,200 parkway trees are selected to have standard and structural pruning done to the trees. This ensures the trees are more resilient to storm damage, the architecture of the branches are trained and shaped for better form, and that trees are thoroughly inspected to ensure the tree can remain vital and resilient for the future.

Structural pruning consists of ***Structural and Standard Thinning pruning.***
Periodic pruning done during the dormant season consists of pruning to develop stronger architecture and form, promote desirable branch spacing, promote or encourage growth in a particular direction, and minimize interference with sightlines, roads and walks, structures, signals and signs.

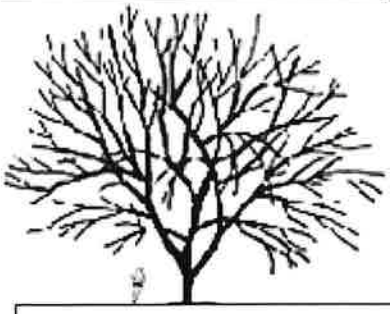


Before structural pruning

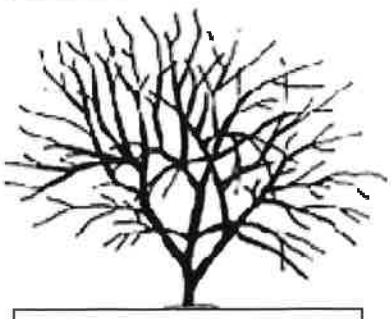


After structural pruning

Structural pruning consists of removal of interior branches and witches brooms, and other architectural abnormalities including any cracked or intrusive branches that may pose a problem once leaves have grown on the branches during the growing season.



Before standard thinning pruning



After standard thinning pruning

Thinning pruning requires removal of epicormics shoots, weak branches, interior branches that have been shaded out, allows better light penetration to inhibit foliar disease infection, and helps trees resist storm damage. "***Lions tailing***", which is cutting excessive branches from the interior to leave only exterior branches is not permitted.

PART 3. - EMERGENCY WORK

3.1 Need and Response. Throughout the term of the agreement, it may become necessary for the Contractor to assist the Owner in providing emergency tree services. The Contractor shall provide telephone numbers at which contact can be made with Contractor on a 24-hour emergency basis. When severe winds, ice storms, and/or other conditions require emergency assistance, the Contractor shall respond and commence work within six (6) hours of receiving the emergency request notification. The Contractor shall provide emergency assistance in the manner as set forth by the Director or their designee.

3.2 Equipment. When the request for emergency assistance has been issued, the Contractor must be able to furnish as a minimum the following quantity and types of equipment:

A. Two aerial towers/lifts with a minimum working height of 50 feet.

B. Two dump trucks with minimum 25,000 GVW, or integral aerial/chipper box units.

C. Clam loader.

D. Two chippers having the capability to chip at least 12-inch logs (17" preferred).

E. Ability to rent or utilize a tub grinder.

F. Hand tools, chain saws and miscellaneous equipment.

3.3 Labor Classification. For the purpose of emergency services only, labor shall be classified as follows:

A. Unskilled/common - used for general ground operations including loading, cutting limbs on the ground with a chain saw, driving trucks, operating chipper and cleanup.

B. Skilled - describes laborer proficient in working in trees in an aerial truck or by traditional climbing methods and also having proficiency in operating all related mechanical equipment.

C. Supervisor - describes foreman or supervisor of emergency assistance work force. This position has responsibility for giving directions, making decisions, assessing and correcting safety hazards and all work completed by the Contractor.

3.4 Records. When engaged in providing emergency assistance, the Contractor shall provide daily records of the hours worked for all equipment and personnel. The records shall be reviewed and signed by the Director or their designee, and all such records shall be submitted in duplicate.

3.5 Measurement and Payment. Payment for services rendered under emergency assistance shall be made for only those hours actually worked in giving assistance. No allowances will be given for travel time to and from the Work Site.

Payment for emergency work performed by the Contractor during the hours of 7:00 AM to 5:00 PM Monday through Friday shall be made at the HOURLY LABOR RATE for each labor classification as set forth in the Contract/Proposal.

The HOURLY LABOR RATES as proposed for each labor classification in the Contract/Proposal shall include all labor, costs, fringe benefits, insurance, pension, overhead, and profit as required by the Contractor and shall include the furnishing of all hand tools, chain saws, miscellaneous equipment and fuel for these tools.

PART 4. - ESCALATION ALLOWANCES

4.1 Payment Escalation. Fixed pricing is requested for the initial term (Village Board award and execution by the

Village Manager through April 30, 2026). In the event this agreement is extended in accordance with Section 3 for the 2nd, 3rd, or 4th year, the Contractor may request an escalation in the price for services to be performed under the extended agreement by giving written notice to the Village. The allowable escalation of the agreement shall be limited to the lesser of (i) the annual average percentage increase in the Chicago Consumer Price Index (CPI) for All Urban Consumers, as published by the Bureau of Labor Statistics (available at 312-353-1880 or www.bls.gov) for the previous 12-month period, or (ii) three percent (3%). Only one increase shall be allowed in the 2nd, 3rd, or 4th year extension of the agreement. The Village may elect to rebid the service in the event of such notice, but shall be obligated to rebid if a notice of price increase exceeds the CPI for the Chicago Metropolitan area.

PART 5. - FORFEITURE

Notwithstanding any other rights of cancellation contained herein, the Owner reserves the sole right to cancel this agreement, with or without cause, by serving notice to the Contractor, by certified mail, return receipt requested, of such intent to cancel this entire agreement no less than thirty (30) days prior to any such proposed cancellation date. Such cancellation to be without recourse, except for any sums owed to either party at the time of cancellation. The Contractor acknowledges that all work performed under this agreement is contingent upon the Village Board's approval of the funding for the work. The Contractor shall continue to perform all agreed upon work until the date of cancellation of the agreement.

Issuance of the cancellation notice by the Owner shall be an indication of the intentions of the Owner to take the work out of the control of the Contractor and to re-let the work to other contractors. The cost of completing all the work and all expenses incurred by the Owner in completing the agreement shall be charged to the Contractor and shall be deducted and paid by the Owner out of such monies as may be due or may become due to said Contractor. Any deficiencies of monies required to complete the agreement by others shall be paid to the Owner by the Contractor forthwith and the bondsman will be held liable for any such deficiency. Should it become necessary for the Owner to declare the agreement in default, such default shall in no case relieve the Contractor or its bondsman of any of the conditions of the contract.

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR THE
TRIMMING OF PARKWAY TREES

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME AND ADDRESS OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS Contractor has entered into a written agreement dated ***[DATE OF CONTRACT]***, with Owner entitled "Contract/Proposal Between Village of Northbrook and ***[CONTRACTOR'S NAME]*** for the Trimming of Parkway Trees" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the trimming of all genus and species of parkway and other public trees owned by Owner and provision of emergency tree services; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Specifications; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the

obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this ____ day of _____, 2025.

Attest/Witness:

By:_____

Title: _____

PRINCIPAL: **\[NAME OF CONTRACTOR]**

By:_____
\[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title:_____
\[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

Attest/Witness:

By:_____

Title: _____

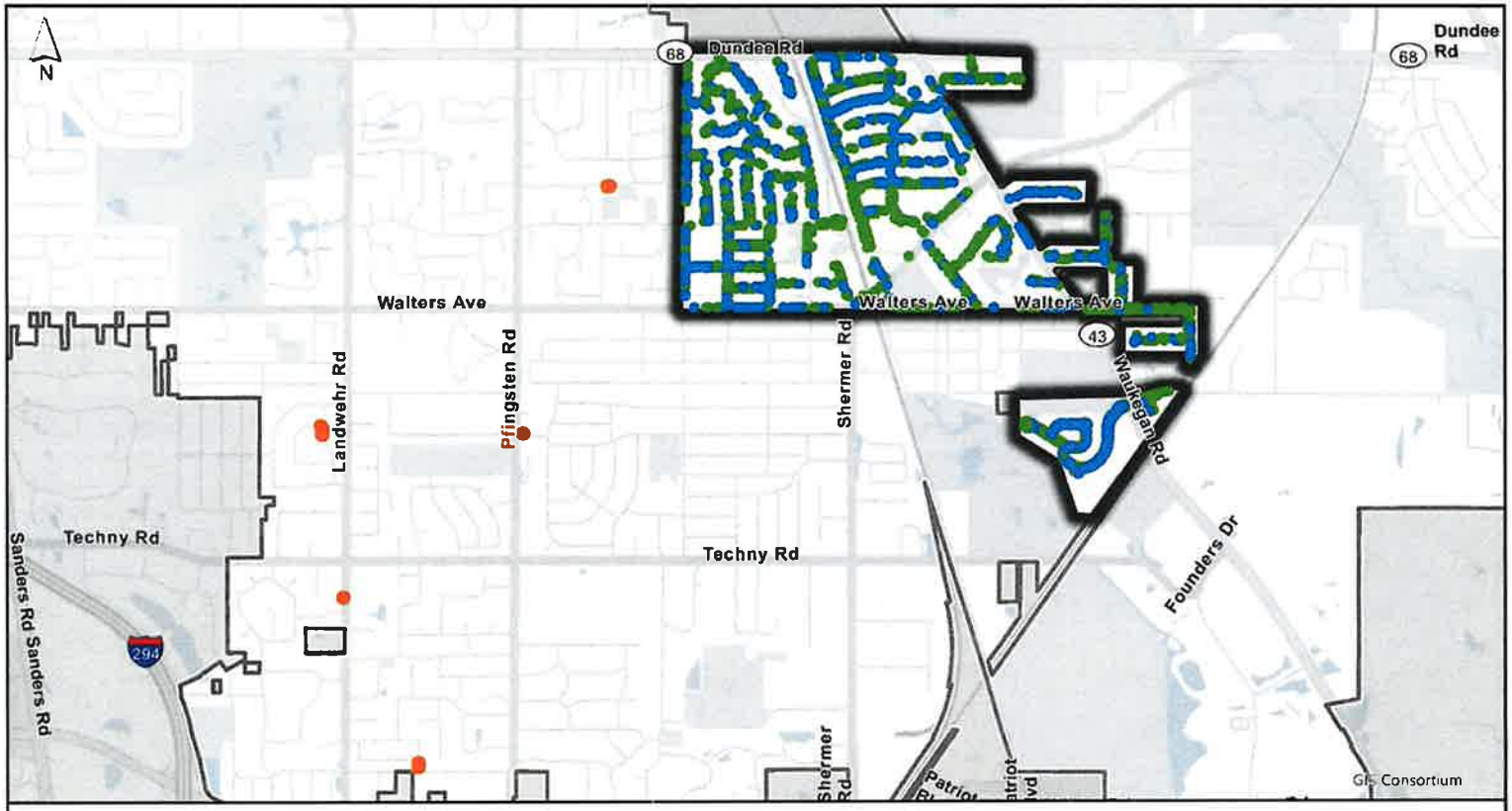
Telephone: _____

SURETY: **\NAME OF SURETY**

By:_____

Title:_____

ATTACHMENT A



Tree Trimming

FY 25/26

northbrook

Size Class	Parkway		Supplemental	Class Total
	Standard	Structural	Structural	
1" - 6"	715	14		729
7" - 14"	402	215	3	620
15" - 24"	111	251	5	367
25" - 36"	35	165	3	203
37"+	5	27		32
Total	**1268**	**672**	**11**	**1951**

9/23/2025

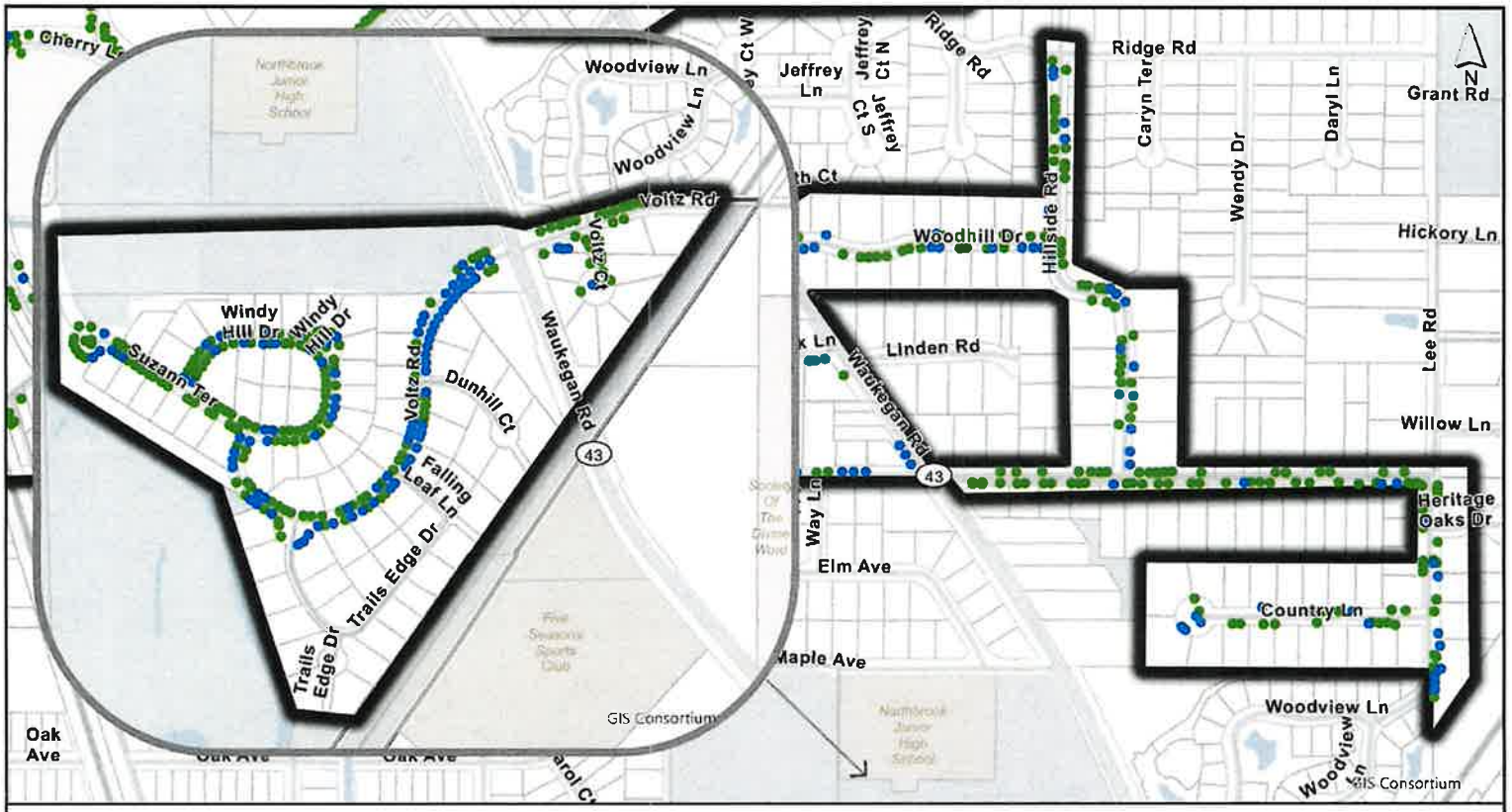
Tree Trimming

FY 25/26

1 of 2

Size Class	Parkway		Class Total
	Standard	Structural	
1" - 6"	715	14	729
7" - 14"	402	215	617
15" - 24"	111	251	362
25" - 36"	35	165	200
37"+	5	27	32
Total	**1268**	**672**	**1940**

9/23/2025



Tree Trimming

FY 25/26

2 of 2

northbrook

Size Class	Parkway		Class Total
	Standard	Structural	
1" - 6"	715	14	729
7" - 14"	402	215	617
15" - 24"	111	251	362
25" - 36"	35	165	200
37"+	5	27	32
Total	**1268**	**672**	**1940**

9/23/2025

ATTACHMENT B

Supplemental Structual Pruning — Northbrook, IL

Nearest Address	TREEID	Location Description	Common Name	Size Class	Diameter
1704 SHAWNEE TRL	5H-429	102' S. OF Silver Pine, 5' WOC	Honey Locust	Class C	21
1704 SHAWNEE TRL	5H-432	20' E. OF DR., 5' SOC ON SILVERPINE	Honey Locust	Class C	24
1704 SHAWNEE TRL	5H-428	125' S. OF Silver Pine, 5' W. OF CURB	Honey Locust	Class C	24
1704 SHAWNEE TRL	5H-431	35' S. OF Silver Pine, 5' WOC	Frontier Elm	Class B	11
2060 LANDWEHR RD	6H-126	27' N. OF DR., 19' WOR.	Silver Maple	Class D	33.5
2744 KOEPKE RD	5L-261	11' W OF E DR., 5' N. of curb	Honey Locust	Class C	18
2466 VICKI LN	7J-20	12' S. OF FRNT. WLK., 5' WOC.	Honey Locust	Class C	18
2466 VICKI LN	6J-446	12' N. OF FRNT. WLK., 6' WOC.	Autumn Blaze Maple	Class B	7
2466 VICKI LN	7J-58	20' S. OF X-WLK., 5' WOC.	Chinkapin Oak	Class B	12
2541 SHANNON RD	3M-89	17' W OF DRIVE, 5' SOC	Silver Maple	Class D	35.5
2541 SHANNON RD	3M-88	13' E OF DRIVE, 5' SOC	Silver Maple	Class D	26

FY 25/26

ADVANC1 OP ID: EA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 847-367-2633 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	CONTACT NAME: Todd Silver PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : WESTERN NATIONAL INSURANCE — 15377
INSURED Advanced Tree Care Inc 600 Industrial Dr. Lincolnshire, IL 60069	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		CPP 1191671 07	08/02/2025	08/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CPP 1189282 07	08/02/2025	08/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1032201 07	08/02/2025	08/02/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 1026057 07	08/02/2025	08/02/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDL INSDS ARE ADDED TO THE GL POLICY W/RESPECT TO WORK PRFMD BY THE NAMED INSDS AS REQUIRED BY SIGNED WRITTEN CONTRACT: VILLAGE OF NORTHBROOK.

CERTIFICATE HOLDER

VILNORT

VILLAGE OF NORTHBROOK
655 HUEL RD
NORTHBROOK, IL 60062

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Silver

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northbrook

Tree Trimming

FY 25/26

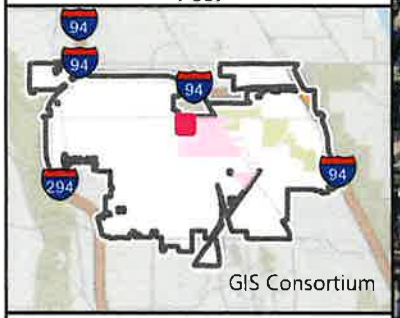
Page 1 of 23

- Standard Prune (91)
- Structural Prune (64)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (21)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 75 150 300

Feet



10/13/2025

northbrook

Tree Trimming

FY 25/26

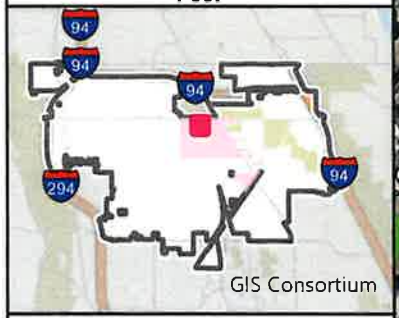
Page 2 of 23

- Standard Prune (63)
- Structural Prune (86)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (23)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 75 150 300

Feet



10/13/2025

northbrook

Tree Trimming

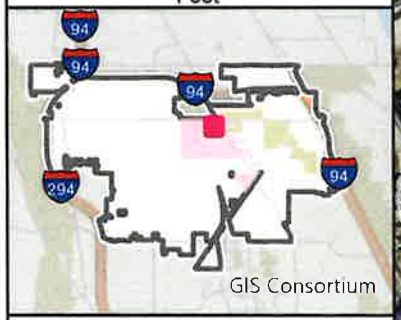
FY 25/26

- Standard Prune (82)
- Structural Prune (77)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (23)

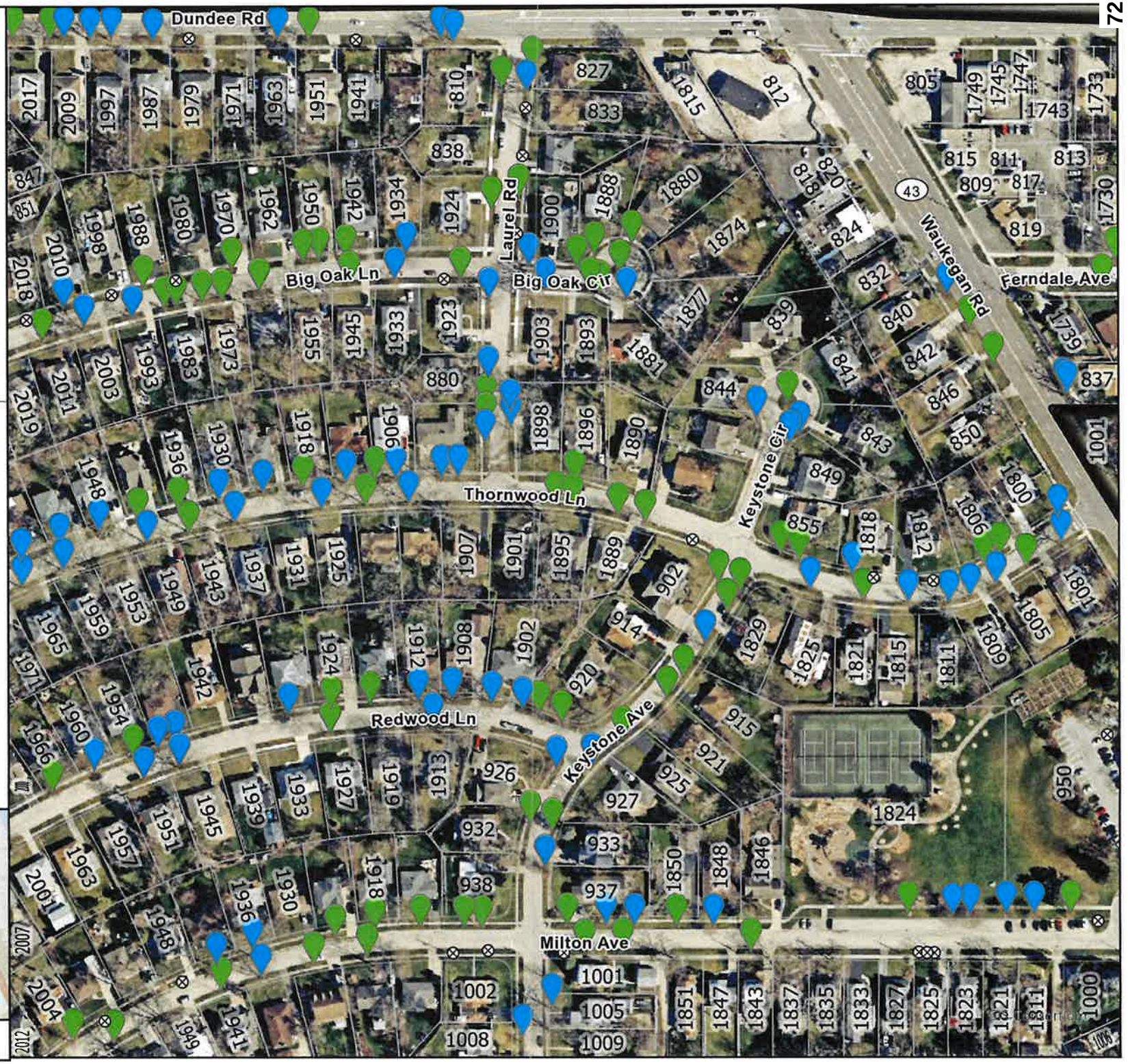
**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 75 150 300

Feet



10/13/2025



northbrook

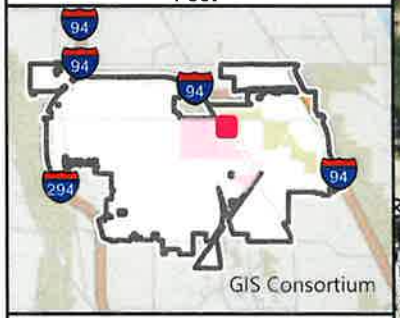
Tree Trimming

FY 25/26

- Standard Prune (66)
- Structural Prune (29)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (10)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 75 150 300
Feet



10/13/2025

northbrook

Tree Trimming

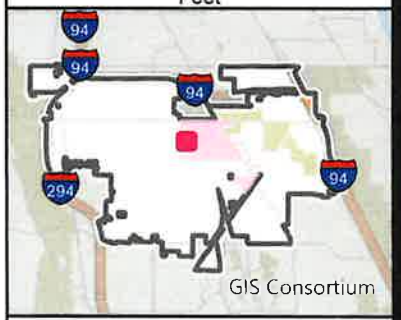
FY 25/26

- Standard Prune (93)
- Structural Prune (70)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (19)

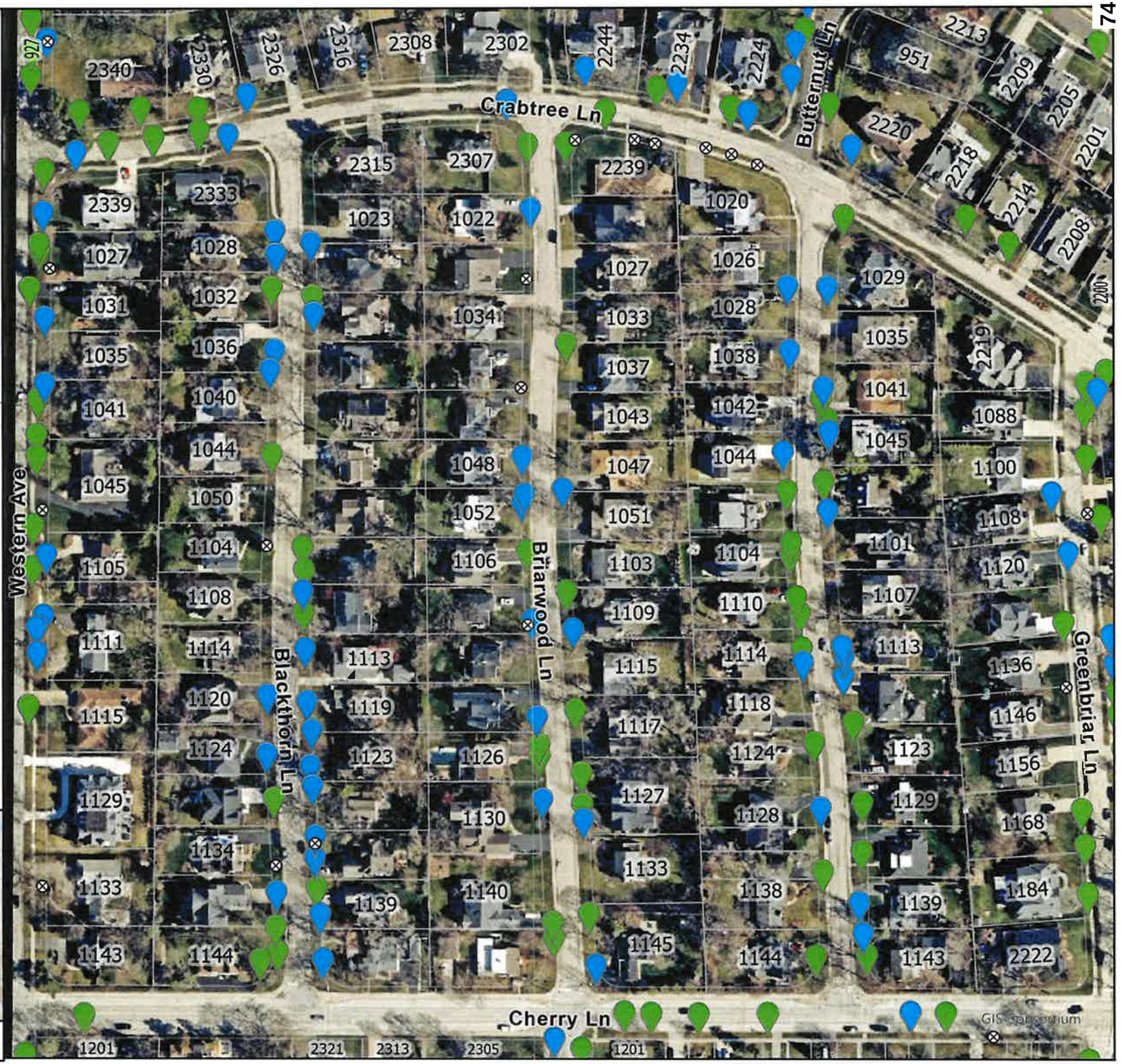
**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 65 130 260

Feet



10/13/2025



northbrook

Tree Trimming

FY 25/26

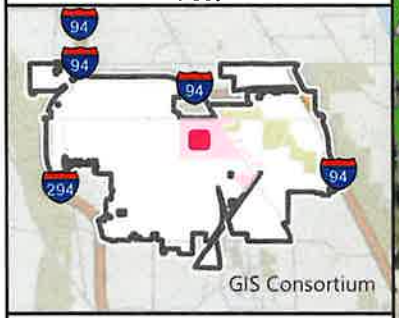
Page 6 of 23

- Standard Prune (115)
- Structural Prune (46)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (30)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 65 130 260

Feet



10/13/2025

northbrook

Tree Trimming

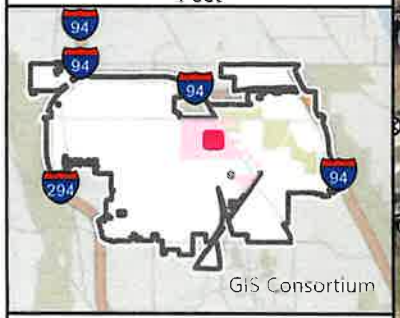
FY 25/26

Page 7 of 23

- Standard Prune (150)
- Structural Prune (41)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (34)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 65 130 260
Feet



10/13/2025

northbrook

Tree Trimming

FY 25/26

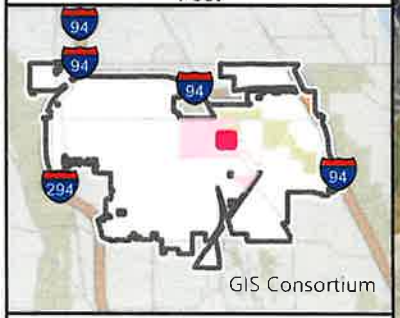
Page 8 of 23

- Standard Prune (43)
- Structural Prune (23)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (5)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 65 130 260

Feet



10/13/2025

northbrook

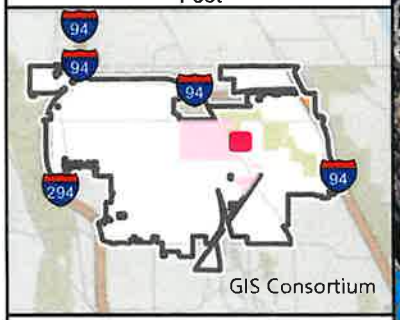
Tree Trimming

FY 25/26

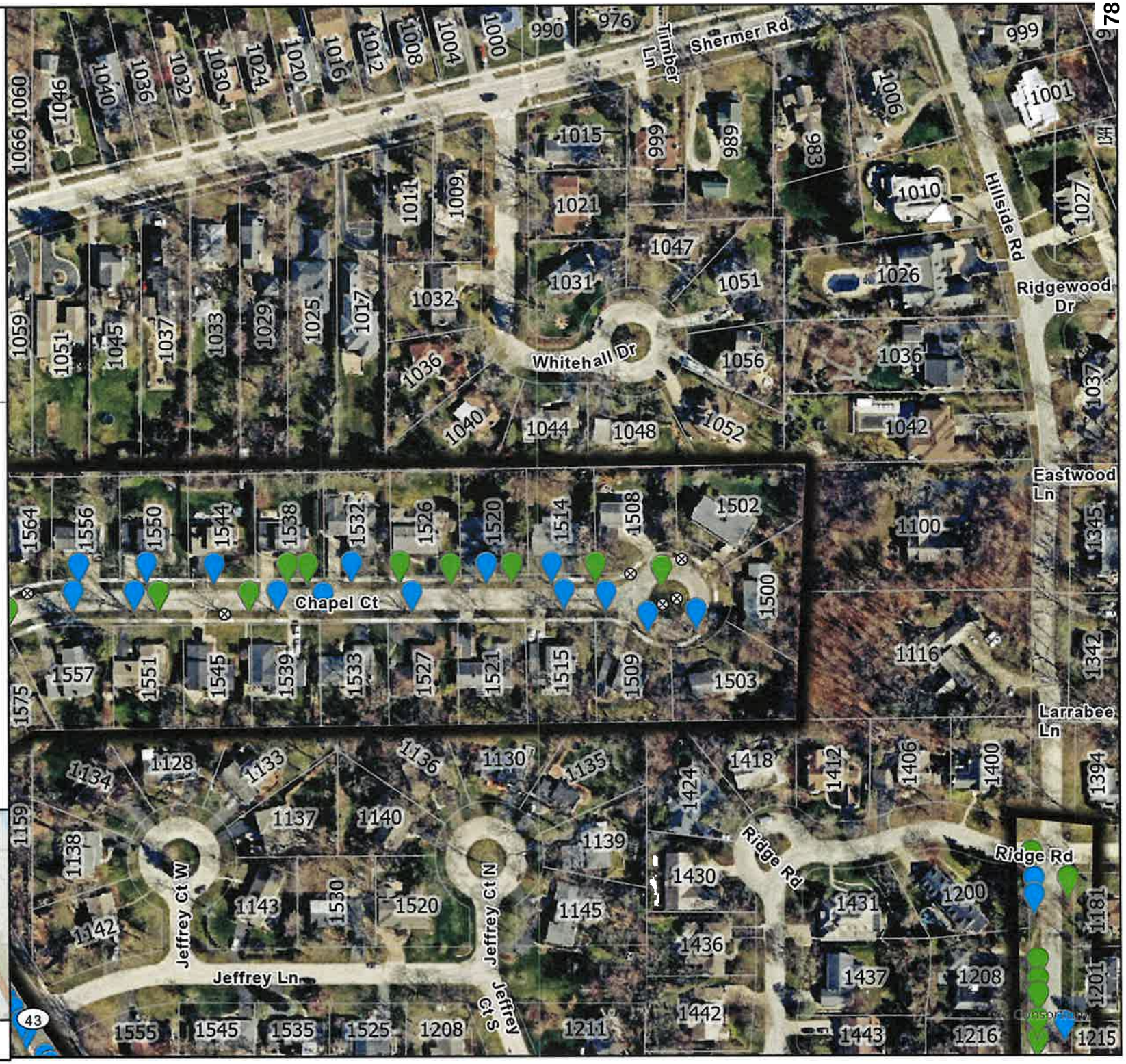
- Standard Prune (17)
- Structural Prune (26)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (6)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280
Feet



10/13/2025



northbrook

Tree Trimming

FY 25/26

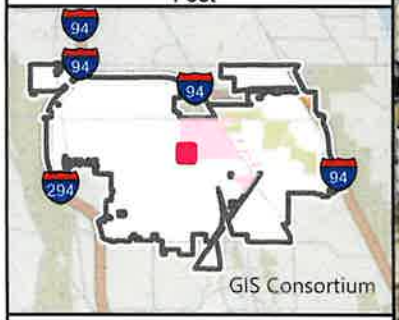
Page 10 of 23

- Standard Prune (126)
- Structural Prune (77)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (23)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280

Feet



10/13/2025

northbrook

Tree Trimming

FY 25/26

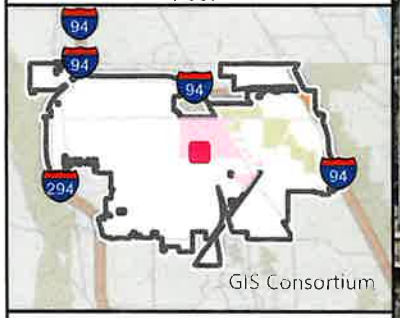
Page 11 of 23

- Standard Prune (104)
- Structural Prune (27)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (158)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280

Feet



10/13/2025

northbrook

Tree Trimming

FY 25/26

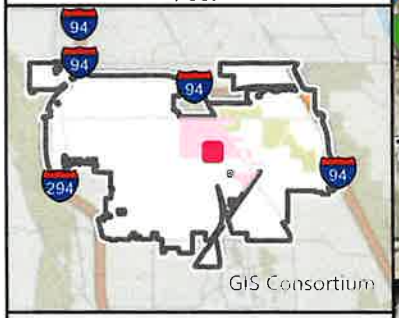
Page 12 of 23

- Standard Prune (61)
- Structural Prune (16)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (55)

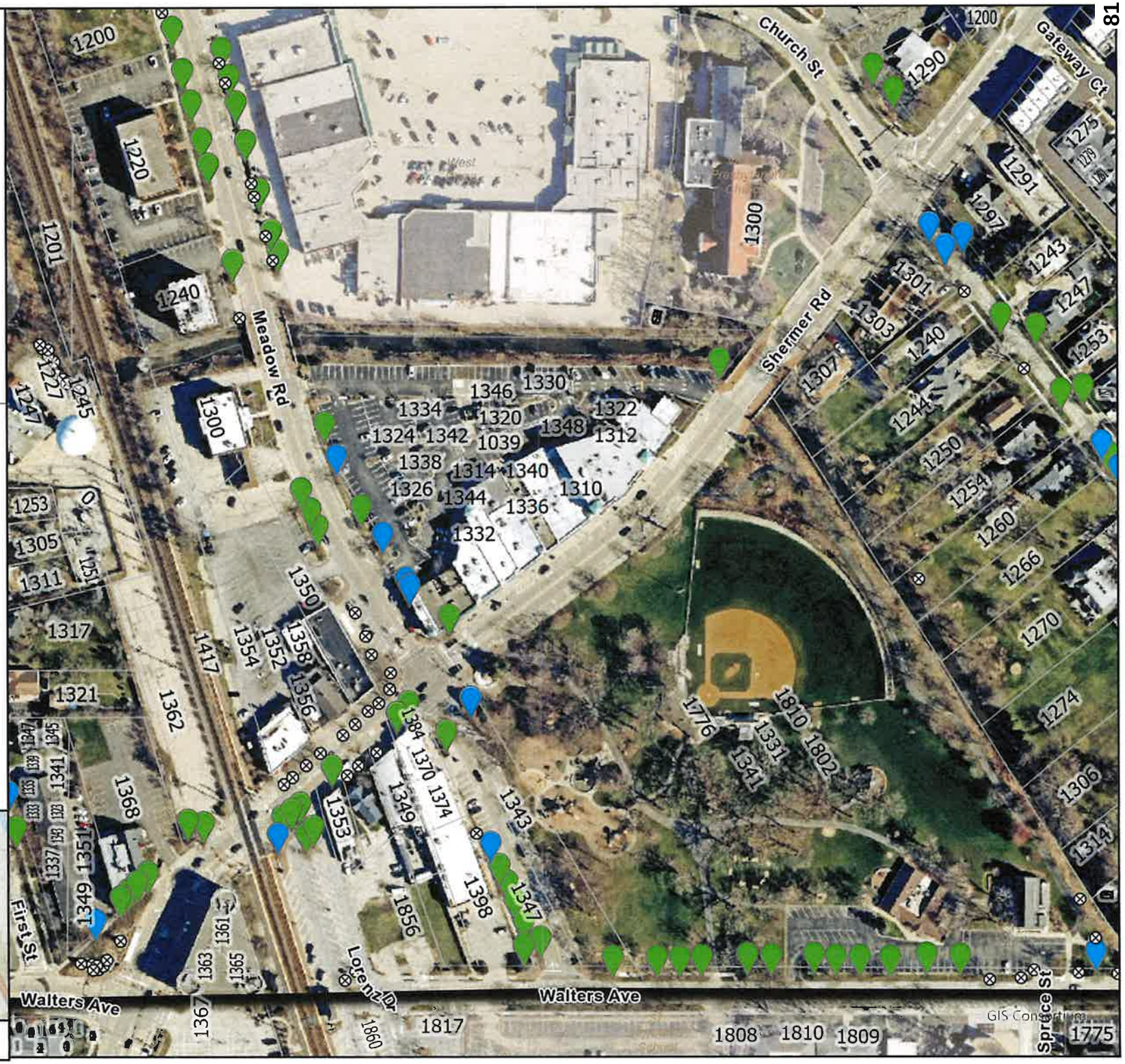
**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280

Feet



10/13/2025



northbrook

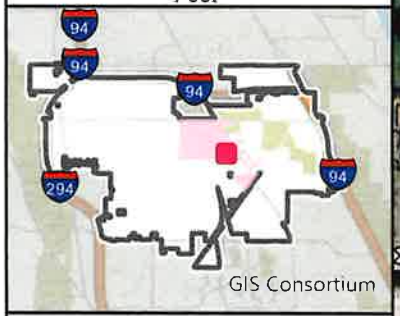
Tree Trimming

FY 25/26

- Standard Prune (74)
- Structural Prune (32)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (21)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280
Feet



10/13/2025

northbrook

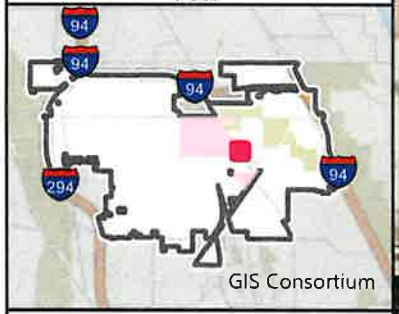
Tree Trimming

FY 25/26

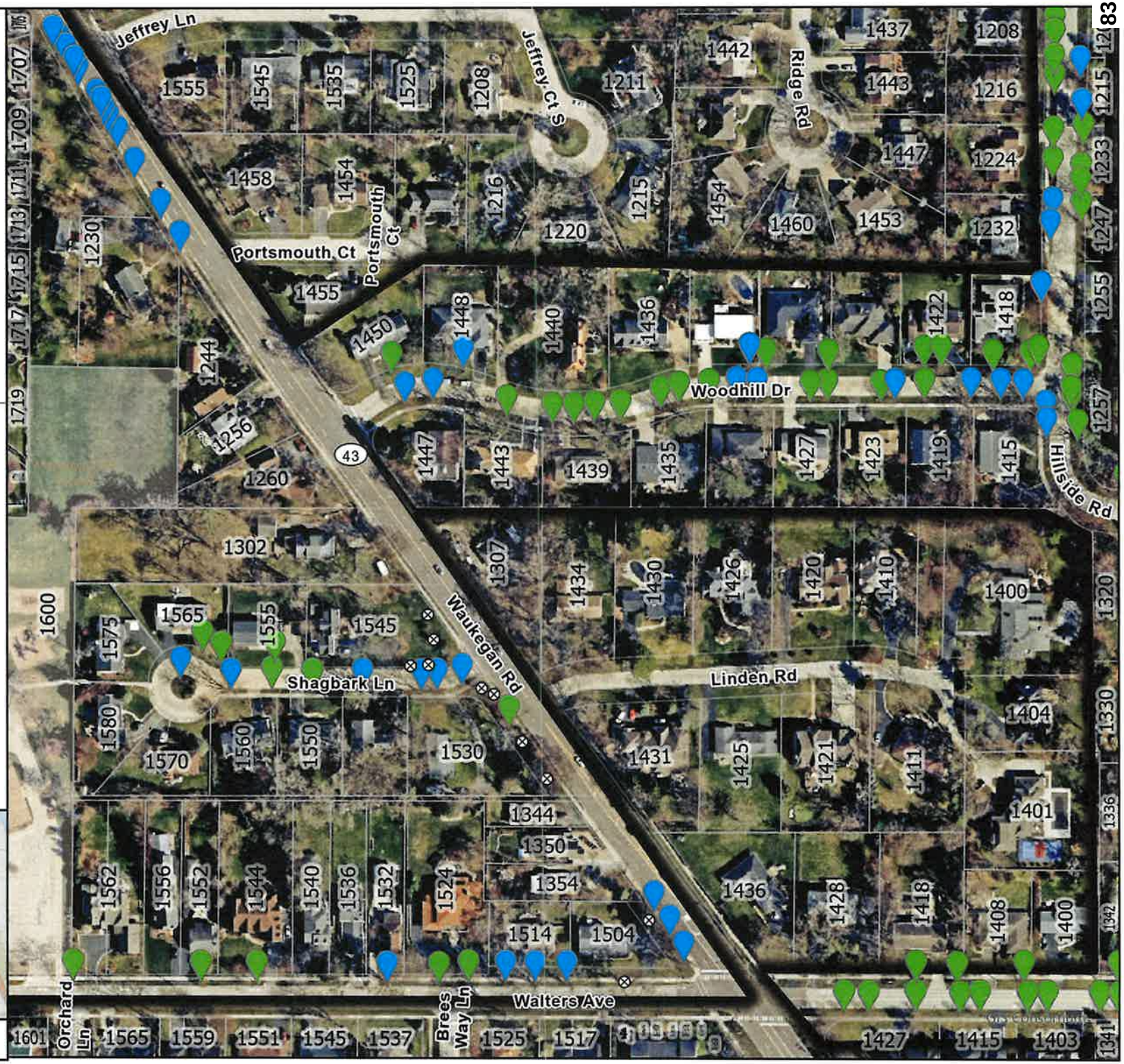
- Standard Prune (61)
- Structural Prune (43)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (10)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280
Feet



10/13/2025



northbrook

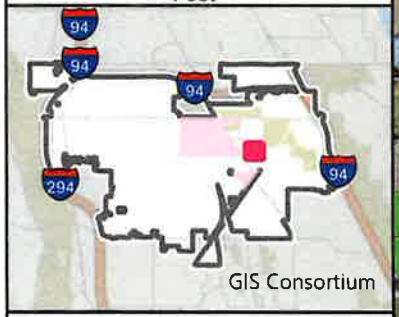
Tree Trimming

FY 25/26

- Standard Prune (88)
- Structural Prune (21)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280
Feet



10/13/2025

northbrook

Tree Trimming

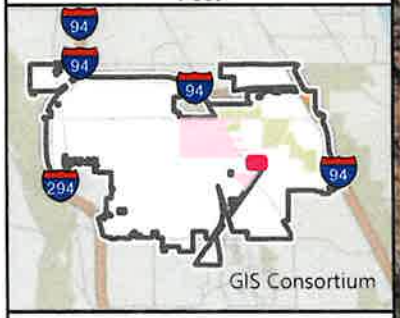
FY 25/26

Page 16 of 23

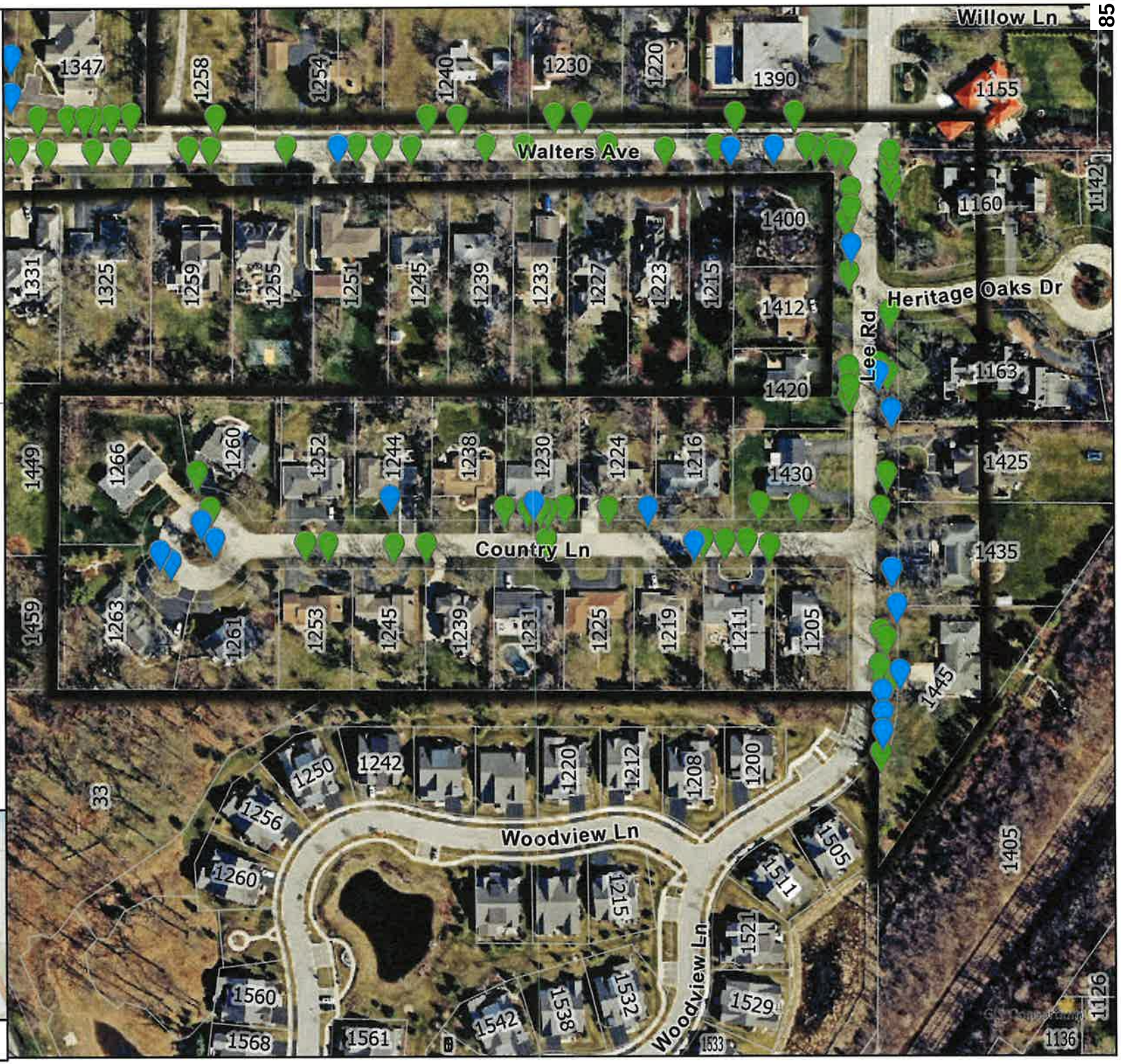
- Standard Prune (77)
- Structural Prune (23)
- Supplemental Structural Prune (0)
- Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 65 130 260
Feet



10/13/2025



northbrook

Tree Trimming

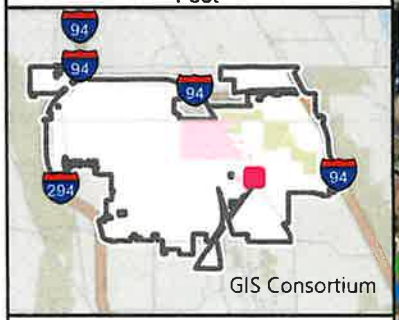
FY 25/26

Page 17 of 23

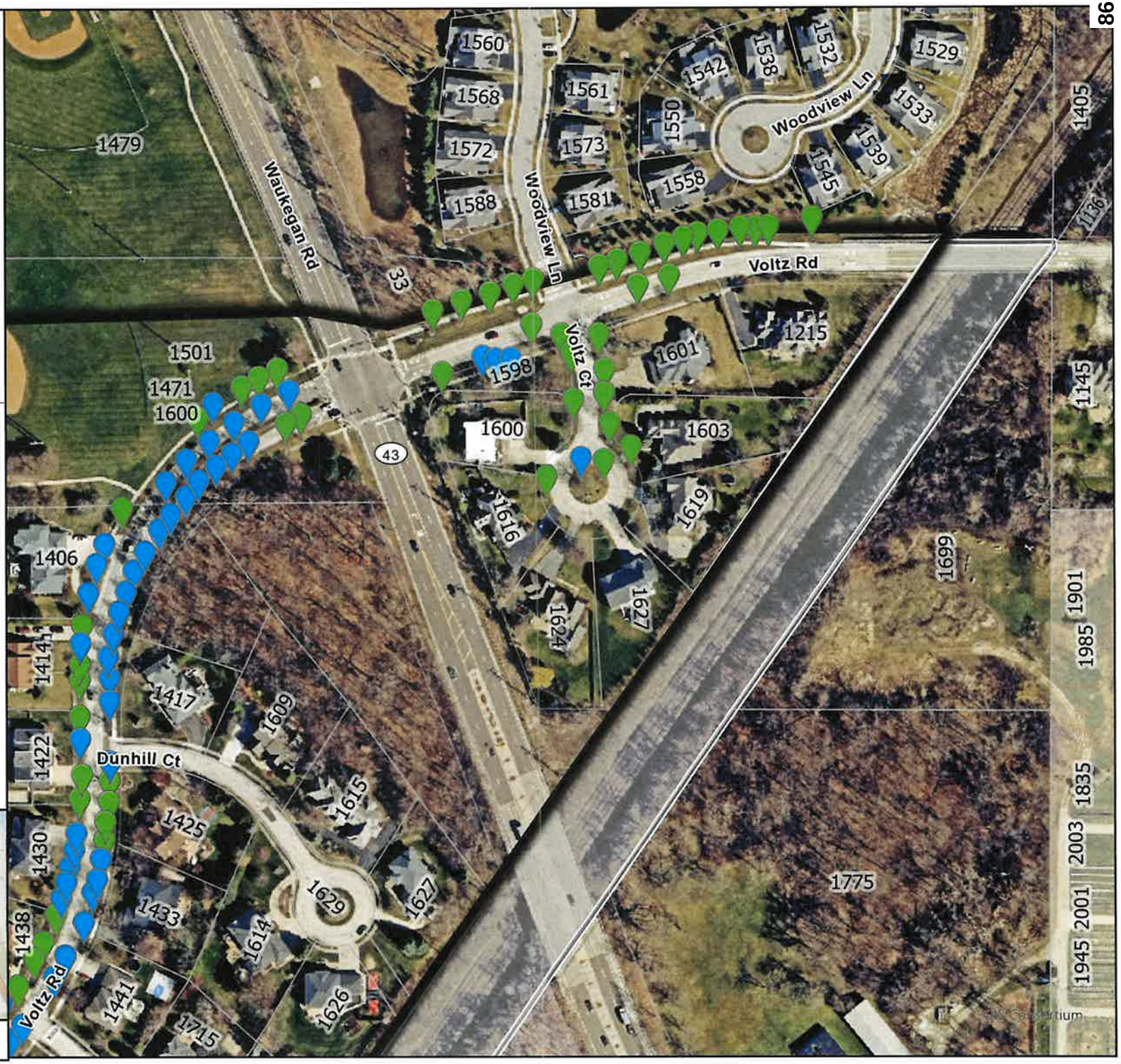
- Standard Prune (51)
- Structural Prune (46)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 70 140 280
Feet



10/13/2025



northbrook

Tree Trimming

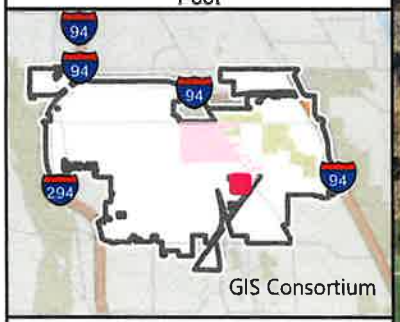
FY 25/26

Page 18 of 23

- Standard Prune (142)
- Structural Prune (80)
- Supplemental Structural Prune (0)
- ⊗ Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 75 150 300
Feet



10/13/2025

northbrook

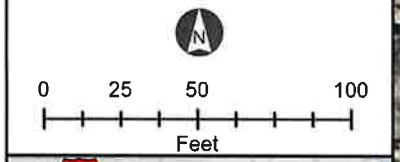
Tree Trimming

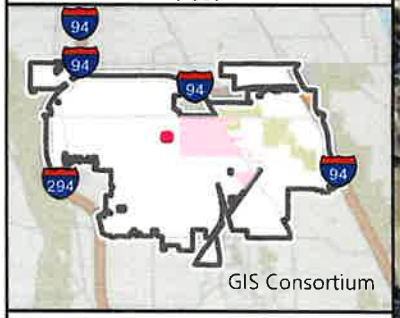
FY 25/26

Page 19 of 23

- Standard Prune (0)
- Structural Prune (0)
- Supplemental Structural Prune (2)
- ⊗ Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*





10/13/2025

northbrook

Tree Trimming

FY 25/26

Page 20 of 23

Standard Prune (0)

Structural Prune (0)

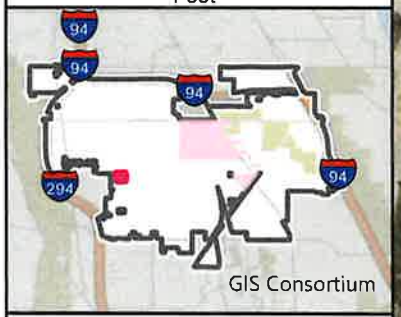
Supplemental Structural Prune (4)

Already Trimmed / Ignore (0)

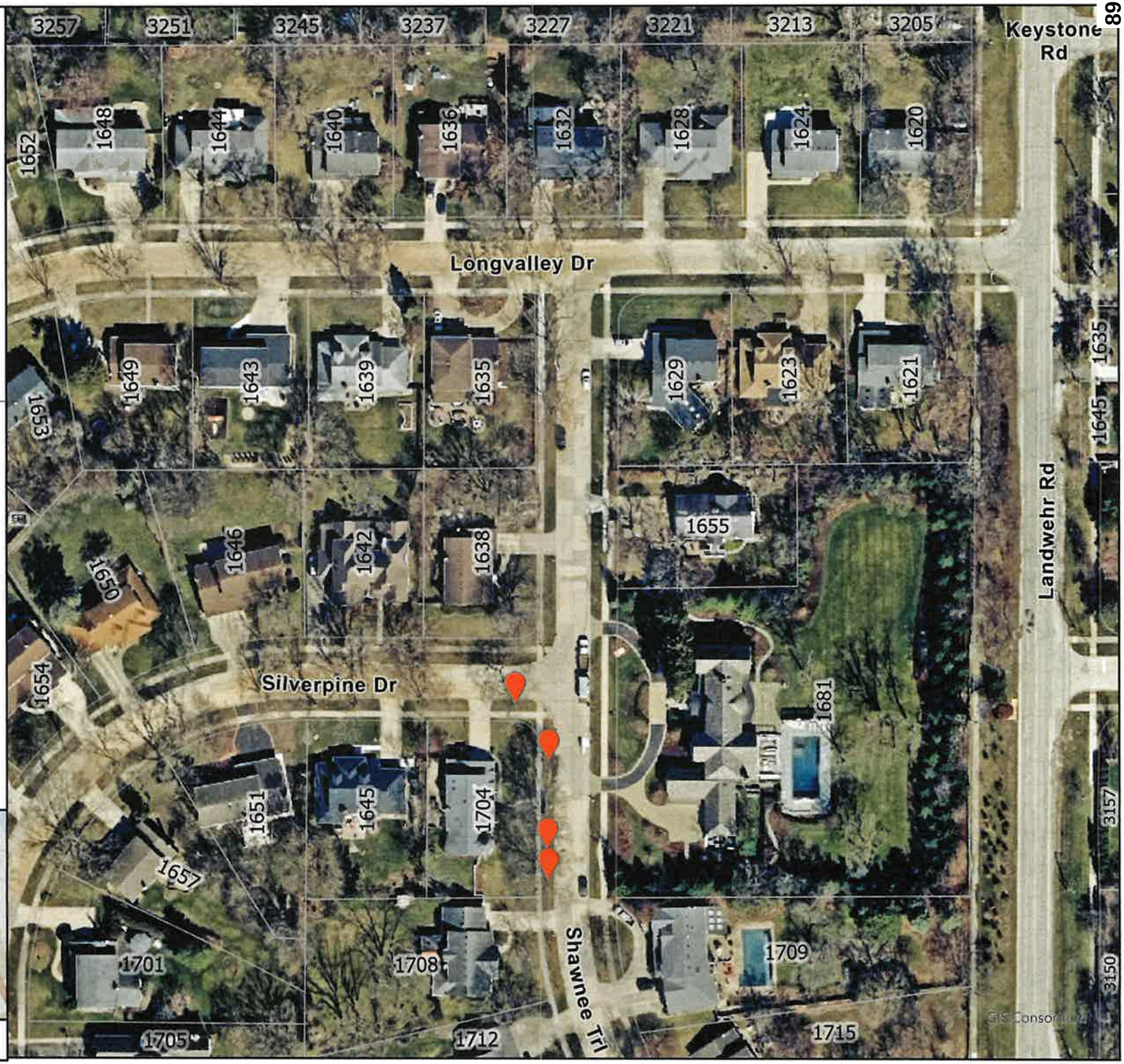
**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 40 80 160

Feet



10/13/2025



northbrook

Tree Trimming

FY 25/26

Page 21 of 23

Standard Prune (0)

Structural Prune (0)

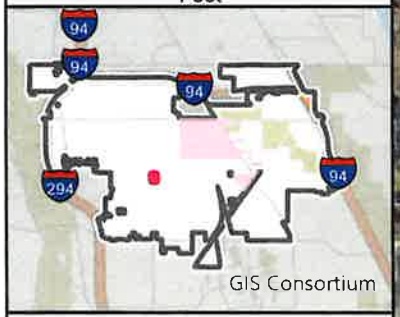
Supplemental Structural Prune (1)

Already Trimmed / Ignore (0)

**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 37.5 75 150

Feet



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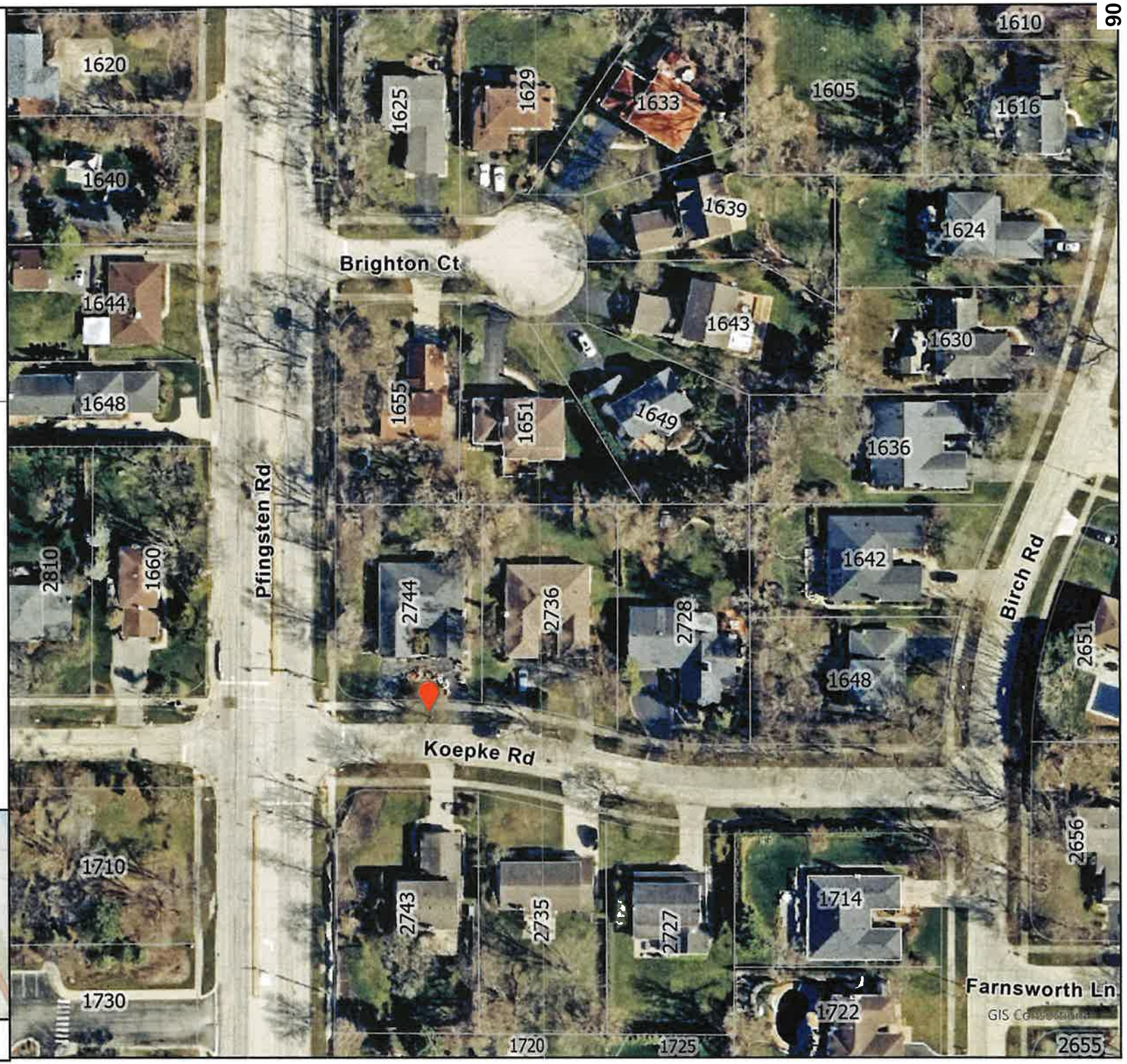


northbrook

Tree Trimming

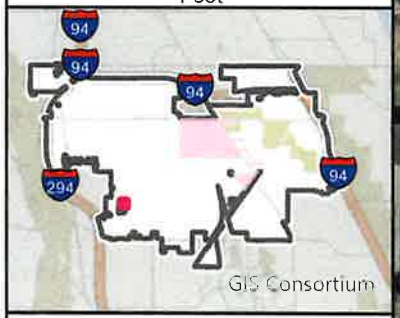
FY 25/26

Page 22 of 23

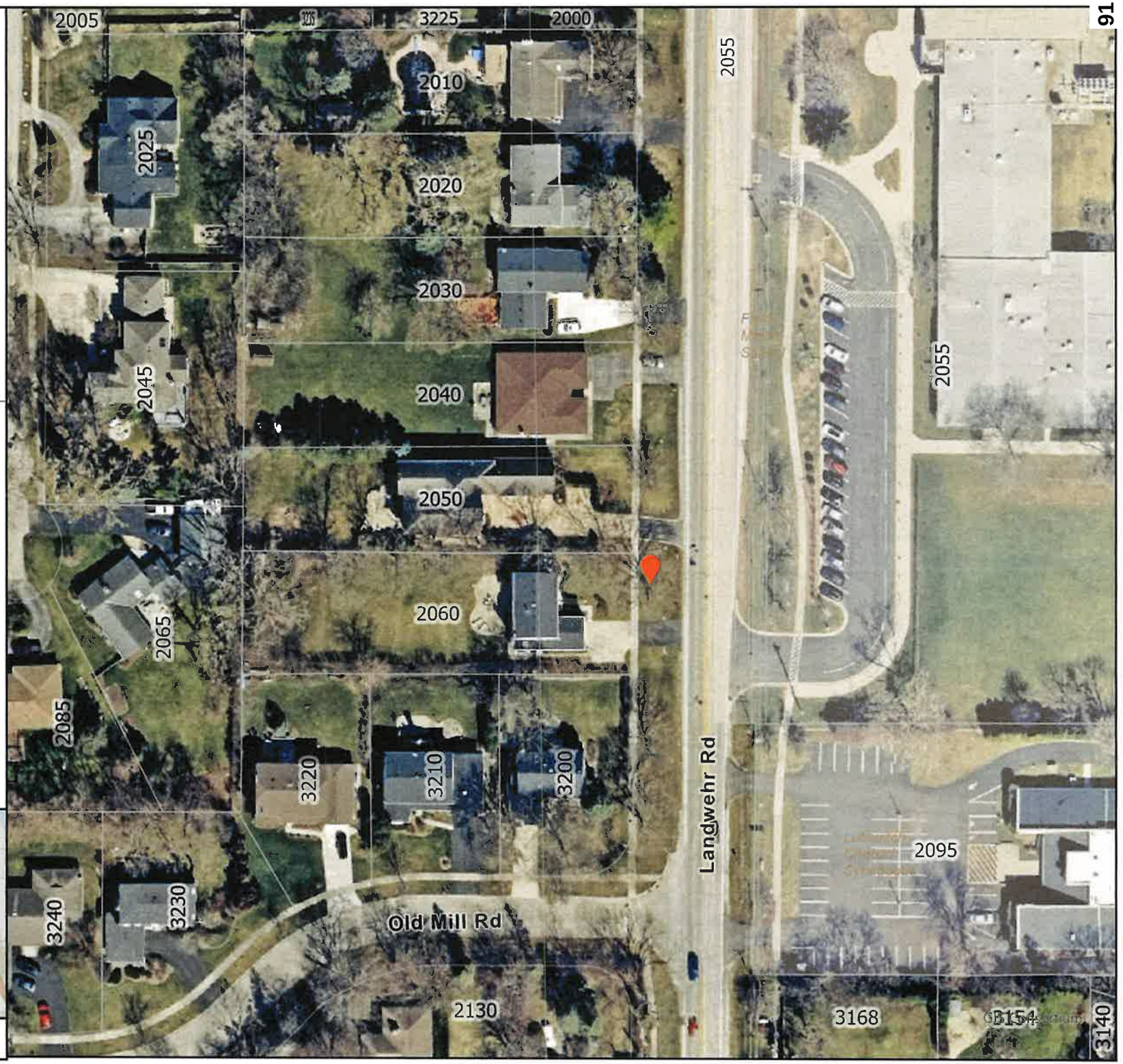
- Standard Prune (0)
- Structural Prune (0)
- Supplemental Structural Prune (1)
- Already Trimmed / Ignore (0)

*Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.

0 35 70 140
Feet



10/13/2025



northbrook

Tree Trimming

FY 25/26

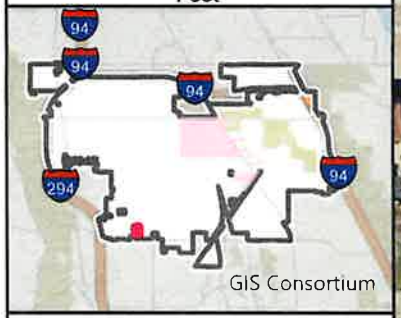
Page 23 of 23

- Standard Prune (0)
- Structural Prune (0)
- Supplemental Structural Prune (4)
- ⊗ Already Trimmed / Ignore (0)

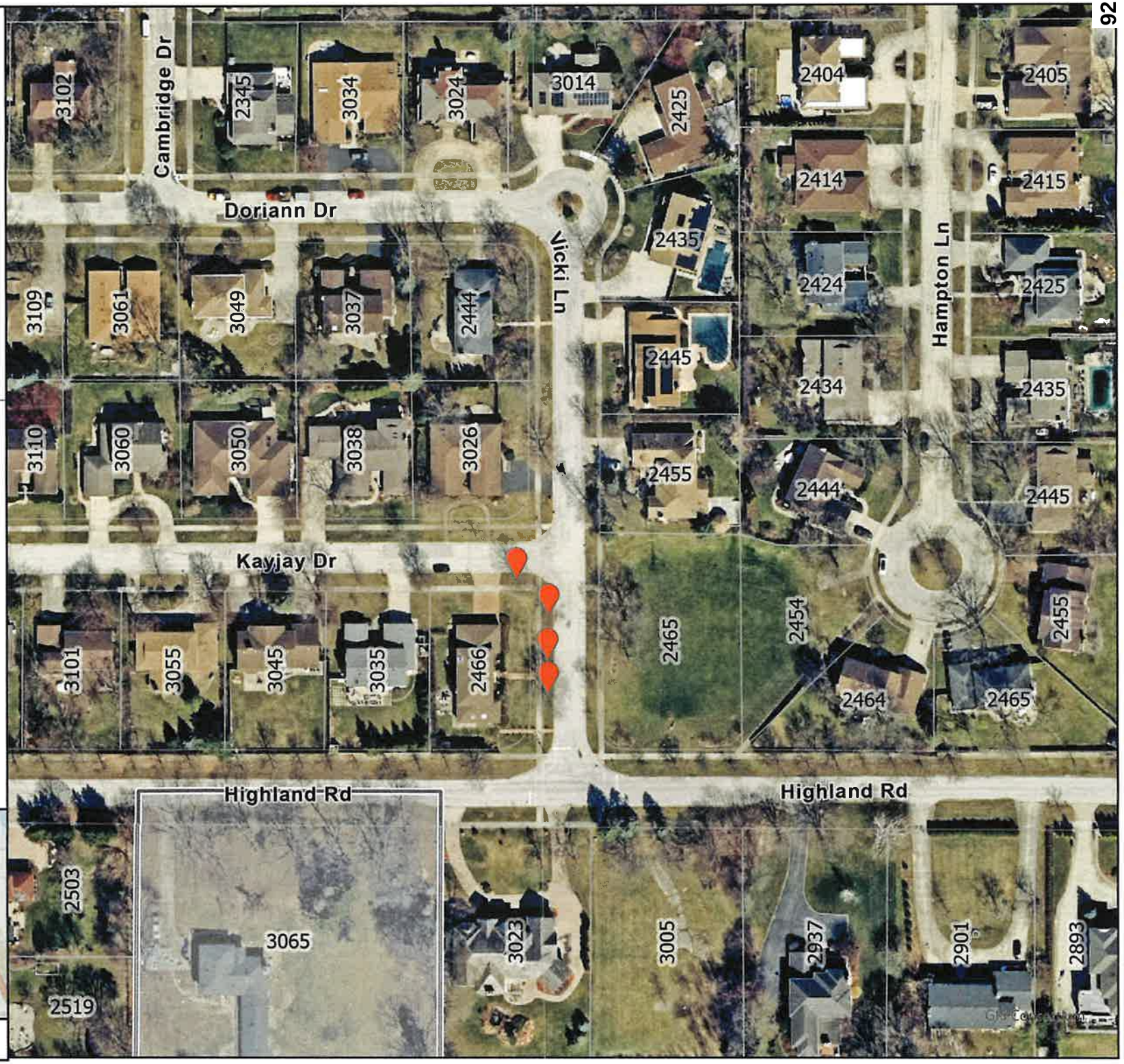
**Counts indicate the number of trees visible on each page. Some trees are visible on multiple pages. Counts should not be used for trimming totals.*

0 45 90 180

Feet



10/13/2025



MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2025-12-09
Subject: A Resolution Authorizing an Agreement for the Purchase and Installation of Fiberglass Doors at the Village Hall with Anderson Lock Company, Ltd. of Des Plaines, IL

Overview
The solid wood arched exterior entry doors at the southeast corner of the Village Hall, outside the Sandra "Sandy" Frum Board Room, show clear signs of weather-related wear and tear, necessitating their replacement.

Fiscal Impact

The adopted FY26 Budget in the General Fund Account No. 11-4100-703-00 (Building and Permanent Improvements) provides $96,000 for the Village Hall Door Refurbishment project.

Anderson Lock Company, Ltd. of Des Plaines, IL submitted the lowest and most responsive proposal for the complete replacement of the doors, frame and related hardware in the amount of $78,982. Staff also recommends a contingency amount of $5,000, for a total not to exceed amount of $83,982 to address any unforeseen field conditions.

Fund	Account No.	Budget	Available	Requested	Remaining	Within Budget
General Fund - Building and Permanent Improvements	11-4100-703-00	$1,227,000	$1,155,218	$83,982	$1,071,236	Yes

Recommendation
Approval.

Background
Over the years the solid wood arched exterior entry doors at the southeast corner of the Village Hall, outside of the Sandra "Sandy" Frum Board Room, have been exposed to sunlight,

temperature changes, and moisture which have resulted in the warping and eroding of the doors. Even though the oak veneer on the doors has been refinished multiple times, the doors have reached the end of their useful life and need to be replaced.

In planning for the replacement of these doors, staff identified the Special-Lite company as the preferred manufacturer of commercial fiberglass doors and frames to address concerns related to the long-term durability of the doors. Special-Lite doors offer improved resistance to environmental stressors while maintaining the building's aesthetics. The use of these high-quality materials will reduce the need for maintenance while maintaining the aesthetic continuity of the facility. This replacement work has been identified in the Village's Five-Year Capital Improvement Plan 2026–2030 which is attached as Supplemental Information.

On May 30, 2025, staff issued a Request for Proposals (RFP) for the purchase and installation work of the Village Hall exterior doors. A mandatory pre-proposal meeting was held on June 17 and nine (9) contractors attended. On June 24, staff received two (2) proposals. However, after a review of the proposals, staff deemed it necessary to re-issue the RFP and include the specifications and drawings for the Special-Lite fiberglass doors to clarify the exact specifications required for this door replacement project.

On October 7, 2025, staff re-issued the RFP, published the RFP on the Village website, and sent the RFP to 12 contractors. A pre-proposal meeting was held on October 16 and six (6) contractors attended. On October 28, staff received five (5) proposals for its consideration. A summary of the proposals are in Table 1 below.

Table 1. Summary of the Village Hall Door Replacement Proposals

Contractor	Total Cost
Anderson Lock Company, Ltd.	$78,982
CBG Midwest, LLC. DBA American Building Services	$80,900
DH Pace Company, Inc. DBA DH Pace Door Services Group	$82,927
Family Door Service	$100,482
American Thermal Window Products, Inc.	$134,872

After a review of the proposals, staff determined Anderson Lock Company, Ltd. of Des Plaines, IL submitted the lowest and most responsive proposal.

There is a significant lead time for this project primarily due to the custom, made-to-order nature of the doors which require approximately 10 to 16 weeks to manufacturer. Several other factors may impact the installation schedule, including winter weather conditions and Village events. To allow Anderson Lock Company sufficient time to complete the work, the Agreement set a completion deadline of April 30, 2026. However, in the event of a delay in material delivery that impedes Anderson Lock Company's ability to complete the work within the established timeline, the completion deadline may be extended only upon mutual written consent of the Village and Anderson Lock Company.

Based on the proposed cost, responsiveness, and positive professional references, staff recommends awarding this project to Anderson Lock Company Ltd. for completion of the door replacement work at the Village Hall in the total not to exceed amount of $83,982, which includes a $5,000 contingency to address any unforeseen field conditions.

Staff will be present at the Village Board meeting to address any questions that may arise.

A Resolution Authorizing an Agreement for the Purchase and Installation of Fiberglass Doors at the Village Hall with Anderson Lock Company, Ltd. of Des Plaines, Illinois
Exhibit A - Village Hall Doors Replacement_Anderson Lock_Contract & Pricing
Supplemental Information - CIP FY26-30_Village Hall Door Replacement

Resolution 2025-_____

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

A Resolution Authorizing an Agreement for the Purchase and Installation of Fiberglass Doors at the Village Hall with Anderson Lock Company, Ltd. of Des Plaines, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The exterior doors located just outside the Sandra "Sandy" Frum Board Room at the southeast corner of the Village Hall have exhibited clear signs of weather-related wear and tear, necessitating their replacement ("***Services"***). Due to their southern orientation, the doors are exposed to direct sunlight, moisture, temperature extremes, and freeze-thaw cycles. These environmental conditions have resulted in issues such as warped doors, corroded hardware, and increasing maintenance requirements. This door replacement is identified in the Village's Five-Year Capital Improvement Plan 2026-2030.

On May 30, 2025, staff issued a Request for Proposals (RFP) for the purchase and installation work for the Village Hall exterior doors. A mandatory pre-proposal meeting was held on June 17 and nine (9) contractors attended. On June 24, staff received two (2) proposals. However, after a review of the proposals, staff deemed it necessary to re-issue the RFP and include the specifications and drawings for the Special-Lite fiberglass doors to clarify the exact specifications required for this door replacement project.

On October 7, 2025, staff re-issued the RFP, published the RFP on the Village website, and sent the RFP to 12 contractors. A pre-proposal meeting was held on October 16 and six (6) contractors attended. On October 28, staff received five (5) proposals for Village consideration.

After a review of the proposals, staff determined that Anderson Lock Company, Ltd., of Des Plaines, IL ("***Contractor***") submitted the lowest and most responsive proposal.

Based on the proposed cost, responsiveness and positive professional references, staff recommends entering into an agreement with the Contractor for the Services in the amount of $78,982 ("***Agreement***"). Staff also recommends a contingency amount of $5,000, for a total not to exceed amount of $83,982. The Services are set to be completed by April 30, 2026. However, in the event of a delay in material delivery that impedes the Contractor's ability to complete the work within the established timeline, the completion deadline may be extended only upon mutual written consent of the Village and the Contractor.

The adopted Fiscal Year 2025-26 Budget provides sufficient funds for the Services in General Fund Account 11-4100-703-00 (Building and Permanent Improvements).

Based on these factors, Village staff recommends approval of an Agreement for the Services between the Village and Contractor in accordance with the pricing set forth in ***Exhibit A***.

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

The Village Manager and Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Contractor; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and the Board of Trustees, be null and void.

Section 4. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Services from the Contractor at the pricing set forth in ***Exhibit A***.

Section 5. Authorization to Execute Change Order.

The Village Manager and Village Clerk are authorized to execute one or more Agreement Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Agreement in the amount of $5,000 subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Approved:

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

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

REQUEST FOR PROPOSALS

OWNER:
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

PROPOSAL SUBMISSION INFORMATION:

Date of Request for Proposals (*"RFP"*) Issuance:
Tuesday, October 7, 2025 – 10:00 a.m.

Pre-Proposal Meeting:
Thursday, October 16, 2025 – 8:30 a.m.

Proposal Submittal Deadline:
Tuesday, October 28, 2025 – 10:00 a.m.

Owner will receive sealed proposals for the Work generally described as follows:

Installation Of Fiberglass Doors With Woodgrain Look, Arched Frame And Hardware, as further set forth and described in ATTACHMENT B and ATTACHMENT C to this RFP

TO BE SUBMITTED TO: Village of **Northbrook, Department of Public Works, 655 Huehl Road, Northbrook, Illinois 60062, attention Daniel Juarez, Facilities Manager, BEFORE 10:00 A.M., Tuesday, October 28, 2025.**

INSTRUCTIONS TO PROPOSERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this RFP and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized representative/official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or that contain irregularities of any kind may be rejected. Proposals must include a completed References form with their submittal.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are opened. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes. Any questions or requests for additional information regarding this RFP shall be sent in writing to Jean Paul Soens, Management Analyst, at jeanppaul.soens@northbrook.il.us. All email communications must include the subject line "Installation of Fiberglass Doors at Village Hall RFP". Questions and inquiries regarding this RFP are due Friday, October 17 at 10 A.M. Owner shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP in the form of written addenda and posted to the Village of Northbrook's website (https://www.northbrook.il.us/1019/Bids-and-Proposals) by 3 P.M. on Tuesday, October 21, 2025. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk. All addendums must be acknowledged as indicated on page 5 of this document for responses to this RFP to be considered complete.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the proposer's full legal name and address and include the following wording clearly marked on the outside of the envelope:

Village of Northbrook - Proposal for Installation of Fiberglass Doors at Village Hall

Responses received by the designated contact after Tuesday, October 28, 2025 – 10:00 a.m. will not be accepted and will be returned to the sender unopened. All proposals must be delivered to and received by Owner no later than the due date regardless of postmark date. Proposals submitted via facsimile or e-mail will not be accepted. Proposals must be submitted in the manner described in this RFP.

Each response shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened. Each proposer assumes responsibility for timely submission of its proposal.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the Board of Trustees. Owner also reserves the right to negotiate with potential consultants so that Owner's best interests are served.

Bid Security

Each proposal shall be accompanied by a security deposit of at least ten percent of the proposer's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Proposal Package from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide.

Insurance

The successful proposer will be required to furnish certificates and policies of insurance as required by Section 4.B of the Contract upon award of the Contract. Each proposal must be accompanied by a letter from proposer's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Proposer.

Freedom of Information Act

All information submitted to Owner in response to this RFP shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 et seq.) subsequent to the award of the Contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

> Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Proposers desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

PRE-PROPOSAL MEETING

All proposers are strongly encouraged to attend a pre-proposal meeting walk-though on **Thursday, October 16 at 8:30 a.m. at Village Hall (rear parking lot) located at 1225 Cedar Lane, Northbrook, Il, 60062.** Representatives of the Village will be present to discuss the Work and answer questions. Owner reserves the right to reject any proposals submitted by proposers who fail to attend this pre-proposal meeting.

Opening of Proposals

Proposals will be publicly opened at the Public Work Center, located at 655 Huehl Road, Northbrook, IL 60062, and read at the time and place specified above. Proposers, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Proposers may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Proposers.

Proposer Qualifications and Evaluation Criteria

The proposers must be qualified contractors and demonstrate the capability to provide services required in accordance with the proposal specifications. This would include, but is not limited to, the following:

- Proposal Rates
- Compliance with Specifications
- Previous projects of a similar nature
- Previous Municipality Experience
- References
- Submittal Compliance

Owner reserves the right to choose the overall best proposer according to Owner's criteria. Owner, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated contract. Owner's decision will be final.

The above factors, along with other factors that the Owner may deem appropriate, will be used to identify the proposal that represents the best interests of the Owner and its residents.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposers. The final award of a contract for the Work is in the sole discretion of the Village Board of Trustees. Issuance of this RFP does not obligate Owner to pay any costs incurred by a proposer in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal

submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful proposer's proposal by Owner, the successful proposer's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work. Final acceptance and approval of the contract will be at the discretion of the Village Board of Trustees.

DATED this 7th day of October, 2025.

VILLAGE OF NORTHBROOK

By: Jean Paul Soens
Management Analyst

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

Full Name of Contractor Anderson Lock Company, Ltd ("Proposer" or "Contractor")

Principal Office Address 850 E Oakton St Des Plaines, IL 60018

Local Office Address same

Contact Person Todd Paluch Phone 847-375-9411 E-Mail _____

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Daniel Juarez, Facilities Manager

Proposer warrants and represents that Proposer has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 *[if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

i. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and the Scope of Work and Specifications (Attachment B and Attachment C respectively), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for performing the Work owned by Owner in the Village of Northbrook ("Work Site").

ii. Permits: Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

iii. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

iv. Taxes: Pay all applicable federal, state, and local taxes;

v. Miscellaneous: Do all other things required of Contractor by this Contract/Proposal; and

vi. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Prevailing Wages: In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

C. Performance Standards: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Scope of Work and Specifications attached hereto as Attachment B and Attachment C respectively, and by this reference made a part of this Contract/Proposal.

D. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

E. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, and the sum of products as set forth in Attachment A.

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

i. All prices are firm and shall not be subject to escalation or change.

ii. Contractor has thoroughly examined this Contract/Proposal and has thoroughly inspected the Work Site, prior to submission of its proposal.

iii. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

iv. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

v. Owner reserves the right to increase or decrease quantities of Unit Price Items, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

i. Contractor shall submit invoices to Owner for Work actually performed in accordance with the Schedule of Prices set forth in Attachment A. Owner shall pay all proper invoices in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

ii. All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract/Proposal. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall prepare to commence the Work within the timeframe specified in Attachment B provided. Proposer shall have furnished to Owner all applicable bonds and and/or Letters of Credit and all certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Proposer proposes, and agrees, that Proposer shall perform the Work diligently and continuously in accordance with the schedule approved pursuant to the Specifications. The initial term of this Contract/Proposal shall begin upon award by the Village Board and execution by the Village Manager and terminate on April 30,

2026, unless otherwise extended by mutual written agreement by Owner and Contractor. Any such extension shall be limited to circumstances in which a delay in the delivery of materials to the Contractor prevents timely completion of the Work, and the revised completion date shall be mutually agreed upon in writing.

4. Financial Assurance

A. Bonds: If this Contract/Proposal is accepted, and for each year in which the Contract/Proposal is renewed, Proposer proposes, and agrees, that Proposer shall provide a Performance Bond and a Labor and Material Payment Bond, on forms substantially conforming to those attached hereto or available upon request, from a surety company acceptable to Owner, each in the sum of the Total Contract Price for the then-current term, within 10 days following Owner's acceptance of this Contract/Proposal or the execution of any renewal of this Contract/Proposal. Proposer may, at Owner's sole discretion, in lieu of Bonds, provide a Letter of Credit, on forms approved by Owner from a financial institution acceptable to Owner, in the sum of the Total Contract Price for the then-current term, within 10 days following Owner's acceptance of this Contract/Proposal or the execution of any renewal of this Contract/Proposal.

B. Insurance: If this Contract/Proposal is accepted and for each year in which this Contract/Proposal is renewed, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance, or the execution of any renewal, of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, a financial size category of Class X or better according to Best's Insurance Guide. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

i. Workers' Compensation and Employer's Liability

Limits shall not be less than:

a. Worker's Compensation: Statutory;

b. Employer's Liability:

$500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy

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

ii. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

iii. Comprehensive General Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement

- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

iv. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

v. Owner as Additional Insured. Owner shall be named as an Additional Insured and a cancellation notice recipient on all policies except for Worker's Compensation, and Employer's Liability.

Each such additional Insured endorsement shall identify Owner as follows: Village of Northbrook, including its Board Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

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

C. Indemnification: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 7 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to

have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Personnel; Subcontractors.

A. Key Project Personnel. Contractor shall provide the names and credentials/experience of its personnel who will be primarily responsible for carrying out the Work on behalf of Contractor ("***Key Project Personnel***") in Attachment D. The Key Project Personnel shall not be changed without the Owner's prior written approval.

B. Availability of Personnel. Contractor shall provide all personnel necessary to complete the Work including, without limitation, any Key Project Personnel identified in this Contract/Proposal. Contractor shall notify the Owner as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Contractor shall have no claim for damages and shall not bill the Owner for additional time and materials charges as the result of any portion of the Work which must be duplicated or redone due to such termination or for any delay in the performance of the Work as a result of any such termination, reassigning, or resignation.

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

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Work in a manner satisfactory to the Owner, Contractor shall immediately upon notice from the Owner remove and replace such personnel or subcontractor. Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Contract/Proposal or for a delay or extension of the term of this Contract/Proposal as a result of any such removal or replacement.

7. Contractor's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Contractor hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Conflict of Interest. To the best of Contractor's knowledge, (1) no employee or agent of the Owner is interested in the business of Contractor or this Contract/Proposal; (2) as of the date of this Contract/Proposal neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract/Proposal obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal.

C. No Collusion. Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor represents that the only persons, firms, or corporations interested in this Contract/Proposal as principals are those disclosed to the Owner prior to the execution of this Contract/Proposal, and that this Contract/Proposal is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract/Proposal, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Owner for all loss or damage that the Owner may suffer, and this Contract/Proposal shall, at the Owner's option, be null and void.

D. Sexual Harassment Policy. Contractor has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. Neither Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract/Proposal on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

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

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

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

G. Qualified: Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

8. Ownership.

Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Contract/Proposal ("***Documents***") shall be and remain the exclusive property of the Owner. At the Owner's request, or upon termination of this Contract/Proposal, the Contractor shall cause the Documents to be promptly delivered to the Owner.

10. Acknowledgments

In submitting this Contract/Proposal, Contractor acknowledges and agrees that:

A. Reliance. Owner are relying on all warranties, representations, and statements made by Contractor in this Contract/Proposal.

B. Reservation of Rights. Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Contractors.

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

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

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

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

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

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

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

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

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

DATED this day of October 29, 2025.

Contractor's Status: (X) IL (State) Corporation ; ( ) _____ (State) Partnership; ( ) Individual Proprietor

Contractor's Name: Anderson Lock Company, Ltd

Doing Business As (if different): _____

Signature of Contractor or Authorized Agent: Laura Miller

(corporate seal if corporation)

Printed Name: Laura Miller
Title/Position: Office Manager

Principal Office Address: 850 E Oakton St Des Plaines, IL 60018

Contact Person: Todd Paluch Phone: 847-375-9411

Contractor's Business Address: 850 E Oakton St Des Plaines, IL 60018

Contractor's Business Telephone: 847-824-2800 Email: toddp@andersonlock.com

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

NAME	TITLE	ADDRESS
Cortney Wascher	President	850 E Oakton St Des Plaines, IL 60018
Britt Ganan	Secretary / Treasurer	850 E Oakton St Des Plaines, IL 60018

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

Will you be utilizing a subcontractor? ☐ YES ☒ NO

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

SUBCONTRACTOR INFORMATION

If selected "Yes" to utilizing a subcontractor, please list the subcontractor information below and include any additional subcontractor information with your bid.

Subcontractor Name: N/A

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

_____

Contact Phone: _____ Contact E-mail: _____

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("***Owner***") this ____ day of _____, 2025.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

By: _____
Derek Gau
Title: Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara L. Pavlicek
Title: Village Manager

REFERENCES

Proposals must include a minimum of three (3) references for clients with whom your company currently maintains or recently maintained a contract for services comparable to those specified in this Request for Proposals. References for municipal entities are preferred.

Client: Congregational United Church of Christ - Saint Charles, IL

Contract/Project(s) & Description: Furnish and install (7) pairs of Special Lite doors & hardware

Contact Name: Tom Palansky

Contact Phone: 708-473-7400 Contact E-mail: palansky1@comcast.net

Client: Arlington Heights School District #25

Contract/Project(s) & Description: Door replacements

Contact Name: Ryan Schultz

Contact Phone: 847-506-6903 Contact E-mail: ryanschultz@d25.org

Client: Consolidated High School District #230

Contract/Project(s) & Description: Exterior door replacements

Contact Name: Dave Keating

Contact Phone: 708-745-5230 Contact E-mail: dkeating@d230.org

Client: Leyden High School Distr #212

Contract/Project(s) & Description: Door replacement

Contact Name: Ken Reyes

Contact Phone: 847-451-3070 Contact E-mail: kreyes@leyden212.org

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

ATTACHMENT A – SCHEDULE OF PRICES

The Contractor's total bid price shall be inclusive of all costs associated with the Work, including but not limited to materials, labor, equipment, and incidentals. If temporary measures are required to secure the entrance following removal of the existing doors (e.g., installation of plywood or similar materials) and/or to install dust barriers to protect adjacent areas, such measures shall be incidental to the contract. No additional compensation will be provided for these items.

SCHEDULE OF PRICES		
Item	**Unit**	**Cost**
Materials	n/a	$ 78,981.42
Total Removal and Installation Cost		$ 78,981.42

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

ATTACHMENT B – SCOPE OF WORK

Services. The Village of Northbrook is seeking proposals from qualified contractors for the removal of two (2) existing wooden doors and the procurement and installation of two (2) new fiberglass doors with a woodgrain look and arched door frame, as further set forth and described in **Attachment C – Specifications**. The work is to be performed at the Village of Northbrook Village Hall, located at 1225 Cedar Lane, Northbrook, Illinois.

All work and material not otherwise described shall be of the best quality, and should any workmanship or materials be needed that are not directly or indirectly set forth in this proposal, but that are nevertheless necessary to the proper execution according to the obvious intent, the Contractor will understand the same to be implied and will provide for it in their proposal.

Scope of Work:

1. **Removal of Existing Door and Frame**
    a. Carefully remove the existing door, frame, and threshold while minimizing any damage to the surrounding structure. The Contractor shall exercise care to avoid damage to masonry, thresholds, flooring, and adjacent structures during removal.
    b. Any damage caused by the Contractor shall be promptly repaired by the Contractor to the satisfaction of the Village, at no additional cost.
2. **Securing of Entrance**
    a. The Contractor shall be responsible for immediately securing the entrance upon removal of the existing doors, frames, and thresholds. At no time shall the entrance be left unsecured. Temporary security measures shall consist of plywood or an equivalent/similar material of sufficient strength and durability to prevent unauthorized access, protect against weather intrusion, and ensure public safety.
    b. Installation of the permanent replacement doors shall be completed no later than forty-eight (48) hours after removal of the existing doors. In the event the Contractor fails to complete the installation within this timeframe, the Contractor shall maintain adequate temporary security measures until the replacement doors are fully installed and operational.
    c. Any costs associated with securing the entrance, including but not limited to the furnishing and installation of temporary barriers, shall be incidental to the Work and included in the Contractor's total project cost. No additional compensation shall be provided.
3. **Supply Frame and Fiberglass Door**
    a. Contractor to supply frame and fiberglass door, as further set forth and described in Attachment C – Specifications or approved equal. The Village will be the sole determiner of what is equal. If Contractor desires to submit alternate, Contractor shall clearly identify that on their submission. The Contractor shall submit all necessary paperwork with their proposal for the Village to review and in its sole discretion determine if the proposed substitute is equal. Failure to provide information on proposed substitutes within timeframes provided by the Village may result in the Contractor's proposal being declared non-responsive and rejected.
4. **Installation of Frame and Fiberglass Door**

a. Install new arched frame and two (2) new fiberglass doors with a woodgrain look, as further set forth and described in Attachment C.

b. Ensure proper alignment and level installation of the doors within the new frame.

c. Installation of the new permanent replacement doors must begin immediately after the removal of the old doors and frame. The Contractor shall complete installation of the new doors within forty-eight (48) hours following removal of the existing doors.

d. The Contractor shall exercise care to avoid damage to masonry, thresholds, flooring, and adjacent structures during installation. Any damage caused by the Contractor shall be promptly repaired by the Contractor to the satisfaction of the Village, at no additional cost.

5. **Continuous Hinge Installation**

   a. Install continuous hinges to ensure smooth and durable door operation. Hardware shall be brass in color.

6. **Hardware Installation**

   a. Install all necessary hardware components, including door closers, handles, locks, vertical rods and night latch trim, kick plates and any other specified items to be brass. Von Durpin panic bars is the choice of brand. Current key to be used in new lockset.

7. **Threshold Replacement**

   a. Install a new threshold that complements the design of the new doors and frame. The Village shall review the submittal for this and make a decision.

8. **Finishing Touches**

   a. Ensure all components are properly aligned, adjusted, and functional.

   b. Apply any necessary finishing touches, such as sealing and painting.

PART 1. - GENERAL PROVISIONS

1.1 Administration and Additional Work. The Contractor will be under the direct administration of the Director of Public Works (Director) or his designee. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and the Director and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be permitted.

1.2 Location and Schedule of Work.

Location site is at Village of Northbrook Village Hall, located at 1225 Cedar Lane, Northbrook, Illinois.

The Village conducts Board of Trustees meetings on the second (2nd) and fourth (4th) Tuesday of each month. Accordingly, removal of the existing doors and installation of the new doors shall commence no earlier than the Wednesday immediately following the second (2nd) Tuesday of the month and shall be completed no later than the Monday immediately preceding the fourth (4th) Tuesday of the same month.

Failure to complete installation of the new permanent replacement doors within 48-hours of the removal of the existing doors, except in the case of delays caused by inclement weather or other conditions expressly excused by

the Owner in writing, shall result in the assessment of liquidated damages in the amount of One Thousand Dollars ($1,000.00) per day. Such liquidated damages shall be deducted from the total contract sum.

Work may be performed on Saturdays; however, weekend work must be coordinated in advance with the Village's Facilities Manager to ensure appropriate scheduling and access. Work performed on Saturdays shall be at the Contractor's expense and shall be incidental to the contract.

1.3 Dust and Noise Control

If the Work performed by the Contractor generates dust or debris, the Contractor shall be required at the Village's discretion and at Contractor's sole cost and expense, to install and maintain appropriate barriers or containment systems to prevent dust and debris from migrating into other portions of Village Hall. Such measures shall be considered incidental to the Contract, and no additional compensation will be provided.

The Contractor shall also employ reasonable means and methods to minimize noise during normal Village Hall operating hours (8:00 a.m. to 4:30 p.m.) so as not to disrupt Village operations or public access.

1.3 Clean-Up and Disposal.

All debris from the installation and maintenance of the Work shall be cleaned up each evening before the crew leaves the work site. The Contractor shall not dispose of any materials in waste receptacles belonging to the Village of Northbrook without the approval of the Facilities Manager. The Contractor must dispose of all materials at the Public Works Center, located at 655 Huehl Road, Northbrook, IL 60062 or the Fleet Maintenance Garage, located at 1227 Cedar Lane, Northbrook, IL 60062.

1.4 Working Hours.

The Contractor will be allowed to schedule its normal work hours between 7:00 AM and 3:00 PM Monday through Friday. Weekend work (Saturday) will only be permitted with prior written approval from the Director or their designee. No extra compensation will be allowed for Saturday work.

1.5 Licenses and Permits.

Pursuant to Section 1.A (2) of the Contract/Proposal, the Contractor shall, at its expense, procure all necessary licenses and permits needed to conduct the Work required under the terms of this contract.

1.6 Prevailing Wages.

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1.7 Term of Agreement.

The initial term of this Contract/Proposal shall begin upon award by the Village Board and execution by the Village Manager and be in effect through April 30, 2026, unless otherwise extended by mutual written agreement

by Owner and Contractor. Any such extension shall be limited to circumstances in which a delay in the delivery of materials to the Contractor prevents timely completion of the Work, and the revised completion date shall be mutually agreed upon in writing.

PART 2. - FORFEITURE

Notwithstanding any other rights of cancellation contained herein, the Owner reserves the sole right to cancel this agreement, with or without cause, by serving notice to the Contractor, by certified mail, return receipt requested, of such intent to cancel this entire agreement no less than thirty (30) days prior to any such proposed cancellation date. Such cancellation to be without recourse, except for any sums owed to either party at the time of cancellation. The Contractor acknowledges that all work performed under this agreement 30 is contingent upon the Village Board's approval of the funding for the work. The Contractor shall continue to perform all agreed upon work until the date of cancellation of the agreement.

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

ATTACHMENT C – SPECIFICATIONS

SECTION 08 17 43
Rustic Wood Grain Hybrid FRP Door

The following specifications for entrance replacement at Northbrook Village Hall, includes elevation drawings required to be finalized by successful awarded bidder. The entrance will require a rigid template to be provided to Special-Lite at the time of order. Final drawing and hardware details shall be approved by owner.

Hardware: set, provided below, end of section.

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. SL-19 Rustic Wood Grain Hybrid FRP Door.
B. SL-19 Rustic Wood Grain Hybrid FRP installed in Aluminum Framing.

1.02 RELATED SECTIONS

A. Section 08 01 17 – Operation and Maintenance of Integrated Door Opening Assemblies.
B. Section 08 06 71 – Door Hardware Schedule.
C. Section 08 06 80 – Glazing Schedule.
D. Section 08 10 00 – Doors and Frames.
E. Section 08 12 16 – Aluminum Frames.
F. Section 08 42 13 – Aluminum-Framed Entrances.
G. Section 08 71 00 – Door Hardware.
H. Section 08 91 26 – Door Louvers.

1.03 REFRENCES

A. ASTM-B209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
B. ASTM-B221 – Standard Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
C. ASTM-C518 – Standard test Method for Steady-State Thermal Transmission Properties by Means of Heat Flow Meter Apparatus.
D. ASTM-D256 – Standard Test Methods for Determining the Pendulum Impact Resistance of Plastics.
E. ASTM-D570 – Standard Test Method for Water Absorption of Plastics.
F. ASTM-D638 – Standard Test Method for Tensile Properties of Plastics.
G. ASTM-D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
H. ASTM-D1621 – Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
I. ASTM-D1622 – Standard Test Method for Apparent Density of Rigid Cellular Plastics.

J. ASTM-D1623 – Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
K. ASTM-D2126 – Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
L. ASTM-D2583 – Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
M. ASTM-D5116 – Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/ Products.
N. ASTM-D6670 – Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/ Products.

1.04 SUBMITTALS

A. Must comply with Section 01 33 00 – Submittal Procedures.
B. Action Submittals/ Informational Submittals.
    1. Product Data.
        a. Submit manufacturer's product data sheets, catalog pages illustrating the products, description of materials, components, fabrication, finishes, installation instructions, and applicable test reports.
    2. Shop Drawings.
        a. Submit manufacturer's shop drawings, including elevations, sections, and details indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, hardware schedule, and finish.
            1. Provided by MFG to be updated and approved by Owner.
C. Closeout Submittals.
    1. Operation and Maintenance Manual.
        a. Submit manufacturer's maintenance and cleaning instructions for doors and frames, including maintenance and operating instructions for hardware.
    2. Warranty Documentation.
        a. Submit manufacturer's standard warranty.

1.05 QUALITY ASSURANCE

A. Manufacturer's Qualifications.
    1. Continuously engaged in manufacturing of doors of similar type to that specified, with a minimum of 25 years concurrent successful experience.
    2. Door and frame components must be fabricated by same manufacturer.
    3. Evidence of a documented complaint resolution quality management system.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery.
    1. Deliver materials to site in manufacturer's original, unopened, containers and packaging.
    2. Labels clearly identifying opening, door mark, and manufacturer.
B. Storage.
    1. Store materials in a clean, dry area, indoors in accordance with manufacturer's instructions.
C. Handling.
    1. Protect materials and finish from damage during handling and installation.

1.07 WARRANTY

A. Warrant doors, frames, and factory installed hardware against failure in materials and workmanship, including excessive deflection, faulty operation, defects in hardware installation, and deterioration of finish or construction in excess of normal weathering.
B. Standard Period.
   1. Ten years starting on date of shipment.
C. Limited lifetime
   1. Covers failure of corner joinery, core deterioration, and delamination or bubbling of door skin and corrosion of all-fiberglass products while the door is in its specified application in its original installation.
D. Finish
   1. Fluropan painted aluminum: 10 years.
   2. Painted SL-19, SL-19-1, 5 years.
   3. Painted SL260, 5 years.

PART 2 – PRODUCTS

2.01 HYBRID FRP DOORS

A. Manufacturer.
   1. Special-Lite, Inc.
      a. PO Box 6, Decatur, Michigan 49045.
      b. Toll Free (800) 821-6531, Phone (269) 423-7068, Fax (800) 423-7610.
      c. Web Site www.special-lite.com.
      d. E-Mail info@special-lite.com.

2.02 DESCRIPTION

A. Model.
   1. SL-19 Rustic Wood Grain Hybrid FRP Door.
B. Door Opening Size.
   1. Physical Template required and updated submission drawings provided
C. Construction.
   1. Door Thickness.
      a. 1-3/4".
   2. Stiles & Rails.
      a. Aluminum extrusions made from 6063 aluminum alloys with a minimum temper of T5.
      b. Minimum 2-5/16" deep one-piece extrusion with have integral reglets to accept face sheet on both interior and exterior side of door which secure face sheet into place and permit flush appearance.
      c. Screw or snap in place applied caps are not acceptable.
      d. Top rails must have integral legs for interlocking continuous extruded aluminum flush cap.
      e. Bottom rails must have integral legs for interlocking continuous weather bar with single nylon brush weather stripping or manually adjustable SL-301 door bottom with two nylon brush weather stripping.
      f. Meeting stiles to include integral pocket to accept pile brush weather seal.
   3. Corners.
      a. Mitered.

b. Secured with 3/8" diameter full-width steel tie rod through extruded splines top and bottom which are integral to standard tubular shaped rails.
c. 1-1/4" x 1-1/4" x 3/16" 6061 aluminum angle reinforcement at corner to give strong, flat surface for locking hex nut to bear on.
d. Weld, glue, or other methods of corner joinery are not acceptable.

4. Core.
   a. Poured-in-place polyurethane foam.
   b. Laid in foam cores are not acceptable.
5. Face Sheet.
   a. Interior and Exterior
      1. 0.120" thick, rustic wood grain, stained FRP sheet.
      2. Optional painted finish consult manufacturer.
   b. Attachment of face sheet.
      1. Extruded stiles and rails to have integral reglets to accept face sheet on both interior and exterior side of door which secure face sheet into place and permit flush appearance.
      2. Use of glue to bond face sheet to core or extrusions is not acceptable.
6. Cutouts.
   a. Manufacture doors with cutouts for required vision lites, louvers, and panels.
7. Hardware.
   a. Pre-machine doors in accordance with templates from specified hardware manufacturers.
   b. Surface mounted closures will be reinforced for but not prepped or installed at factory.
   c. Factory install door hardware.
8. Reinforcements.
   a. Aluminum extrusions made from 6061 or 6063 aluminum alloys.
   b. Sheet and plate to conform to ASTM-B209.
   c. Alloy and temper to be selected by manufacturer for strength, corrosion resistance, and application of required finish, and control of color.
   d. Bars and tubes to meet ASTM-B221.

D. Sustainability Characteristics.
1. LEED Declaration.
   a. Entrance Products contribute to point calculations for the following credits:
      1. MR Credit 4.1 Recycled Content 10% (post-consumer = ½ pre-consumer) 1 point.
      2. MR Credit 4.2 Recycled Content 20% (post-consumer = ½ pre-consumer) 1 point.
   b. All aluminum extrusions are produced using prime-equivalent billet produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes. The USGBC classifies these extrusions as pre-consumer recycled material.
   c. Manufacturing facility located within 500 miles of major components and materials, including aluminum extrusions.
   d. The point of recovery and smelting of pre-consumer recycled material within 500 miles of the manufacturing facility.

2.03 FRAMING

A. Framing
1. Aluminum Tube Framing with Applied Stops.
   a. Model.
      1. SL-260.
   b. Materials.

1. See 2.05.A.

c. Perimeter Frame Members. Custom per drawings
   1. Box type with 4 enclosed sides.
   2. Factory fabricated.
   3. Open-back framing is not acceptable.

d. Applied Door Stops.
   1. 5/8" x 1-1/4" or 5/8" x 1-3/4", 0.125" wall thickness, with screws and weather-stripping.
   2. Provide solid ½" aluminum bar behind door stop for closer shoe attachment.
   3. Pressure gasketing for weathering seal.
   4. Counterpunch fastener holes in door stop to preserve full-metal thickness under fastener head.

e. Caulking.
   1. Caulk joints before assembling frame members.

f. Frame Member to Member Connections.
   1. Secure joints with fasteners.
   2. Provide hairline butt joint appearance.

g. Hardware
   1. Pre-machine and reinforce frame members for hardware in accordance with manufacturer's standards and door hardware schedule.
   2. Surface mounted closures will be reinforced for but not prepped or installed at factory.
   3. Factory install Exit Device Hardware

2.04 PERFORMANCE

A. Face Sheet.
   1. Standard Interior and Exterior 0.120" thick, rustic wood grain, painted FRP sheet.
      a. Flexural Strength, ASTM-D790: 18.1 x 10^3 psi.
      b. Flexural Modulus, ASTM-D790: 1.0 x 10^6 psi.

B. Door Core.
   1. Density, ASTM-D1622: ≤ 5.0 pcf.
   2. Compressive Properties, ASTM-D1621: Compressive Strength ≥ 60 psi, Compressive Modulus ≥ 1948 psi.

2.05 MATERIALS

A. Aluminum Members.
   1. Aluminum extrusions made 6061 or 6063 aluminum alloys.
   2. Sheet and plate to conform to ASTM-B209.
   3. Alloy and temper to be selected by manufacturer for strength, corrosion resistance, and application of required finish, and control of color.

B. Fiberglass.
   1. See 2.02.C.5.

C. Fasteners.
   1. All exposed fasteners will have a finish to match material being fastened.
   2. 410 stainless steel or other non-corrosive metal.
   3. Must be compatible with items being fastened.

2.06 FABRICATION

A. Factory Assembly.

1. Door and frame components from the same manufacturer.
2. Required size for door and frame units, shall be as indicated on the drawings.
3. Complete cutting, fitting, forming, drilling, and grinding of metal before assembly.
4. All cut edges to be free of burs.
5. Welding of doors or frames is not acceptable.
6. Maintain continuity of line and accurate relation of planes and angles.
7. Secure attachments and support at mechanical joints with hairline fit at contact surfaces.

B. Shop Fabrication
   1. All shop fabrication to be completed in accordance with manufactures process work instructions.
   2. Quality control to be performed before leaving each department.

2.07 FINISHES

A. Door.
   a. Paint.
      1. Aluminum.
         a. Fluropan®.
            1. Topcoat.
               a. 70% polyvinylidene difluoride (PVDF) resin, meets or exceeds all AAMA 2605 specifications
            2. Color.
               a. Consult manufacturer.

   2. FRP Face Sheets
      a. Stained.
         1. Color.
            a. Oak.
         2. Custom colors if required TBD

B. Frame

   a. Paint.
      1. Aluminum.
         a. Fluropon®.
            1. Topcoat.
               a. 70% polyvinylidene difluoride (PVDF) resin, meets or exceeds all AAMA 2605 specifications
            2. Color.
               a. Consult manufacturer.
   2. Fiberglass.
      a. Two-component flexible acrylic urethane Satin topcoat. (STANDARD)
         1. Color.
            a. Oak
         2. Custom colors available consult manufacturer.
         3. Excellent exterior durability.
         4. Unique, high-solids, high-build, multifunctional coating.
         5. Low VOC, Satin coating.
         6. Impact Resistance, ASTM D-4226 Minimum 1.2 in/lb/mil
         7. Color retention: ≤1Δ (CIE L.a.b.), Montreal 45° South: 12 months

8. Very good chemical resistance.

2.08 ACCESSORIES

A. Vision Lites.
   1. Factory Glazing.
      a. Model.
         1. FL Standard.
      b. Glazing Thickness.
         1. 1".

            a. Finish.
               1. Color.
         2. Other Shapes.
            Drawing for vision lite shape provided

B. Hardware.
   1. Pre-machine doors in accordance with templates from specified hardware manufactures and hardware schedule.
   2. Factory install hardware.
   3. Hardware Schedule. SEE Hardware Set

      1. Concealed adjustable bottom brush.
         a. SL-301.

      2. Mullions.
         a. Model.
            1. SL-60E.
      3. Thresholds.
         a. Aluminum threshold by Special-Lite.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine areas to receive doors.
B. Notify OWNER of conditions that would adversely affect installation or subsequent use.
C. Do no proceed with installation until unsatisfactory conditions are corrected.

3.02 PREPARATION

A. Ensure openings to receive frames are plumb, level, square, and in tolerance.

3.03 ERECTION

A. Install doors in accordance with manufacturer's instructions.
B. Install doors plumb, level, square, true to line, and without warp or rack.
C. Anchor frames securely in place.
D. Separate aluminum from other metal surfaces with bituminous coatings or other means approved by architect.
E. Set thresholds in bed of mastic and back seal.
F. Install exterior doors to be weathertight in closed position.

G. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by architect.
H. Remove and replace damaged components that cannot be successfully repaired as determined by architect.

3.04 FIELD QUALITY CONTROL

A. Manufacture's Field Services.
   1. Manufacturer's representative shall provide technical assistance and guidance for installation of doors.

3.05 ADJUSTING

A. Adjust doors, hinges, and locksets for smooth operation without binding.

3.06 CLEANING

A. Clean doors promptly after installation in accordance with manufacturer's instructions.
B. Do not use harsh cleaning materials or methods that would damage finish.

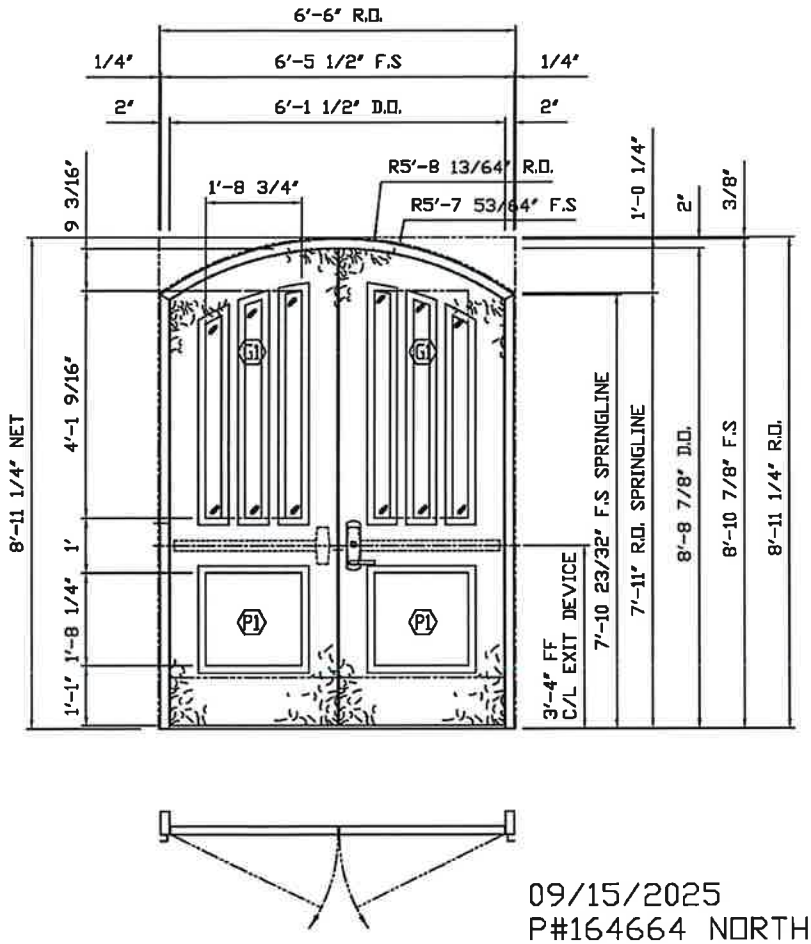
3.07 PROTECTION

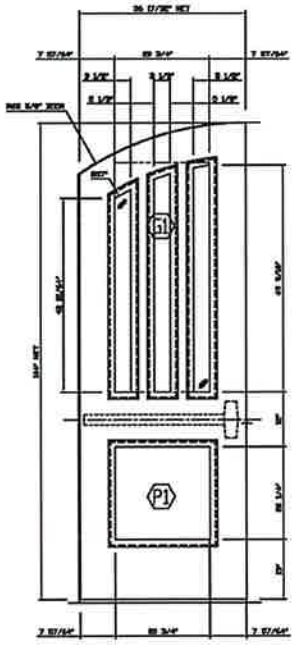
A. Protect installed doors to ensure that, except for normal weathering, doors will be without damage or deterioration at time of substantial completion.

END OF SECTION

Hardware Set for Curved Pair Entrance

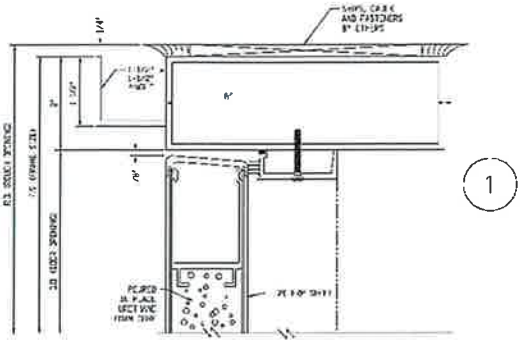
Hinges 4 pair FBB 199 full mortise .180 gauge Finish TBD
Closers LCN 4111 Cush ST2480 with custom plate for curved frame mount
Exit Devices VD 99 NL X VD DT US3 Push side ext TBD
Mullion By Door MFG KR60 with custom head mount
Weathertripping and seals provided by Door MFG, built in system





09/15/2025
P#164664 NORTHBROOK VILLAGE HALL

CURVED DOOR, FRAME & VISION LITES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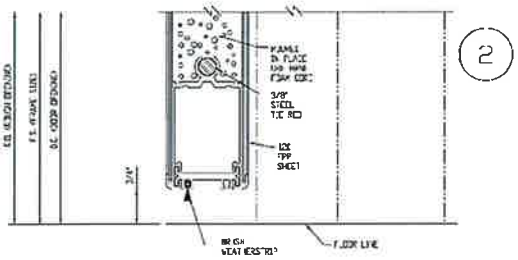
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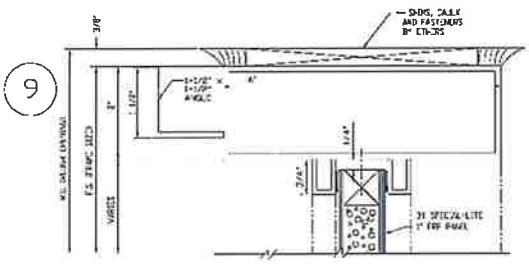
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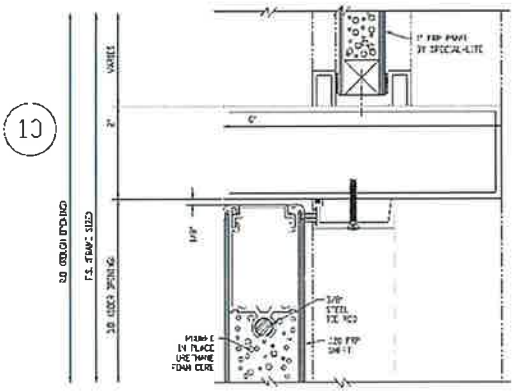
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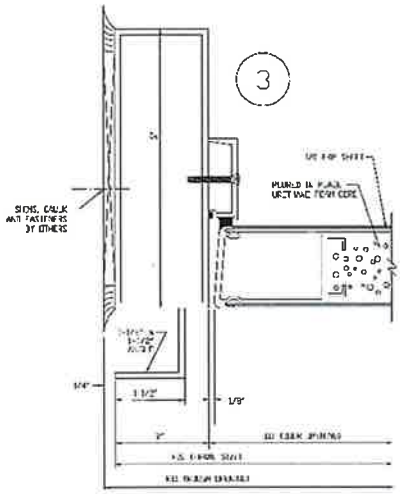
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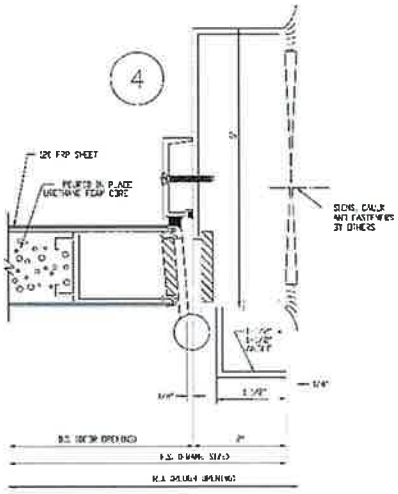
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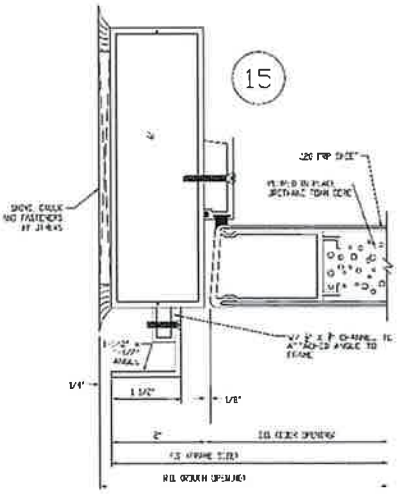
15

ATTACHMENT D

KEY PROJECT PERSONNEL

Contact Person for Proposal/Contract: Todd Paluch

Phone: 847-375-9411

Email: toddp@andersonlock.com

Primary Contact Person: Todd Paluch

Phone: 847-375-9411

Email: toddp@andersonlock.com

Work Site Operations Contact: Todd Paluch

Phone: 847-774-9814 cell

Email: toddp@andersonlock.com

VILLAGE OF NORTHBROOK
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

see attached in packet ,

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

,

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____ , hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of _____ Dollars ($), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated _____ , to Owner entitled "Contract For INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL " (the "Work"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Bid shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension. Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____ , 2025.

Attest/Witness:	PRINCIPAL
By: _____	By: _____
Title: _____	Title: _____
Attest/Witness:	SURETY
By: _____	By: _____
Title: _____	Title: _____

VILLAGE OF NORTHBROOK
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME AND ADDRESS OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars (***$[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT]***, with Owner entitled "Contract/Proposal Between Village of Northbrook and ***[CONTRACTOR'S NAME]*** for the INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the trimming of all genus and species of parkway and other public trees owned by Owner and provision of emergency tree services; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Specifications; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 2025.

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: **\[NAME OF CONTRACTOR]**

By: _____
\[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____
\[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

Attest/Witness:

By: _____

Title: _____

Telephone: _____

SURETY: **\NAME OF SURETY**

By: _____

Title: _____

VILLAGE OF NORTHBROOK
INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[Full Name and Address of Contractor]***, as Principal, hereinafter called Contractor, and ***[Full Name and Address of Surety]***, as Surety, a corporation organized and existing under the laws of the State of ***[Incorporation]***, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of ***[Contract Price]*** Dollars ($***[Contract Price]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[date]***, with Owner entitled "Contract Agreement Between Village of Northbrook and ***[Name of Contractor]*** for the INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the maintenance of traffic signals; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work" whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 2025.

Attest/Witness:	PRINCIPAL: ***[Name of Contractor]***
By: _____	By: _____ ***[Name of Contractor's Executing Officer]***
Title: _____	Title: _____ ***[Title of Contractor's Executing Officer]***
Attest/Witness:	SURETY: ***[Name of Surety]***
By: _____	By: _____
Title: _____	Title: _____
Telephone: _____	Fax: _____

northbrook

PUBLIC WORKS DEPARTMENT

FROM: Jean Paul Soens, Management Analyst

DATE: October 21, 2025

SUBJECT: **REQUEST FOR PROPOSALS FOR INSTALLATION OF FIBERGLASS DOORS AT VILLAGE HALL**
ADDENDUM #1

Include this addendum with your proposal.

ADDENDUM #1

Clarification 1: The Contractor shall not utilize continuous hinge installation for the installed doors. All hinges shall conform strictly to the specifications set forth in Attachment C - Specifications.

Clarification 2: The Contractor shall install hardware in accordance with the following finish specifications: the push side shall be finished in US3 (Polished Brass), and the pull (exit) side shall be finished in US4 (Satin Brass).

Clarification 3:

Attachment C – Specifications

2.03 Framing

- Model **changed to** SL-280 (2x8 frame profile)

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
Anderson Lock Company Ltd.
850 E. Oakton
Des Plaines, IL 60016

SURETY:
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

BOND AMOUNT: 10% of Contract

PROJECT:
Installation of Fiberglass Doors at Village Hall

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of J

(Witness)

(Witness)

Anderson Lock Company Ltd.
(Principal) (Seal)
Cortney Wascher
(Title) Cortney Wascher

Nationwide Mutual Insurance Company
(Surety) (Seal)
Kelly Schmidt
(Title) Kelly Schmidt , Attorney-in-Fact

SEAL

This document conforms to American Institute of Architects Document A310, 2010 edition

ANDERSON LOCK

MAIN OFFICE: 850 East Oakton Street, Des Plaines, IL 60018 • 847-824-2800
DOOR DIVISION: 1590 Touhy Ave., Elk Grove, IL 60007 • 847-885-3667 • andersonlock.com

Todd Paluch

Service Estimator

Eighteen years of Door, Hardware and Sales Estimating Experience at Anderson Lock

Specialist with Commercial Grade Security Door Hardware, Classroom Security Locks, Doors/Frames, and Electronic Access Control Systems.

TRAINING AND CERTIFICATIONS:

- D.H.I. Fire Door Assembly Inspector (F.D.A.I.)
- OSHA Training for the Construction Industry – 10hour
- ALOA Locksmith Institution
- Operator Training for Self-Propelled Aerial Work Platforms
- American Association of Automatic Door Manufacturers Inspector Training
- DHI COR 102 – Introduction to Building Codes 2017
- CPR

PROJECTS:

- Niles North Township High Schools District 219
- Niles West Township High Schools District 219
- Amazon Data Center
- University of Chicago Booth of Schools

ANDERSON LOCK COMPANY

Locations:

Main Office:
850 E. Oakton Street
Des Plaines, IL 60018

Door Division:
1590 Touhy Avenue
Elk Grove Village, IL 60007

Phone: 847-824-2800 | 800-323-LOCK [5625] 847-885-DOOR [3667]
Website|e-mail: www.andersonlock.com | sales@andersonlock.com

About Us:

Cortney Anderson Wascher, President / Owner
Women's Business Enterprise (WBE)
Family-owned since 1960; 100+ full and part-time employees

Credentials:

State of Illinois Licensed Locksmith Agency #0192-000117
AHC [Architectural Hardware Consultant] on staff
DHI [Door & Hardware Institute] member
- Cortney is Past-President of DHI National Board of Governors
- 3 DHI FDAI Fire Door Inspectors on staff

ALOA [Associated Locksmiths of America] member Bonded, Uniformed, Trained Technicians
Employees carry P.E.R.C. and photo I.D. cards

Sales & Service:

30 service trucks dispatched daily
M-F 7:30 am - 5:00 pm; 24-hour emergency overtime service
Service locksmith work throughout metropolitan Chicago region
Master Key experts: design/ installation/ maintenance of key systems
Security hardware sales: call us for experienced technical assistance
Huge warehouse, same day shipping of in-stock products
Walk-in showroom sales and service, print and online catalogs

Door Division:

Extensive inventory of Steelcraft & Curries metal doors / frames
Extensive inventory of commercial wood doors from multiple suppliers
Door / frame contractor sales and installations; blueprint takeoffs
State-of-the-art door handling and fabricating equipment
Pre-installation of security door hardware available
Warnock Hersey® (WH) certified to label fire doors
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Access Control:

From 1-door stand-alone mechanical digital locks, to 1000+ door electronic security systems with multiple locations, CCTV monitoring, Web-based systems, with setup, installation and training. Touchless door controls.

Customers:

Schools, universities, hospitals, government buildings, commercial / industrial facilities including: NorthShore University Healthcare Systems, Advocate Healthcare Facilities, UIC, Northwestern University, O'Hare CONRAC, United Airlines, Comcast Xfinity, BMO Harris, *more...*

Anderson Lock:

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Services

CLASSROOM SECURITY
- Site surveys
- Specification writing
- Architect/contractor consulting
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INSTALLATIONS
- Flexible installation scheduling
- Licensed, bonded, skilled techs
- Total opening replacements
- Experienced, commercial locksmiths

FIRE DOOR INSPECTIONS
- 3 Certified FDAI inspectors on staff
- Keep your facility NFPA compliant
- Life safety experts maintain highest industry standards

DOOR DIVISION
- Blueprint takeoffs
- Door/frame custom fabrications
- Warnock-Hersey licensed shop
- Preinstalled hardware

MASTER KEY SYSTEMS
- Design, install, maintain MK systems
- Full service keying, high security
- Multi-level systems for school districts and university campuses

Products

LOCKS
- Classroom lockdown security locks
- Mechanical & electronic locks
- Hands-free restroom door pulls
- Locker locks

DOOR CONTROLS
- Door closers for all applications
- Hands-free door operators
- Exit devices and electric strikes
- Hinges & mullions

ACCESS CONTROL
- Authorized integrator for top video surveillance systems
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DOORS & FRAMES
- Wood & metal doors & frames
- Vision lites, side-lites, transoms
- Acoustical (STC), FRP, stainless steel, blast-resistant doors & frames

LOCKSMITH SUPPLIES
- High security keys & cylinders
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Anderson Lock Company was founded with a vision for providing security solutions for commercial, industrial and institutional facilities. Now, in its third generation, led by Cortney Anderson Wascher, it has been transformed from a hardware store to a locksmith service company to a total door opening supplier, with special emphasis on doors, frames, mechanical and electronic locks.

Anderson Lock pioneered the full-service total opening door security service concept. Backed with a well-stocked warehouse, filled with commercial-grade hardware, it is a trusted source for security door hardware and a reliable resource for expert technical advice.

VALUE ADDED SERVICES

Anderson Lock is dedicated to serving the diverse needs of our customers in all types of facilities. From increasing security and life safety, to promoting customer convenience, and improving employee well-being and productivity, you can count on our wide range of products, knowledgeable sales representatives, and skilled technicians to to provide customized solutions for any type of facility.

We promote peace of mind with client- focused solutions that improve the safety, security, accessibility and aesthetics of buildings. We listen to our customers and maintain architectural specifications and codes. The result is a quality project that contractors and facility managers can rely on. Contact us today to get your project started.

CREDENTIALS + CERTIFICATIONS + STATS

Illinois Licensed Locksmith
Agency #0192-000117
A.H.C. on staff
WBE National Certification
Intertek certified door shop
FDAI fire door inspectors on staff

Cortney Anderson Wascher is President of the Board of Governors of the Door & Hardware Institute (DHI), a national organization serving the non-residential security door and hardware industry.

100+ employees
60+ years in business
82,500 S.F. at 2 locations
10,000 satisfied repeat customers
30 certified technicians
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WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Anderson Lock Company, Ltd

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: CORTNEY ANDERSON WASCHER
NAICS: 423710, 238290, 561621, 561622 UNSPSC: 30171500, 30171504, 30171505, 31160000, 31162800, 31162801, 31162804, 31162807, 31162808, 46171500, 46171501, 46171504, 46171619, 72151700
Certification Number: WOSB250128
Renewal Date: January 31, 2026
WOSB Regulation Expiration Date: 1/31/2028

WBDC

IGNITES BUSINESS GROWTH

Emilia DiMenco, Women's Business Development Center - Midwest President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

Fund: General Fund **FY 2026 - FY 2030**

Department: Public Works Department
Project Type: Facility Improvement
Project Name: Village Hall, Fire Station 11, Public Works Center Facility Improvements
Cost: $1,051,000

Priority Code: D - Optional but beneficial to the Village in social, cultural, or aesthetic ways
B - Essential, but may be delayed
CAP Item: No
Grant Funding: No

Overview

Village Hall Door Replacement: The Village Hall's doors, located just outside the Sandra "Sandy" Frum Board Room, have exhibited clear signs of weather-related wear and tear, necessitating their replacement. These particular south-facing doors endure direct exposure to various environmental factors, including sunlight, moisture, extreme temperature fluctuations, and freeze-thaw cycles. Staff further attributes the use of deicing solutions on walkways during the winter months that have a detrimental impact on the applied protective coating on the wood doors. The corrosive nature of solutions has led to the corrosion of metal hardware such as hinges, handles, and locks.
Additionally, the wooden doors from the Terrace Conference Room to the terrace, and the doors from the IT storage room to the terrace are weathered and in need of replacement. These doors are similarly exposed to the elements and must be replaced.
Staff has explored the advantages of fiberglass doors with a woodgrain finish to maintain the aesthetic continuity of the building while enhancing resilience against the environmental elements and recommends moving forward with this for replacement. This project has been prioritized as "D - Optional but beneficial to the Village in social, cultural, or aesthetic ways."

Fire Station 11 NO2/CO Detection System w/ Exhaust Installation: The Village's 2018 Facilities Assessment identified the need to install a modern nitrogen dioxide (NO2) and carbon monoxide (CO) detection system with exhaust in the apparatus bay of Fire Station 11. Staff recommends installation to protect against exhaust build-up in the apparatus bay. This project has been prioritized as "B - Essential, but may be delayed".

Public Works Center - Industrial Ceiling Fan Replacement: The Public Works Center needs to purchase eight new industrial strength ceiling fans due to mechanical issues with the existing fans. The replacement is necessary to ensure adequate air circulation and ventilation in the facility which will enhance comfort, improve energy efficiency, and reduce the risk of operational disruptions caused by malfunctioning fans, benefiting both employees and visitors. This project has been prioritized as "B - Essential, but may be delayed".

Public Works Center - Fuel Island Replacement: At the Public Works Center, the Village maintains a fuel station consisting of tanks, pumps and dispensers which dispenses fuel for the Village's fleet. Using a fuel station allows the Village to procure its own fuel at wholesale rates and ensures continuous access to fuel in the event of an on-going emergency. The existing fuel island tanks and system are approaching the end of their useful life. The tanks were originally installed in 1980 as single walled tanks with no ground monitoring system to identify potential leaks. In 1999, the system underwent a major upgrade including an epoxy spray liner in the tanks, double wall lining, new pumps, sensors and wiring and a Veeder Root TLS-350 monitoring system. While the system passed its five-year inspection by the State Fire Marshall's office in 2020, staff recommends proactively replacing these components to avoid the possibility of it failing and being taken offline in 2025 resulting in the Village being without fueling capabilities. Due to environmental evaluations, staff started design engineering for a replacement system in FY 2024 and will continue design engineering in FY 2024/2025 with letting in early Fiscal Year 2026. Proceeding with construction will be contingent on the Village's overall plan for its facilities. Beginning engineering in Fiscal Year 2024 allows the Village to identify and apply for all necessary permits to ensure construction can be completed in Fiscal Year 2026. This project has been prioritized as "B - Essential, but may be delayed".

*Projects scheduled at the Police Station, Fire Station 11 and Fleet Maintenance Garage will be reviewed and reassesses in relation to the ongoing Facilities Assessment.

	Actuals		Budget	Estimate	Recommended Budget				
Project	**FY 23**	**FY 24**	**FY25**	**FY 25**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**FY 30**
Village Hall Door Refurbishment	-	-	-	-	96,000	-	-	-	-
Fire Station 11 NO2/CO Detection System	-	-	-	-	65,000	-	-	-	-
PWC Industrial Ceiling Fan Replacement	-	-	-	-	65,000	-	-	-	-
Fuel Island Replacement	-	-	41,250	41,250	825,000	-	-	-	-
Total	**-**	**-**	**41,250**	**41,250**	**1,051,000**	**-**	**-**	**-**	**-**

Planned Financing

	FY 23	FY 24	FY25	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
General Fund Revenues/Reserves	-	-	41,250	41,250	1,051,000	-	-	-	-

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Jim Hawkins
Date: 2025-12-09
Subject: A Resolution Waiving Competitive Bidding and Authorizing Amendment 3 to the Agreement with Baecore Group for Professional Services

Overview

As part of the transition of the Village's Enterprise Resource Planning (ERP) system to a cloud based platform in 2026, this consulting work will focus on improving the efficiency in Development and Planning processes as well as assessing the operational needs and system dependencies that may need to be updated prior to the migration to the cloud based platform.

Fiscal Impact

Services provided are at a fixed price of $38,100. On August 28, 2025, the Village Board approved an amendment to the current fiscal year budget that included funds in GL# 11-1120-554-00 for additional Baecore Group services.

Recommendation

Approval.

Background

Amendment 3 to the Contract / Professional Services Agreement with Baecore Group will provide a comprehensive evaluation of the Village of Northbrook’s current Development and Planning processes, operational needs, and system dependencies prior to Village migrating in 2026 to the new cloud based ERP.

Services provided are at a fixed price of $38,100. On August 28, 2025, the Village Board approved an amendment to the current fiscal year budget that included funds in GL# 11-1120-554-00 for additional Baecore Group services.

On January 7, 2025, the Village Board approved contract amendments 1 and 2 to the Professional Services Agreement with Baecore Group for two significant data cleanup and configuration projects – one involving human resources and payroll data, and the second

involving financial data. Baecore Group is currently overseeing and participating in the data clean up and reconfiguration, ensuring the success of these projects.

In December 2024, the Village Board of Trustees waived the competitive bidding requirement and directed staff to finalize contract amendments for professional services with Baecore Group. These professional services contract amendments focus on improving the accuracy and quality of the data contained within the Village's Enterprise Resource Planning (ERP) system. Having quality and accurate data will be vital when migrating to the ERP cloud solution.

Staff will be available at the December 9, 2025 regular Board of Trustees meeting should any questions arise.

A Resolution Waiving Competitive Bidding and Approving Amendment 3 to the Agreement with Baecore Group, Inc. for Professional Services
Amendment 3 - Baecore Professional Service Agreement - DPS Current State Existing Systems Configuration

Resolution 2025-R-_____

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

A Resolution Waiving Competitive Bidding and Approving Amendment 3 to the Agreement with Baecore Group, Inc. for Professional Services

is hereby adopted, as follows:

Section 1. RECITALS.

On May 14, 2024, the Village Board approved a Professional Services Agreement with Baecore Group, Inc. ("***Consultant***"), a boutique consulting firm specializing in local and municipal government projects, to complete a business processes assessment and review prior to the Village's Enterprise Resource Planning (ERP) system migration to the cloud.

Prior to the migration to the cloud, Village processes need to be updated, configuration changes in the ERP system are required, and the Village's ERP data must be reviewed and updated for accuracy.

On December 10, 2024, the Village Board approved a Resolution waiving competitive bidding and directing staff to finalize the required amendments to the agreement with the Consultant for two significant data cleanup and configuration projects – one for human resources and payroll data and the second for financial and address data.

On January 7, 2025, the Village Board approved Amendment 1 and Amendment 2 to the Professional Services Agreement with the Consultant for these two significant data cleanup and configuration projects.

Amendment 3 to the Professional Services Agreement with the Consultant will provide a comprehensive evaluation of the Village of Northbrook's current Development and Planning processes, operational needs, and system dependencies prior to transitioning to the new Village's ERP migration to the cloud.

Based on these factors and the existing relationship with the Consultant for ongoing projects supporting a transition to the cloud version of the Village's ERP, staff recommends that the Board waive competitive bidding and authorize the execution of Amendment 3 to the Professional Services Agreement with the Consultant at the proposed cost of $38,100.

The President and the Board of Trustees have considered Amendment 3 to the Professional Services Agreement and have determined that it is in the best interests of the Village and the public to approve Amendment 3 to the Professional Services Agreement with the Consultant.

Section 2. WAIVER OF COMPETITIVE BIDS.

The requirement that competitive bids be solicited for Amendment 3 to the Professional Services Agreement is hereby waived based on the expertise and experience of the Consultant to provide the

services.

Section 3. APPROVAL OF AMENDMENT TO THE AGREEMENT.

Amendment 3 to the May 14, 2024 Professional Services Agreement with Baecore Group, Inc. is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 4. AUTHORIZATION TO EXECUTE AMENDMENT.

The Village Manager is hereby authorized and directed to execute and seal, on behalf of the Village, Amendment 3 to the Professional Services Agreement only after receipt by the Village Clerk of at least two original copies of Amendment 3 executed by the Consultant; provided, however, that if such executed copies of Amendment 3 are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Adopted:

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

_____
Village President

ATTEST:

_____
Village Clerk

AMENDMENT 3

Professional Services Agreement between Village of Northbrook and Baecore Group Inc, dated 5/14/2024

Village of Northbrook

This amendment (the "Amendment") is made by and between **The Village of Northbrook**, an Illinois home rule municipality (hereinafter "CLIENT") and **Baecore Group, Inc.**, an Illinois corporation, (hereinafter "Baecore"), parties to the agreement *Professional Services Agreement between Village of Northbrook and Baecore Group Inc,* effective May 14, 2024 (the "Agreement"). CLIENT and Baecore shall be collectively referred to as the "Parties" or individually referred to as a "Party".

1. The Agreement is amended as follows:
    a. Attachment A-1 to this Amendment is added to the Agreement as Attachment A-3.
    b. The following is added to the Agreement as Paragraph 1c.
        i. Services – Data Cleanup. In addition to the above, "Services" also includes the services set forth in Attachment A-3 to the Agreement.
    c. The following is added to the Agreement as Paragraph 7 a 3.
        i. Compensation – Data Cleanup. CLIENT shall pay to Baecore compensation as outlined in Attachment A-3 to the Agreement for the services as described in Attachment A-3. For the avoidance of doubt, the provisions of paragraph 7a shall also be applied for the Services outlined in Attachment A-3.
    d. The following is added to the Agreement as Paragraph 8 c.
        i. Payment of Compensation & Late Payments – Data Cleanup. Baecore shall submit invoices for payment to CLIENT in accordance with the payment milestones and timeframe specified in Attachment A-3 to the Agreement. Payment by the CLIENT of invoices shall conform to the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*).
    e. The following is added to the Agreement as Paragraph 9 e.
        i. If CLIENT suspends the Project (as described in Attachment A-3 to the Agreement) Baecore shall invoice and be compensated for services performed prior to notice of said suspension irrespective of the payment milestones for said services as outlined in Attachment A-3 and may suspend all services and terminate the Agreement.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. This amendment becomes effective upon signature by both Parties.

Baecore Group Inc.	**Village of Northbrook**
By:	By: _____
Managing Partner Title	_____ Title
Mary Smith Print Name	_____ Print Name
12/04/2025 Date	_____ Date

Attachment A-1 (Attachment A-3 to the Agreement)

Development & Planning Services Process & Configuration Desired State

Scope of Services

The activities to be performed in this scope of services include the following process areas.

DPS, Public Works, & Fire Department Permit & Inspections including:

Applications	Permit Issuance	Inspections
Plan Review	Inspection Scheduling	Permit Expiration

Planning & Zoning processes, including:

Applications	Bond/Escrow
Application processing	Application Closure

Code Enforcement processing, including:

Complaints	Enforcement Creation
Inspections/Violations	Citations

Baecore Group Activities

- Project Management: Baecore Group will provide Project Management for Stage 1 and Stage 2 of the project. Project Management includes the following.
  - Status meetings to support meeting deadlines & resolve open questions
  - Creation and management of a project plan
  - Schedule management, coordination of project meetings

- <u>Stage 1: Business Process & Workflow Fit Analysis & Recommendations</u>

- Baecore Group will meet with Village personnel to collect detailed current process flow and system use information necessary to provide specific process and configuration recommendations (beyond the scope and detail collected for the initial assessment and recommendations for data cleanup and opportunities for further process review). In addition, the analysis will incorporate concerns expressed by DPS personnel in the July 2025 data cleanup recommendation review that BSA may not be able to meet all of the department's process needs.

- Existing Process & Systems Use Evaluation
  - Lead meeting with Village staff to identify current state processes, including the collection of processes being completed, the location of/system usage to complete processes, and the identification of processes completed outside of the BS&A ERP system.
  - Assess & evaluate current department challenges with existing processes and potential configurations impeding system use.

- Identify opportunities for process and/or configuration modification to support the use of available system functionality.

➢ Future State On-Prem Recommendations
- Provide recommendations for incorporating all possible processes where the functional needs of the department/customer can be completed in the Village's system.
- Provide recommendations for processes that cannot be incorporated in the Village's On-Prem ERP system based on the availability or unavailability of functionality needed to meet recommended process flows. For Example, any BS&A functionality that does not meet the requirements of the department.
- Provide a plan for the merging of the Village process in the ERP system, including:
  - Process modifications required
  - Configuration modification required
  - Identify modules and process functionality required
  - Identification of process areas that cannot be completed with the existing functionality available in the ERP on-prem system.

➢ Future State Cloud Recommendations
- Provide recommendations for and identify additional process and/or configuration modifications that can be incorporated in the Cloud system to gain additional process improvements for activities contained in the ERP on-prem system as part of the Future State On-Prem Recommendations.
- Provide recommendations for incorporating process areas into the Cloud ERP system that could not be addressed in the On-Prem system.

Stage 1 Deliverables

- Decision Log – Village/Department decisions will be documented and accessible in the project decision log.
- Business Process & Workflow Recommendation Document: Based on the information provided by Village personnel and drawing on our experience with process improvement and implementation of BSA, Baecore Group will develop the recommendation document, incorporating the components described in the stage 1 analysis above.

<u>Stage 2: On-Prem Configuration</u>

➢ Review the configuration and re-map the setup of the following to achieve the Future State On-Prem Recommendations. This includes completing the setup in the On-Prem environment to prepare for the migration to BSA Cloud. Baecore will lead a workshop to "kick-start" the Village documentation of their requirements. The "mapping" will be completed by the Village:

- Permit Types (including application requirements, reviews, fees, inspections & quick text comments)
- Planning & Zoning Project Types (including steps, reviews, fees)
- Code Enforcement (including violation types, inspections, quick text comments, fees/fines)

- Configuration of the On-prem ERP system to meet the Village's desired state based on the Future State On-prem recommendations.
  - Complete configuration to meet on-prem recommendations in a Test environment of the Village's on-prem system.
  - Lead Village personnel in a workshop to test on-prem configuration and provide coaching on process changes resulting from the configuration.
  - Complete one round of configuration updates based on feedback from Village testing to complete corrections or adjustments to meet the recommendations in Stage 1.

Stage 2 Deliverables

- Mapping Workbooks: Baecore Group will provide mapping workbooks identifying the information and format required to complete the mapping for each area identified in the scope of services
- On-Prem Test Environment Configuration: Baecore Group will complete configuration of the On-Prem Test environment based on the accepted recommendations, desired state and mapping completed by Northbrook.
- Incident Tracking: a centralized location in the project board for reporting and managing the status of issues identified during testing.

Stage 3: On-Prem Live Environment Configuration

- Baecore Group will provide guidance and coaching to Village personnel for setting up the Live On-Prem ERP environment to match the validated setup in the Test Environment, as described in Stage 2 above.
- Baecore Group will provide assistance and recommendations for troubleshooting issues as requested by Village personnel to complete the setup in the Live On-Prem environment.
- Baecore Group will create documentation of the configuration/setup changes made in the test environment so that Village staff can reproduce those changes in the production environment. The documentation will consist of screenshots of any codes, forms, or settings added or modified by Baecore in conformance with the mapping worksheets completed by the Village.

Stage 3 Deliverables

- Configuration/Setup Changes Documentation: Documentation of the configuration and setup changes completed by Baecore Group in the Test environment.

Baecore Group Deliverables (all stages)

Stage 1 Deliverables

- Decision Log – Village/Department decisions will be documented and accessible in the project decision log.
- Business Process & Workflow Recommendation Document: Based on the information provided by Village personnel and drawing on our experience with process improvement and implementation of BSA, Baecore Group will develop the recommendation document, incorporating the components described in the stage 1 analysis above.

Stage 2 Deliverables

- Mapping Workbooks: Baecore Group will provide mapping workbooks identifying the information and format required to complete the mapping for each area identified in the scope of services
- On-Prem Test Environment Configuration: Baecore Group will complete configuration of the On-Prem Test environment based on the accepted recommendations, desired state and mapping completed by Northbrook.
- Incident Tracking: a centralized location in the project board for reporting and managing the status of issues identified during testing.

Stage 3 Deliverables

- Configuration/Setup Changes Documentation: Documentation of the configuration and setup changes completed by Baecore Group in the Test environment.

Out of Scope Activities

Activities beyond the project timeline outlined in this scope of services and configuration of the Cloud environment are out of scope for this project.

Village Responsibilities

- Project Manager Assignment – The Village will assign one Project Manager for the project. The Village will provide the name of the Project Manager to Baecore on initiation of the project. The Village Project Manager will be the primary contact for Baecore Group to report and discuss project issues, risks, and status. The Village Project Manager is responsible for ensuring these updates are reported internally to Project Stakeholders and Sponsors.
- Staff Participation & Availability: Identify department subject matter experts from Village departments to meet with Baecore Group for the desired state & planning meetings, provide feedback, and make timely decisions.

- Provide a timely sign-off on the delivered documents, including the Existing Systems Use Analysis and Future State Recommendations. (These documents incorporate decisions made during the existing systems use meetings. To prevent delays, sign-off will need to be completed within five (5) business days of the delivery of the document.
- Complete timely mapping of configuration changes according to the project timeline to prevent delays to the configuration in accordance with the mapped changes and validation in the Test environment.
- Complete setup validation, actively participating in process testing workshops, complete independent testing, and provide clear and timely feedback on identified issues for resolution. Complete re-testing as requested to confirm issue resolution. Set-up validation and testing, including reporting any corrections or adjustments required, as described in Stage 2 above, will be completed within the two (2) week testing period.
- Provide Baecore project team members with access to a Test environment with admin access to the Permitting, Planning/Zoning, and Code Enforcement Modules.

Limitations and Environment Access

- Baecore Group will complete up to 40 hours of data entry hours for configuration setup. Excessive changes to setup decisions or redirecting by the Village, delays to completing testing and/or reporting setup issues, or non-responsiveness to requests by Baecore for clarification or additional information from Village personnel will result in additional charges result in setup tasks in BS&A being transferred to Village personnel, if necessary, to maintain the project timeline and budget.
- Environment access: The Village will provide Baecore Group access to a non-production BS&A environment within 30 days of project commencement, specific to this project, for which Baecore Group will have administrative access and control.
- BS&A User IDs: Provide Baecore with two (2) BS&A user IDs with full administrative access to the non-production BS&A environment to which Baecore has been provided access.
- Delays in providing any of the above access to the environment or user IDs that result in lost time (due to setup re-dos, re-requesting/setting up access, etc.) will result in additional charges and could result in Village personnel becoming responsible for setup tasks in BS&A, if necessary, to maintain the project timeline.
- The Village is responsible for ensuring the working environment (in which the setup is to be/is completed) is not refreshed or otherwise overwritten without Baecore Group's approval. If the working environment is refreshed or overwritten without Baecore Group's approval, the cost of the additional work and re-work by Baecore Group resulting from the overwrite will be charged to the Village.
- The Village is also responsible for ensuring Village personnel do not make any changes to the setup made in the system by Baecore Group until after Baecore releases the setup to the Village. Additional work/expenses and re-work by Baecore Group resulting from Village personnel changes will be passed on to the Village.

Project Timeline

This project is scoped for 24 weeks according to the project timeline below:

Week	Activity Description
1 - 2	Project Initiation: Schedule department Existing Process & Systems Use meetings and create project plan
3 - 4	Hold department Existing Process & Systems Use meetings
5 – 7	Complete existing process & system use analysis Develop Future State On-prem & Future State Cloud recommendations Deliver analysis & recommendations
8 - 9	Complete Mapping workshops
10 -11	Village complete mapping documentation
12 - 15	Complete setup of test environment
16 - 17	Complete process testing workshops
18 - 19	Village complete internal process validation & report issues
20 - 21	Complete updates of configuration in Test environment Village complete re-testing of updated configuration
22 - 24	Baecore Group provide guidance and coaching for setup of validated configuration in on-prem Live environment.

Baecore Group will not be having status or scheduled meetings during the holiday period from December 20, 2025, to January 5, 2026. If the project begins with a timeline that includes these dates, they will not count toward the 24-week project timeline

Pricing

These services are proposed at a fixed price of $38,100 (pricing contingent on execution of an amendment to the 5/14/24 Professional Services Agreement) invoiced as follows:

- 50% deposit on execution of the agreement
- 25% upon request to schedule delivery of the Business Process & Workflow Recommendation
- 25% upon completion of the first workshop setup session

The above price includes a $7,200 discount for the above streamlined payment milestones and streamlined contract management fees. The estimated project timeline for Baecore Group to complete the proposed services is 24 weeks from project initiation. Completion of the project in less than the estimated time will not result in a reduction of the price. Changes to project scope, or delays resulting from Village of Northbrook action, inaction, unavailability, lack of timely decision-making, changing

(configuration, process, data) decisions that extend the project timeline beyond the estimated project timeline may result in additional charges.

The proposed project timeline includes time for the Village to complete validation testing and go live. If the Village delays these validation activities (process workflow testing and data validation) or delays going live resulting in configuration, process, and, or data modification requests to be completed by Baecore outside of the project period, Baecore may charge for the work effort completed outside of the project period.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Date: 2025-12-09
Subject: A Resolution Approving an Amendment to a Microsoft Enterprise Software Subscription Agreement from Dell Marketing L.P.

Overview

This Resolution approves an amendment to the Microsoft Enterprise Agreement from Dell Marketing L.P., executed in 2023, to add an additional Microsoft M365 Tenant for test and development purposes.

Fiscal Impact

The adopted Fiscal Year 2025/2026 budget provides funding in Account Number 11-1400-543-01 for the annual subscription in a not to exceed amount of $200.

Recommendation

Approval.

Background

In December 2023, the Board approved a three-year Microsoft (MS) Enterprise Agreement (EA) for Microsoft software license subscriptions. This EA includes all licensing subscriptions for MS software such as Windows Server, Windows Computer, Office, and M365. These software products and services are in use by all computers in all Departments at the Village. The term of the current EA is set to expire on December 31, 2026.

As the Village Information Technology (IT) Department is preparing for the migration to M365, it would be beneficial to have a test environment set up to verify and validate configurations. Since M365 is fully cloud-hosted, a secondary tenant must be set up in the Microsoft Cloud to replicate the Village's production tenant environment.

Dell Marketing L.P. is the Microsoft partner of record for the Village's MS EA and as such, is the only MS partner that can add services or subscriptions to the Village's EA. Village IT Staff requested and received a quote from Dell Marketing for the required subscriptions for the test tenant. The annual cost for the subscriptions for the test tenant is quoted at $198. Additionally, Dell Marketing provided an Amendment to the Village's EA.

The cost of the Amendment is a budgeted item in Fiscal Year 2025/2026 in Account No. 11-1400-543-01 – Software as a Service.

Village staff recommend the approval of the Amendment to add the required test tenant subscription. Staff will be available at the December 9, 2025 regular Board of Trustees meeting to address any questions.

A Resolution Approving an Amendment to a Microsoft Enterprise Software Subscription Agreement from Dell Marketing L.P.
Exhibit A - Microsoft Amendment to Contact Documents
Exhibit B - Microsoft Program Signature Form
Exhibit C - Dell Marketing L.P. Quote 3000196339541.1

Resolution 2025-

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

A Resolution Approving an Amendment to a Microsoft Enterprise Software Subscription Agreement from Dell Marketing L.P.

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2025/2026 annual budget provides funding for the addition of software subscription licenses to set up a test Microsoft cloud-hosted environment ("***Subscription***").

In 2023, Dell Marketing L.P. ("***Vendor***") provided a Microsoft Enterprise License Agreement ("***Agreement***"), approved by the Board and executed by the Village, which includes all software licenses and subscriptions in use by all Departments within the Village. To add a test Microsoft tenant, Microsoft requires an amendment to the Agreement ("***Amendment***"). The test tenant is desired by the Village's Information Technology staff to verify and validate configurations and conduct testing without disrupting the Village's production Microsoft tenant.

Staff requested and received a quote from Dell Marketing L.P. ("***Vendor***") in the amount of $198 for the Subscription. Vendor is the Village's Microsoft partner of record, and as such, is the only Microsoft partner that can add additional subscriptions to the Village's existing Agreement.

The Village's Fiscal Year 2025/2026 Annual Budget provides funding for the purchase of the Subscription under the Amendment in Account No. 11-1400-543-01. Based on these factors, Village staff recommends approval of the Amendment in an amount not to exceed $198.

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

Section 2. Approval of Amendment.

The Amendment is hereby approved in substantially the form attached to this Resolution as ***Exhibit A.***

Section 3. Authorization for Purchase.

The Village Manager is hereby authorized and directed to execute all such documents, including the Amendment, and make such payments as are necessary to complete the procurement of the Subscription from the Vendor in a not-to-exceed amount of $198.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number	4626300	AMD000472263

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Multi-Tenant Enrollment
Amendment M130

1. Definitions.

a. "Lead Enrollment" means the Enrollment number listed at the top of this Amendment.

b. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise.

c. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: http://technet.microsoft.com/en-us/library/jj819284.aspx

d. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators. Each Tenant will require Tenant Administrator(s).

2. Tenant Enrollment terms.

a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

b. To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate (or a department or division thereof), or subset of Affiliates, included in its Enterprise, or a department or division of Enrolled Affiliate, that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates (or a department or division thereof) included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment or for a department or division of Enrolled Affiliate.

c. To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

d. Notwithstanding that the Tenant Affiliates listed in the Tenant Information Excel Form attached as an Appendix will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.

e. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.

f. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.

g. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

h. Enrolled Affiliate must submit an annual order (EAS Enrollments) or annual True Up order (EA Enrollments) for each Tenant Enrollment as per the terms of the Lead Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.

i. Tenant Enrollment is exempt from the minimum order requirement in section 2.a of the Lead Enrollment.

j. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).

k. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Tenant Information Excel Form attached as an Appendix to the Amendment, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.

l. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. Technical considerations for multi-Tenant deployment.

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this Amendment.

Each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other.

Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

a. No ability to provide consolidated administrative reporting or control across Tenants, no automated ability to move users between Tenants. For example, if a user moves from one Tenant Affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.

b. No consolidated Global Address List for all Tenants.

c. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However, it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.

d. No ability to share domain names across Tenants, no ability to share SIP domains (each Tenant will have a separate Skype for Business Online SIP domain).

e. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant, no master SharePoint content index combining all Tenants (each Tenant's index will be restricted to that Tenant).

f. Additional on-premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Contact Information for Tenant Enrollment

a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Name". This name must be provided in the Tenant Information Excel Form attached as an Appendix for this Amendment under Tenant Affiliate Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.

b. For each Tenant Enrollment, an Online Services Manager must be provided in the Tenant Information Excel Form attached as an Appendix to this Amendment.

c. Microsoft may, from time to time, contact the Online Services Manager regarding the Tenant(s).

d. Warning: If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

This Amendment must be attached to a signature form and accompanied by the *Tenant Information* – Excel Form to be valid. The Number of tenant(s) listed in the *Tenant Information* – Excel Form file is: 1.

Appendix

Tenant Information – Excel Form attached

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M130)EnrAmend(MultiTenantEnrollment)(WW)(ENG)(Oct2025)(IU).docx"		M130	P-LSS

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number		AMD000472263
Agreement number	8979360	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Amendment	M130 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Village of Northbrook
Signature* _____
Printed First and Last Name* Cara Pavlicek
Printed Title Village Manager
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote No.	**3000196339541.1**	Sales Rep	Phillip Reavis
Total	**$198.00**	Phone	1(800) 456-3355, 80000
Customer #	7369349	Email	Phillip.Reavis@Dell.com
Quoted On	Nov. 13, 2025	**Billing To**	FINANCE DEPT VILLAGE OF NORTHBROOK 1225 CEDAR LN NORTHBROOK, IL 60062-4513
Expires by	Nov. 30, 2025		
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Phillip Reavis

Shipping Group

Shipping To

JERICK CABRAL
VILLAGE OF NORTHBROOK
1225 CEDAR LN
NORTHBROOK, IL 60062-4513
(847) 664-4082

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA [redacted] SUBSVL MVL PERUSR	**6**	**$33.00**	**$198.00**
2. VLA ENTERPRISE AZ COMMIT PROVISION GLOBAL	**1**	**$0.00**	**$0.00**
3. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	**6**	**$0.00**	**$0.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$198.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$198.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$198.00**

Shipping Group Details

Shipping To

JERICK CABRAL
VILLAGE OF NORTHBROOK
1225 CEDAR LN
NORTHBROOK, IL 60062-4513
(847) 664-4082

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	**6**	**$33.00**	**$198.00**
SKU: AD510858 **MFG Part #:** AAD-34704 **OLS Purchase Type:**			
Current Duration: 1 **Total Duration:** 13 **Maint. End Date:** Dec. 31, 2026			
2. VLA ENTERPRISE AZ COMMIT PROVISION GLOBAL	**1**	**$0.00**	**$0.00**
SKU: AD510859 **MFG Part #:** AAA-35418 **OLS Purchase Type:**			
Current Duration: 1 **Total Duration:** 13 **Maint. End Date:** Dec. 31, 2026			
3. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	**6**	**$0.00**	**$0.00**
SKU: AD510860 **MFG Part #:** NYH-00001 **OLS Purchase Type:**			
Current Duration: 1 **Total Duration:** 13 **Maint. End Date:** Dec. 31, 2026			

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Date: 2025-12-09
Subject: A Resolution Approving the Purchase of Additional Microsoft Subscriptions from Dell Marketing L.P.

Overview

This Resolution approves the procurement of additional Microsoft subscriptions, supplementing the subscriptions obtained under the 2023 Microsoft Enterprise Agreement with Dell Marketing L.P., to address the Village's growth in staff and corresponding operational requirements for additional Microsoft applications.

Fiscal Impact

The adopted Fiscal Year 2025/2026 budget provides funding in Account Number 11-1400-543-01 for the annual subscriptions in a not to exceed amount of $6,700.

Recommendation

Approval.

Background

In December 2023, the Board approved a three-year Microsoft (MS) Enterprise Agreement (EA) for Microsoft software license subscriptions. This EA includes all licensing subscriptions for MS software such as Windows Server, Windows Computer, Office, and M365. These software products and services are in use by all computers in all Departments at the Village. The term of the current EA is set to expire on December 31, 2026. The Board approved an annual not to exceed amount of $146,775 a year for each of the three years included in the EA.

In calendar year 2025, additional license subscriptions were added to the Village's Enterprise Agreement to ensure sufficient licenses existed for the addition of new staff in the Fire and Information Technology Departments, and to add additional Microsoft applications in use by the Police Department. Each year of the Enterprise Agreement requires a true-up process at the end of the agreement year. The Information Technology (IT) Department staff reviewed

the Microsoft licenses and subscriptions in use and agreed with Microsoft that the additional software subscriptions need to be added to the EA to remain compliant with Microsoft's licensing requirements.

Dell Marketing L.P. is the Microsoft partner of record for the Village's MS EA and, as such, is the only MS partner that can add services or subscriptions to the Village's EA. Village IT Staff requested and received a quote from Dell Marketing for the additional subscriptions. The quote provided by Dell Marketing L.P. is for a total of $153,461, an increase of $6,686 for this third and final year on the current EA.

The cost of the increase for the required software subscriptions is a budgeted item in Fiscal Year 2025/2026 in Account No. 11-1400-543-01 – Software as a Service.

Village staff recommend the approval of the purchase of the additional subscription licenses for a not to exceed total amount of $153,461 for calendar year 2026, the third and final year of the three-year Microsoft Enterprise Agreement purchased through Dell Marketing L.P. Staff will be available at the December 9, 2025 regular Board of Trustees meeting to address any questions.

A Resolution Approving the Purchase of Additional Microsoft Subscriptions from Dell Marketing L.P.
Exhibit - Dell Marketing L.P. Quote 300011122025

Resolution 2025-

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 Additional Microsoft Subscriptions from Dell Marketing L.P.

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2025/2026 annual budget provides funding for the addition of software subscription licenses in the Village's Microsoft cloud-hosted environment.

In 2023, Dell Marketing L.P. ("***Vendor***") provided a Microsoft Enterprise License Agreement ("***Agreement***"), approved by the Board and executed by the Village, which includes all software licenses and subscriptions in use by all Departments within the Village. The Board approved a not to exceed annual cost of $146,775 a year for three years under the Agreement.

Given additional headcount approved by the Board, and the desire of some departments to utilize additional Microsoft applications, the third and final year of the three-year Agreement requires the addition of extra license subscriptions in an amount not to exceed $6,686 for calendar year 2026.

The Village's Fiscal Year 2025/2026 Annual Budget provides funding for the purchase of the additional subscriptions in Account No. 11-1400-543-01. Based on these factors, Village staff recommends approval of the purchase of the additional subscriptions for a total not to exceed amount of $153,461 for the third and final year of the Agreement.

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 complete the purchase with the Vendor.

Section 2. Authorization for Purchase.

The Village Manager is hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the additional subscriptions from the Vendor in a not-to-exceed amount of $6,686, for a total annual cost of $153,461.

DELL Technologies

Annual Billing

QUOTE# 300011122025

Microsoft Enterprise 6				
Village of Northbrook				
Date Updated	**Enrollment #**	**Start Date**	**End Date**	**Due Date**
9/17/2025	4626300	1/1/2024	12/31/2026	10/17/2025

Customer # 7369349

PO Number	Scheduled Bill Date	Part Number	Description	Quantity	Price	Extended Amount	Coverage Start Date	Coverage End Date
8036056072666001	1/1/2026	9EA-00039	Win Server [redacted]	80	$277.92	$22,233.60	1/1/2024	12/31/2026
8036056072666001	1/1/2026	7NQ-00292	SQL Server [redacted]	30	$609.37	$18,281.10	1/1/2024	12/31/2026
8036056072666001	1/1/2026	6VC-01254	Win [redacted]	20	$22.83	$456.60	1/1/2024	12/31/2026
8036056072666001	1/1/2026	9EA-00278	Win Server [redacted]	56	$119.67	$6,701.52	1/1/2024	12/31/2026
8036056072666001	1/1/2026	9EM-00270	Win Server [redacted]	100	$18.90	$1,890.00	1/1/2024	12/31/2026
8036056072666001	1/1/2026	AAD-32907	[redacted] Sub Per User	3	$97.12	$291.36	1/1/2024	12/31/2026
8036056072666001	1/1/2026	AAD-34700	M365 [redacted] Renewal GCC Sub Per User	310	$309.13	$95,830.30	1/1/2024	12/31/2026
8036056072666001	1/1/2026	AAD-34704	M365 [redacted] GCC Sub Per User	3	$363.64	$1,090.92	1/1/2024	12/31/2026
8036056072666001	1/1/2026	AAA-35418	Azure Monetary Commitment Provision	1	$0.00	$0.00	1/1/2024	12/31/2026
8036056072666001	1/1/2026	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	313	$0.00	$0.00	1/1/2024	12/31/2026
1003955487568701	1/1/2026	AAD-32907	[redacted] Sub Per User	6	$97.12	$582.72	5/1/2024	12/31/2026
1003955565570001	1/1/2026	DDJ-00001	Power BI Pro GCC Sub Per User	5	$93.62	$468.10	5/1/2024	12/31/2026
8442997332126201	1/1/2026	VRM-00001	Win [redacted] GCC Sub Per User	313	$0.00	$0.00	6/1/2024	12/31/2026
1008897229499301	1/1/2026	DDJ-00001	Power BI Pro GCC Sub Per User	5	$93.62	$468.10	9/1/2024	12/31/2026
1014959990058701	1/1/2026	3MS-00001	[redacted] GCC Sub Per User	1	$37.85	$37.85	1/1/2025	12/31/2026
1018905099960601	1/1/2026	3MS-00001	[redacted] GCC Sub Per User	1	$37.85	$37.85	5/1/2025	12/31/2026
1018905099960601	1/1/2026	VRM-00001	Win [redacted] GCC Sub Per User	4	$0.00	$0.00	5/1/2025	12/31/2026
1018905099960601	1/1/2026	AAD-34704	M365 [redacted] GCC Sub Per User	14	$363.64	$5,090.96	5/1/2025	12/31/2026
1019915259906701	1/1/2026	VRM-00001	Win [redacted] GCC Sub Per User	10	$0.00	$0.00	6/1/2025	12/31/2026
				Annual Billing Total		**$153,460.98**		

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief John Ustich
Date: 2025-12-09
Subject: A Resolution Authorizing the Purchase of a Replacement Police Department Vehicle from Currie Motors of Frankfort, IL

Overview
The Village is seeking to replace one Police Department front-line response vehicle.

Fiscal Impact
The attached order form, Exhibit A, reflects a total purchase price of $49,832 for one vehicle. Additional funds of approximately $9,200 will be utilized to equip the new vehicle with emergency lighting controls, sirens, and miscellaneous equipment.

This unplanned cost will be incurred, due to a traffic accident involving a patrol vehicle. The patrol sustained sufficient damage to be declared a total loss by IRMA, the Village's insurance provider. The purchase was not anticipated or budgeted, therefore, a budget amendment to cover the cost of this vehicle replacement as well as any additional necessary equipment will be forthcoming. Funds in the amount of $19,960 were received as insurance proceeds to offset the expense of replacing this vehicle.

Recommendation
Approval.

Background

The Village is seeking to replace one Police Department patrol vehicle, Unit #45. This vehicle was previously in use as a K9 vehicle, but was involved in a traffic accident and declared a total loss by IRMA. Due to the immediate need, the department has repurposed another patrol to serve the needs of the K9 officer. This replacement vehicle will be equipped and used as an emergency response vehicle, part of the fleet which operates 24 hours per day, 365 days per year and is essential to providing public safety services to the community. In addition, this replacement vehicle will be outfitted to serve the needs of the Village's Crime Scene Investigators. Crime Scene Investigators typically carry extra equipment to carry out their evidence investigation duties.

The Village's Fleet Manager has reviewed specifications for the 2026 Ford F150 Police Responder vehicle offered by Currie Motors of Frankfort, IL under the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative (SPC), Contract #228, and has determined that this vehicle meets the Village's requirements. Staff also explored both electric and hybrid pickup body options for this application and did not find one suitable for not only the police response needs, but also for the needs of the Crime Scene Investigators. The sole hybrid pickup body style option was the Ford F150, which is only offered in a "civilian" package and did not include pursuit-rated safety features and would have to be retro fitted for the department's radio and console equipment.

This purchase is part of the NWMC purchasing program which consistently provides satisfactory pricing and quality vehicles through this vendor. The joint purchasing program policies satisfy State law and the Village's requirements for competitive bidding.

For these reasons, staff is recommending that the Village Board authorize an expenditure in the not-to-exceed amount of $49,832 for the purchase of one 2026 Ford F150 Police Responder vehicle from Currie Motors of Frankfort, IL. Additional funds of approximately $9,200 will also be used to equip the vehicle with emergency lighting controls, sirens, and miscellaneous equipment. To reduce costs, this equipment will be purchased separately, pursuant to this approval. Installation of this equipment will be performed by Village staff mechanics. As this purchase was unplanned, a budget amendment will be forthcoming to cover the cost of this replacement vehicle and equipment.

Staff will be present at the Village Board meeting on December 9th to answer any questions that may arise.

A Resolution Authorizing the Purchase of a Police Department Replacement Vehicle from Currie Motors of Frankfort, IL
Exhibit A - 2026-F-150-Responder-Contract-228-Order-Form

Resolution No. 2025-

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

A Resolution Authorizing the Purchase of a Police Department Replacement Vehicle from Currie Motors of Frankfort, IL

shall be, and is hereby, adopted as follows:

SECTION 1. RECITALS

Police Department staff is seeking to replace Unit #45, which was involved in a traffic accident and deemed a total loss by Illinois Risk Management Association (IRMA), the Village's insurance carrier. The replacement of this vehicle is unbudgeted. Insurance proceeds in the amount of $19,960 were received by the Village and will offset the replacement cost of this vehicle. A budget amendment for this purchase will be forthcoming.

The Village participates in a collective purchasing program that provides the Village with access to prices for vehicles negotiated by the Northwest Municipal Conference Suburban (NWMC) Purchasing Cooperative ("***Cooperative***") (Contract #228). The Village has been consistently satisfied with the price and quality of vehicles provided by Currie Motors of Frankfort, Illinois through the Cooperative. The Village has determined that the Cooperative's purchasing policies satisfy state law and the Village's requirements for competitive bidding.

Based on these factors, Village staff recommends that the Village purchase one 2026 Ford F150 Police Responder vehicle ("***Vehicle***") from Currie Motors of Frankfort, Illinois ("***Vendor***") in the not-to-exceed amount of $49,832. Additional funds in the approximate amount of $9,200 will also be used to purchase equipment for the new vehicle consisting of emergency lighting controls, sirens, and miscellaneous equipment ("***Equipment***"). Installation of the Equipment will be performed by Village staff mechanics.

The President and the Board of Trustees have considered the purchase of the Vehicle and the Equipment and determined that it is in the best interest of the Village and the public.

SECTION 2. APPROVAL OF EXPENDITURES

The Village Manager is hereby authorized and directed to execute and seal all such documents and make such payments as are necessary to complete the procurement of the Vehicle from the Vendor as well as the Equipment.

ATTEST:

Village President

Village Clerk

2026

Ford F150 Responder

Currie Motors Fleet Department

Contract # 228

Starting Price $46,745.00

2026 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions

*****Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation*****

[1]

Model/ Series/ Availability

- 1 Available Rated Model
- 3.5 V6 EcoBoost 4x4 145”WB

Mechanical

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator- 240 amp
- Axle, Front – Independent Front Suspension (IFS)
- Brakes- 4 Wheel Disc with ABS
- Class IV Trailer Hitch (Incl. Smart Trailer Tow Connector, 4-pin/7pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/ Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift Automatic Transmission with Progressive Range Select
- Shock Adsorbers, Gas – Heavy-Duty, Front
- Shock Adsorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front- Coil
- Springs, Rear-Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering- Power, Rack-and-Pinion

Exterior

- Badges- Tailgate
- Bumpers and Fascia, Front- Black
- Bumper, Rear- Black
- Cargo Lamp- Integrated with Center High Mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel Capless Fuel-Filter
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank- Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille- Black Two Bar Style with Black Nostrils and Black Surrounds
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks- Pickup Box Tie-Down, four (4)
- Hooks- Front Tow 4x4, two (2)
- Mirrors, sideview- Manual - folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier-Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate- removable
- Tires- LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing- 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels- 18” Steel Wheel
- Wipers- Intermittent speed

Interior/Comfort

- 1st Row Power Windows
- 2nd Row Power Windows
- 4” Productivity Screen in Instrument Cluster
- 12” Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers- Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Center Consol Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lights
- Gauges and Meters- Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn- Dual-Note
- Illuminated Entery
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V- Front

- Rear Driver-side/Passenger-side Solat Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Door
- Seat, Front
    - Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
    - 8-Way power driver/manual passenger
    - Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear-Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer- Calibrated (includes digital readout)
- Steering Wheel, Black Urethane-Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray- Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- Advance Trac® w/RCS® (Roll Stability Contril)
- Airbags
- Autolock
- Door Lock Cylinders (Front Drive/ Passenger door)
- Fixed LED Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Seat Belts, Active Restraint System (ARS. Three-point Manual Lap/Shoulder Belts with Heights Adjusters, Pretensioners & Autolock Features for Child Seats
- SOS Post- Crash Alert System™
- Simple Fleet Key- (Inner-milled, w/o microchip, easy to replace;4-keys)
- Pre-Collision Assistant with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Tire Pressure Monitoring System (TPMS)

Driver Assist Technology

- Autolamp- Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Hill Start Assist
- SYNC®4

Functional

- AM/FM Stereo- 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80-amp battery ground circuit
- Police Engine Idle
- UIS (Upfitter Interface System)

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRANTY

☐ 3 Year/ 36,000 Miles Bumper/Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

☐ 5-Year/ 100,000- mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

2026 Ford F-150

Options Price List

Model		
☑	W1P-Supercrew (XL) 4x4 145.0 in Wheelbase, 5.5’ BOX	$46,745.00
Transmission		
☑	44G- 10-Speed Automatic Transmission	N/C
Engine		
☑	998- 3.5L EcoBoost	STD
Axle		
☑	XL3- E-Locking 3.31 Axle	STD
Wheels		
☐	64H- 18” Aluminum Wheels	$442.00
Other Options		
☐	168- Carpet with Carpeted Matching Floor Mats	$137.00
	(Optional: Packaged with 19A)	
☑	435- Power- Sliding Rear- Window (requires 924)	STD
☐	595- Fog Lamps	$418.00
☑	924- Rear Privacy Glass with Defrost	$132.00
☐	942- Daytime Running Lamps	$41.00
☐	17C- Front/Rear Chrome Bumpers	$164.00
	(Requires 595 Fog Lamps)	
☐	18B- Running Boards, Black Platform	$232.00
☑	41A- Badge Delete	$0.00
☐	41H- Engine Block Heater	$173.00
☐	47R- Floor Liner- Tray Style(requires 19A or 168)	$182.00
☐	54R- Dual Power Glass/Manual Folding Mirrors	$368.00

	With Heat/Turn signals Requires Spotlight Prep 59c or 59D or Spotlight 59E,59F/59G/59J or 59S	
☐	54Y- Manually Telescoping/Power Glass	$360.00
	/Manual Folding Trailer Mirrors Requires 59S and 924	
☐	59S- Super Puddle (Led Puddle/Side Mirror Light)	$269.00
	Requires Option-54R **Not Directional Police Lamps** Not Available with Spotlight prep Kits 59C/59D Not Available with Spotlight 59E,59F,59G,or 59J	
☐	19A- Interior Upgrade Package	$555.00
	• (Floor Console without shifter, Maintains	
	Column Shifter,	
	• Color-coordinated Carpet with matching carpet floor mats • Cloth HD Police Grade seats, front/rear • Front Console Plate Delete	
☑	61P- Power Passenger Seat (8-Way Adj)	$273.00
☐	D I O Bed Extension Kit	$938.00
☐	DIO- Ash Cup w/Coin Holder	$50.00
☐	52C Grille Lights	$660.00
☐	53B Rear Lower Tailgate Lights	$433.00
☐	68A Grille and Rear Lower Tailgate Lights	$1,064.00
☑	68B Grille, Rear Lower Tailgate, Front Aux.Lights	$1,593.00
☐	Keyed Alike – Unique to Responder Only _____	$46.00
☑	67P- Remote Keyless- Entry Key Fob	$319.00
	W/O Key Pad Key Fobs are NOT Fobbed Alike when ordering Keyed Alike	
☐	67T- Integrated Trailer Brake Control	$255.00
☑	76R- Reverse Sensing System	STD
☐	85H- Back Up Alarm System	$200.00
☐	96L- Rear Wheel Arch Liner	$164.00
☑	153- Front License Plate Bracket	N/C
☐	59C- Spot Lamp Prep Kit,Driver Only	$132.00
☐	59D- Spot Lamp Prep Kit,Dual Driver and Passenger	$260.00
☐	59E- Driver LED Spot Light (Unity)	$368.00
☐	59G- Driver/Passenger LED Spotlights (Unity)	$719.00
☑	59F- Driver LED Spotlight (Whelen)	$392.00
☐	59J- Driver/ Passenger LED Spotlight (Whelen)	$801.00
☐	17R- 2nd Row Door Controls Inoperable	$200.00
	(Handles, Locks, Windows)/Closeout Panel	
☐	60R- Rear Console Plate	$54.00
	(NA with Interior Upgrade Package (19A)	

☐	60F- Front Console Mounting Plate (RCM Cover Installed at KCAP)	$0.00

COLOR AND TRIM

Exterior

☑	UM- Agate Black Metallic	N/C
☐	M7- Carbonized Gray Metallic	N/C
☐	HX- Antimatter Blue Metallic	N/C
☐	B3- Atlas Blue Metallic	N/C
☐	JS- Iconic Silver Metallic	N/C
☐	YZ- Oxford White	N/C
☐	GR- Green	N/C
☐	MB- Orange	N/C
☐	B1- School Bus Yellow	N/C
☐	E4- Vermillion Red	N/C
☐	AT- Yellow	N/c

Interior

☑	PB- Black w/HD-Police-Grade Cloth 40/Blank-40 (Front Seats)	N/C
☐	XB- Black w/HD- Police- Grade Cloth 40/Console/40- Front Seats	N/C

WARRANTIES

☐	3 year/ 100,000 miles Premium Care -	$2,765.00
☐	5 year/ 100,000 miles Premium Care-	$2,870.00
☐	3 year/ 100,000 miles Extra Care -	$2,430.00
☐	5 year/ 100,000 miles Extra Care -	$2,520.00
☐	5 year/ 125,000 miles Power Train Care -	$2,575.00
☐	6 year/ 125,000 miles Power Train Care -	$2,650.00

Miscellaneous Options

☐	Rustproofing (Does Not Undercoating)	$395.00
☐	4-Corner LED Amber Strobes	$1,595.0
☑	License and Title – Municipal (MP Plates require signed letter from Chief)	0 $203.00
☐	Certificate of Origin (Client to Complete Licensing)	N/C
☑	Delivery over 65 Miles from:	$175.00
☐	Passenger Title and Plates	$395.00

Title Name Village of Northbrook :

Title Address 1225 Cedar Lane :

Title City Northbrook :

Title Zip Code 60062 :

Contact Name Jason Metler Fleet Manager :

Phone Number 847-664-4130 :

PO Number :

FIN Code QD663 :

Tax Exempt Number E99981416 :

Total Dollar Amount $49,832 :

Delivery Address 1227 Cedar Lane Northbrook, IL :

***Orders Require a Signed Original Purchase Order and Tax-Exempt Letter**

Submitted to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort IL 60423

Nic Cortellini

Phone: (815)464-9200

ncortellini@curriemotors.com

Tom Sullivan

Phone: (815)412-3227

tsullivan@curriemotors.co

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*******Production begins January 2026 and is limited by supply chain constraints*******

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Fire Chief David Schweihs
Date: 2025-12-09
Subject: A Resolution Approving an Agreement with EMS Management & Consultants, Inc. for Fire Department Ambulance Billing Services

Overview
The Fire Department provides ambulance transportation services within the Village and Rural Fire Protection District. These services are billed pursuant to the Municipal Code related to the cost associated with providing this service.

Fiscal Impact
The Village currently provides ambulance billing services in-house as a primary job duty of an Administrative Clerk in the Fire Department. With the pending retirement of this individual in FY26, the recommendation is to outsource outsourcing ambulance billing. The timing of this recommended contractual agreement will provide for some transition and position will not be backfilled prior to a review as part of the FY27 budget process of whether a part-time Administrative Clerk position is still needed for other current job duties performed by the Administrative Clerk.

The recommended agreement provides compensation to the contractor at 4% of total revenue collected, with 0% fee on Ground Emergency Medical Transportation (GEMT) program collections. As an example, in FY 2025, the estimated amount would have been $107,750 which is roughly equivalent to total compensation (wages plus benefits) budgeted in the Fire Department for the full-time position.

Recommendation
Approval.

Background

In accordance with the Municipal Code, the Village's Fire Department is responsible for maintaining and providing ambulance service within the Village and the jurisdictional boundaries of the Northbrook Rural Fire Protection District. The Village charges fees for ambulance services in accordance with the Annual Fee Ordinance passed by the Village Board of Trustees. Since 1993, the Fire Department has performed all ambulance billing services internally utilizing administrative staff within the Fire Department. Over the past 17

years, this function has been assigned to a full-time Administrative Clerk who is retiring next year. With this consideration and the fact that the current clearinghouse provider and software application used for ambulance billing will no longer be available after January 31, 2026, staff began the process to review and consider outsourcing ambulance billing earlier this year. Outsourcing is the more common approach to ambulance billing in suburban communities.

In October 2025, the Fire Department solicited vendor proposals to provide ambulance billing services through a Request for Proposal (RFP) process. Five ambulance billing vendors submitted proposals, and staff conducted a detailed review of each proposal to determine which vendor is most closely meets the needs of the Village.

Based on this evaluation, EMS Management & Consultants (EMS/MC) is the recommended provider for ambulance billing. EMS/MC is a nationwide EMS billing company that has been in business for 30 years and has over 1500 clients. With Midwest headquarters located in Arlington Heights, EMS/MC offers a strong local presence in Illinois. The vendor is a member of the Illinois Fire Chiefs Association (IFCA) and the Illinois Association of Fire Protection Districts (IAFPD) and monitors all Illinois legislation that impacts EMS reimbursement. EMS/MC provides services for 210 Illinois clients which are the most agencies served in Illinois among the five vendor proposals. Furthermore, EMS/MC provides services for 77 Cook County and Lake County agencies. Some neighboring and surrounding fire departments include Glenview, Wilmette, Winnetka, Skokie, Park Ridge and Evanston. These agencies reported to Village staff that they were highly satisfied with EMS/MC as their vendor. EMS/MC currently maintains relationships with all key hospitals within the Village's ambulance transport network, allowing patient demographics and billing information to be exchanged directly from the hospital to the vendor. EMC/MC's billing software integrates seamlessly with our current Records Management System (RMS) software, ImageTrend, ensuring a smooth exchange of patient information to the vendor, and the return of real-time data back to the Village. Of the five vendor proposals, there is a billing rate range from 3.25% to 6.45%. EMS/MC's proposed billing rate is 4% and provides a 0% fee on all Ground Emergency Medical Transport (GEMT) collections.

Based upon this information, Fire Department staff recommend the Village Board approve an ambulance billing contract with EMS/MC. Staff will be present at the December 9, 2025 Village Board meeting to answer any questions.

A Resolution Approving an Agreement with EMS Management and Consultants
Exhibit A - Agreement with EMS-MC
Supplemental Info - EMS-MC Proposal

Resolution 2025-

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

A Resolution Approving an Agreement with EMS Management & Consultants, Inc. for Fire Department Ambulance Billing Services

Section 1. RECITALS.

In accordance with the Village Municipal Code, the Village Fire Department is responsible for maintaining and providing ambulance service within the Village and the jurisdictional boundaries of the Northbrook Rural Fire Protection District. The Village charges fees for ambulance services in accordance with the annual fee ordinance passed by the Village Board of Trustees. Since 1993, the Fire Department has performed all ambulance billing services internally utilizing Fire Department administrative staff. Due to an upcoming administrative staff retirement and cessation of the current clearinghouse provider and ambulance billing software application used by the Village, moving forward it is necessary to outsource the Village's ambulance billing services.

In October 2025, the Fire Department solicited vendor proposals to provide ambulance billing services through a Request for Proposal (RFP) process. The Village received five proposals in response to the RFP. Of the five proposals, Fire Department staff recommend EMS Management & Consultants, Inc. ("***Vendor***") to provide ambulance billing services for the Village.

The Vendor has been in business for 30 years with over 1,500 clients, 210 of which are in Illinois including Glenview, Wilmette, Winnetka, Skokie, Park Ridge and Evanston. The Vendor maintains relationships with all key hospitals within the Village's ambulance transport network allowing patient demographics and billing information to be exchanged directly from the hospital to the Vendor. Further, the Vendor's billing software integrates with the Fire Department's Records Management System (RMS) software application, ensuring a smooth transition and exchange of patient information to and from the Vendor.

Staff recommend entering into an agreement with the Vendor to provide Fire Department ambulance billing services beginning January 1, 2026, and ending December 31, 2029 ("***Agreement***"). The Agreement may be renewed for subsequent one-year terms upon mutual agreement of the parties.

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

Section 2. APPROVAL OF AGREEMENT.

The Agreement by and between the Village and Vendor shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A*** and in a final form approved by the Village Manager and Village Attorney.

Section 3. EXECUTION OF AGREEMENT.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of a copy fully executed by the Vendor. If a fully executed copy of the Agreement is not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. EFFECTIVE DATE.

The approval of this Resolution shall be in full force and effect following its passage by the Board of Trustees in the manner provided by law.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST:

/s/

Village President

/s/

Village Clerk

Docusign Envelope ID: 32F9004C-BC4D-4626-A288-BC78E1D6660B

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF NORTHBROOK, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

Docusign Envelope ID: 32F9004C-BC4D-4626-A288-BC78E1D6660B

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay the full outstanding balance. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

Docusign Envelope ID: 32F9004C-BC4D-4626-A288-BC78E1D6660B

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, following notice to Client of this determination, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials,

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refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional necessary information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

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vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

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k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of the Agreement by either party; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in

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the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, EMS|MC will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid within 30 days of the day on which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

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a. This Agreement shall be effective commencing on January 1, 2026, and shall thereafter continue through December 31, 2029, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), upon mutual agreement of the parties. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination:**

i. **Termination for Convenience**: Following the Initial Term, either party may terminate this Agreement for any reason upon 180 days' written notice to the other party.

ii. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement for six consecutive months;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will

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otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of termination.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage. This section shall not preclude Client from charging different fees for ambulance services to residents and non-residents as allowed by law.

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d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

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10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities

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permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission

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of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; (ii) one (1) year after the date upon which Client discovered, or reasonably should have discovered, the facts giving rise to an alleged claim; or (iii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

h. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct ("*Indemnified Claim*"). Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the Indemnified Claim; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not

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agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

i. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Chicago, Illinois, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Northern District of Illinois or in any other court having jurisdiction.

j. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

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b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attn: Village Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Il 60654
Attn: Steven Elrod

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

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Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

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Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	Village of Northbrook
By: Signed by: Jay Gyure D4654ABACD10486...	By: _____
Print Name: Jay Gyure	Print Name: _____
Title: Chief Financial Officer	Title: _____
Date: 12/5/2025	Date: _____

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Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable trip volume: 4042

2. Payor mix:

    a. Medicare – 3047
    b. Medicaid – 353
    c. Insurance – 623
    d. Self Pay – 19

3. Run mix: Unknown
    a. ALS Emergency –
    b. BLS Emergency –
    c. ALS Non-Emergency –
    d. BLS Non-Emergency –
    e. ALS 2 –
    f. TNT –

4. Average Loaded mileage: Unknown

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Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2025, by and between the Village of Northbrook, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

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or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

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1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

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given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

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1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

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b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than fourteen (14) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the fourteen (14)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

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b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VI(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

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c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Addendum on behalf of the party on whose behalf this Addendum is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**Village of Northbrook**
By: Signed by: Jay Gyure D4654ABACD10486...	By: _____
Print: Jay Gyure	Print: _____
Title: Chief Financial Officer	Title: _____
Date: 12/5/2025	Date: _____

EMS|MC

November 5, 2025

Deputy Fire Chief Matthew Vanderweel
Northbrook Fire Department
Village of Northbrook
740 Dundee Road
Northbrook, IL 60062
RE: Ambulance Billing Services

Dear Deputy Chief Vanderweel,

On behalf of EMS Management & Consultants (EMS|MC), thank you for the opportunity to propose Ambulance Billing Services for the Village of Northbrook. We understand the Village's priorities–maintaining exceptional resident-first service –and we are confident our Illinois-honed approach, POD Client Success model, and policy expertise in MIH, GEMT, and evolving legislation make us the right partner for Northbrook beginning January 1, 2026.

Proven Illinois expertise. Our team serves over **210** Illinois EMS agencies across the state's diverse payer mix, fee ordinances, and municipal governance structures. That depth translates into faster, cleaner claims, precise resident/non-resident reporting, and practical playbooks for issues like lift assists, special service fees, and local balance-billing rules–areas specifically referenced in your code and scope.

A POD Client Success team built for accountability. You'll have a dedicated POD–your day-to-day Client Success Executive (CSE), reimbursement analyst, operations lead, compliance specialist, and deployment manager–measured on your outcomes: cash-per-transport, denial prevention, timely close, and patient experience. The POD model ensures continuity with in-house standards while giving you named experts who live your metrics and meet with you routinely.

Seamless ImageTrend integration and complete transparency. Northbrook uses ImageTrend, and we are working together to build a bi-directional data exchange with ImageTrend. We will meet your requirement to utilize billing and data systems compatible with ImageTrend, and we'll stand up an online payment portal linked from the Village website. Through our EMSight™ client portal, you'll have 24/7 access to run-to-bill reconciliation, payments, AR aging, and custom resident/non-resident views that align with your reporting requirements.

MIH, GEMT, and legislation–real-time guidance. You asked for a partner with a pulse on policy. Our compliance team actively monitors Illinois ambulance billing legislation, balance-billing rules, and MIH developments and turns them into clear guidance and templates for your team. We support ambulance cost reporting practices that align with your municipal code provisions (including annual cost report alignment for fees), and we assist with federal and state reimbursement initiatives such as GEMT.

Ground-level familiarity with your environment. We already maintain relationships with Northbrook's key receiving facilities (Endeavor Health Glenbrook & Highland Park, Endeavor Health Evanston, Advocate Lutheran General), which helps streamline eligibility, documentation follow-up, and payer routing. Local references– North Shore communities, including Winnetka, Evanston, Skokie–underscore our familiarity with your neighboring markets and expectations.

How we will deliver value

- **Accelerate cash flow & protect compliance.** We will bill within your required timeframes, pursue missing data before claim submission, and manage denials/resubmissions aggressively while adhering to HIPAA and federal/state requirements.
- **Meet your scope–exactly.** From seven-business-day invoice timing and three-business-day electronic submissions (when info is available) to forwarding accounts at 120 days pursuant to your process, our SOPs map cleanly to your RFP's service requirements.
- **Support fee policy & special services.** We will provide reporting and documentation that align with Northbrook's fee ordinance framework–mileage, transport fees, resident protections, and special services–so leadership has clear, auditable support for board action and annual cost-report alignment.
- **Transition with zero disruption.** Our EMStart™ onboarding methodology covers data migration, payer enrollments/ERA-EFT, lockbox and portal go-lives, testing against ImageTrend, and side-by-side AR wind-down to avoid leakage. We will coordinate closely with your in-house team to deliver a seamless cutover on your timeline.

Call to action & next steps

We'd welcome the chance to walk your team through a tailored EMSight™ demo–showing live examples of resident/non-resident financials, run-to-bill reconciliation, and your required monthly package–and to review a transition plan that aligns with the Village's needs.

Thank you for considering EMS|MC. We're enthusiastic about partnering with Northbrook to sustain excellent patient care, strengthen collections, and provide the transparency your residents expect. Please contact me directly to schedule the demo or to discuss any aspect of our proposal.

Kristen Scully, Business Development Manager
847.217.4863 | kristen.scully@emsmc.com

Notice

This proposal, including our management fee, is all-inclusive and valid for 120 days from November 5th, 2025.

Furthermore, George Abatjoglou, Chief Executive Officer, is authorized to make representations and act as a signatory on behalf of EMS Management & Consultants, Inc. (EMS|MC).

George Abatjoglou, Chief Executive Officer
2540 Empire Drive; Suite 100 | Winston-Salem, NC 27103
Phone 336-701-0981 | Email george.abatjoglou@emsmc.com

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Executive Summary

www.emsmc.com

Executive Summary

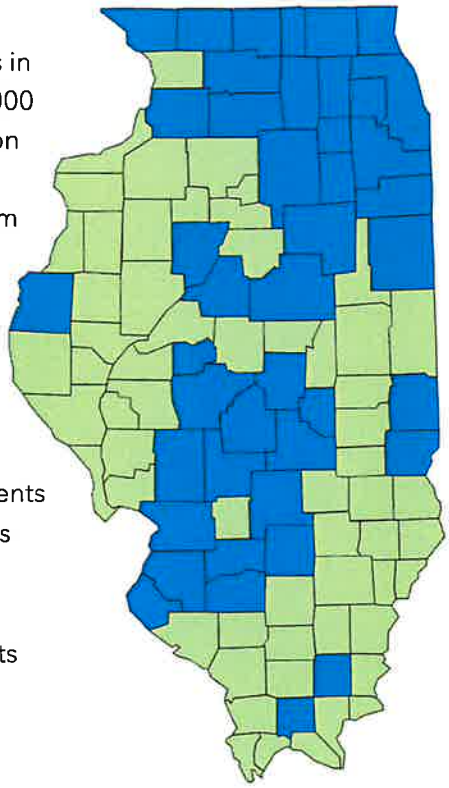
Before the mid-1990s, EMS agencies heavily relied on paper-based reports and communications. By the mid-1990s, ePCR (Electronic Patient Care Reporting) was a relatively new concept in the industry. For any agency that could afford to onboard an ePCR system, it led to significant improvements in patient care. Unfortunately, after dozens of conversations with EMS agencies, our founder quickly recognized that most agencies didn't have the funds to access such a game-changing tool. These agencies were struggling with obtaining reimbursements and were instead reliant on taxpayer funds.

Armed with this knowledge, our founder made it his mission to help EMS agencies Answer the Call by increasing reimbursements. Thus, EMS|MC was born in 1996 to provide revenue cycle management (RCM) services to EMS agencies.

Every year since our founding, we've strategically invested in more ways to help our clients Answer the Call. This includes focusing on compliance in billing, prioritizing data security, enhancing our reporting capabilities with advanced technologies, strategically partnering with industry-recognized leaders, and tactically collaborating with them on operational improvements and reimbursement initiatives, among other key objectives.

EMS|MC Knows Illinois

Serving over 210 clients across 43 counties, including 77 clients in Cook and Lake Counties with a total combined volume of 176,000 billable transports, and with a Midwest headquarters in Arlington Heights, EMS|MC truly understands the unique challenges that EMS agencies face in Illinois. Rest assured; our Compliance team monitors all Illinois legislation that impacts EMS reimbursement. We will keep the Village compliant and help the Village implement billing processes to remain up to date with current laws and legislation:



- SB3599 MIH IL legislation and program requirements
- HB2785 IL Balance Billing Act regulations and requirements
- HB2336 Lift Assist legislation adoption and requirements
- IL specific GEMT cost reporting requirements
- Members of Illinois Fire Chiefs Association
- Members of Illinois Association of Fire Protection Districts

We Commit to Continuous Improvement through Tracked Metrics

As your partner, we hold ourselves accountable to high performance standards. With nearly thirty years of EMS billing experience for more than 1,500 clients, we've identified several standard service level agreements (SLAs) that we recommend putting into place for the Village, including, and not limited to:

Accounts Receivable (A/R) Aging – Defined as the balance due from all payers measured from the date of transport, we target 30 percent or less of total A/R over ninety days from the date of transport.

Controllable Claims Denial Rate – Defined as the percentage of claims denied upon initial submission due to controllable issues (e.g., billing errors, missing documentation, provider information, or timely filing), EMS|MC targets that 15 percent or less of the total claims submitted result in a controllable denial.

Billing Turnaround Time – Defined as the time from receipt of a completed transport (one that includes all necessary billing documentation, such as a signed ePCR and primary payer details) to submitting the claim to the primary payer. We aim to have this done within three business days of receipt of a completed transport.

It is important to note that EMS|MC looks forward to collaborating with the Village of Northbrook to determine SLAs for your specific goals.

Advanced Technology and Reporting Provide Insight for the Village of Northbrook

In recent years, we've enhanced our reporting offerings to continue to add value to our clients' needs while improving our performance. When partnering with EMS|MC, the Village of Northbrook gains access to our proprietary **Payment Summary** dashboards in **EMSight™**, which include daily deposits, credit card payments, direct-to-client payments, EFT (Electronic Funds Transfer) payments, patient ACH (Automated Clearing House) payments, and more, including posted payments, prior period adjustments, refunds, and net collections.

To view our sample reports and client dashboard, please refer to the Appendix.

We Prioritize Data Security

EMS|MC is unwavering in its commitment to data security and operational continuity. Our comprehensive cybersecurity framework encompasses end-to-end encryption, secure file transfer protocol (FTP) channels, multi-factor authentication (MFA), continuous vulnerability assessments, and a dedicated Security Officer responsible for ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the National Institute of Standards and Technology (NIST) 800-53 guidelines. Additionally, **EMS|MC is SOC 2 Type 2 certified.**

What is SOC 2?

Developed by the American Institute of Certified Public Accountants (AICPA), SOC 2 defines criteria for managing customer data based on five trust service principles: security, availability, processing integrity, confidentiality, and privacy.

We undergo annual SOC 2 Type 2 attestations. System and Organization Controls (SOC) for Service Organizations are internal control reports intended to assess the risk to our clients associated with our services. SOC 2 Type 2 attestation is performed under:

- SSAE No. 18, Attestation Standards: Clarification and Recodification, which includes AT-C section 105, *Concepts Common to All Attestation Engagements*, and AT-C section 205, *Examination Engagements* (AICPA, Professional Standards).
- SOC 2 Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (AICPA Guide).
- TSP section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, 2017 Trust Services Criteria).

EMS|MC pursued our SOC 2 Type 2 certification to establish trust with clients like the Village of Northbrook. This rigorous process reinforces our commitment to data protection and process integrity.

Added Level of Security for Business Continuity: Multiple Clearinghouses

EMS|MC recognizes that the cybersecurity landscape is constantly evolving and that healthcare data remains a prime target for malicious actors. In this environment, we have implemented layered safeguards to ensure not only the integrity of protected health information (PHI) but also the continuity of essential billing operations for our clients in the event of a disruption or breach.

As part of this framework, EMS|MC utilizes multiple clearinghouses to provide redundancy and resilience. The Village will have a primary and a secondary clearinghouse as part of our comprehensive disaster recovery plan. This dual-clearinghouse model mitigates risk and ensures uninterrupted claim submission and processing–even if one system experiences downtime or a security event.

This approach reflects EMS|MC's commitment to proactive cybersecurity, regulatory compliance, and operational continuity–ensuring that the Village's revenue cycle remains protected and functional under all circumstances.

We Focus on Compliance to Improve Billing Processes for the Village

Complying with local, state, and federal laws is essential for maximizing reimbursement while ensuring the accuracy of records in the event of an audit. There is no better partner in your corner to help navigate the complexities and changes in this unique landscape of EMS billing. We have a tremendous track record of upholding our work. As experts in EMS billing, we stand behind our coding decisions and, if necessary, are prepared to defend them to the highest level of appeal with an Administrative Law Judge (ALJ).

We fill in the blanks. We understand that obtaining critical patient information during a call isn't always possible for your paramedics. As such, our team works diligently to obtain any missing information in the PCRs (patient care reports) your team uploads.

While EMS|MC is prepared to obtain any missing information from PCRs, as an added benefit to the Village of Northbrook, we offer **Crew Analysis®**, our proprietary tool that provides insight into how crew members are documenting specific data points on their PCRs, including patient signatures, phone numbers, insurance information, social security numbers, and more.

Strategic Acquisitions Add Value to the Village

PWW|AG

EMS|MC's consulting division, **PWW|AG**, has elevated our billing processes by developing our New Hire Training and External Client Documentation Education programs – both of which are certified through the National Assessment and Accreditation Council (NAAC)! Additionally, our internal billing and coding experts are all certified through NAAC, and they maintain their certifications through annual, ongoing education requirements.

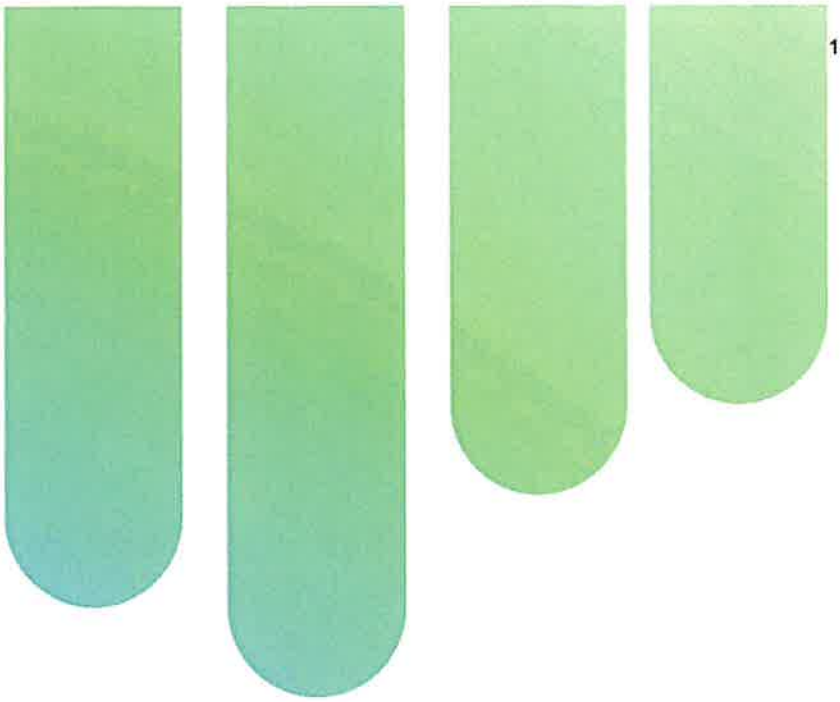
Strategic Partnerships Benefit the Village of Northbrook

EMS|MC has formed strategic partnerships with industry leaders, ImageTrend to bring the Village truly unique dashboards that identify operational improvements and increase Medicaid reimbursements.

We've partnered with **ImageTrend** to provide the **First-Ever, Near Real-Time Dashboard** that combines clinical and data billing into a single view. This unique dashboard empowers the Village to make operational improvements beyond the cost of delivery – with our partnership, you can factor in net revenue realization, as well as key metrics like agency type, geography, and call volume to understand your agency's performance and areas for improvement.

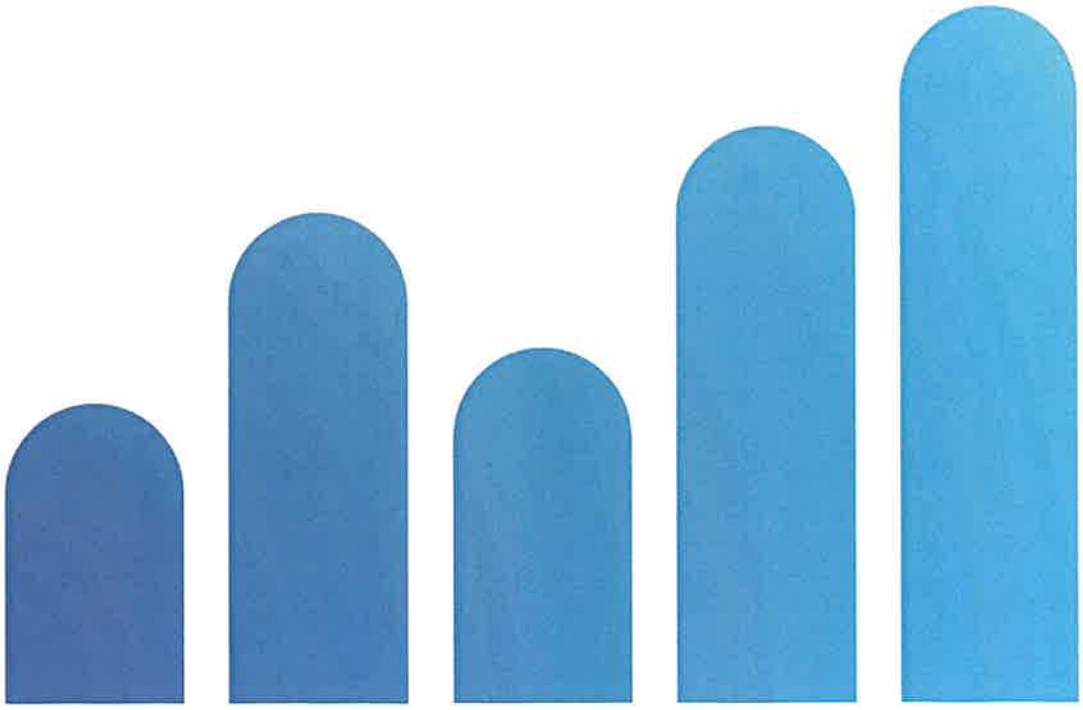
ImageTrend

By focusing on performance metrics, performance guarantees, data security, compliance, investing in technology and reporting capabilities, and forming strategic partnerships, EMS|MC continues to raise the bar, helping clients like the Village of Northbrook Answer the Call for the communities they support.



Approach

www.emsmc.com



Service Requirements

EMS|MC will meet & exceed the needs of the Village of Northbrook as laid out in your Service Requirements. **EMS|MC offers a customized "best practice" approach to each client at an all-inclusive rate. Our emphasis on technology & applications, based on client needs, helps us deliver the highest quality of service and performance so that your team can compassionately provide critical medical care to your community.**

Scope of Work	EMS|MC Complies
A. Vendor must provide all personnel, materials, and services needed to perform ambulance billing services.	Yes
B. Vendor must ensure that all required documentation and agreements with payers are properly filed and maintained.	Yes
C. Vendor must obtain pre-approval from the Village for all forms used in the execution of the Services.	Yes
D. Vendor will be responsible for reviewing, preparing and mailing invoices upon receipt of ambulance report data to the patient within seven business days or submitting a claim to payer if insurance information is readily available. This mailing must include all necessary forms for payment processing, a copy of the Customer Satisfaction Survey, along with a return envelope. Upon receipt of patient claim information, if required, electronically submitting Medicare, Medicaid, and insurance claims within three business days. Manual submission of claims is acceptable only if electronic submission is not available.	Yes
E. Vendor is responsible for ensuring proper security and confidentiality of patien information and records, including, without limitation, executing a busine associate agreement as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA). Vendor must comply with all HIPAA rules and regulations.	Yes
F. Vendor is responsible for providing all labor, materials, and technology necessary to obtain missing patient information from all available sources prior to issuing insurance claims or direct patient billing.	Yes

G. Vendor is responsible for utilizing current diagnostic coding to ensure compliance with federal, state, and local regulations.	Yes
H.Vendor shall assist the Village, upon request, in providing data and completing applications for any federal, state, or local project reimbursement or alternate funding sources.	Yes
I. Vendor is responsible for resubmitting or resolving denied or disallowed claims.	Yes
J.Vendor is responsible for accepting patient billing inquires and complaints during regular business hours.	Yes
K. Vendor is responsible for providing the tracking of submitted claims to ensure timely payments.	Yes
L.Vendor must provide monthly statements to allow patients to be aware of outstanding balances.	Yes
M. Vendor must maintain generally accepted accounting procedures for the reconciling of all financial transactions.	Yes
N. Vendor is responsible for facilitating the posting of revenues and providing document(s) related to the transaction with the Village's banking institution.	Yes
O. Vendor is responsible for ensuring that requests for refunds include the patient's payment information along with a detailed explanation of the reason for the request and all information necessary to process a refund request.	Yes
P. Vendor must provide prompt, accurate reporting which shall include the following, as requested: i. Reports shall clearly differentiate between resident and non-resident patients. ii. A detailed report showing each activity that has taken place during the day including receipts, charges, adjustments, and total accounts receivable. iii. This report should note exceptions where a different, approved amount is being charged instead of the standard amount(s). iv.	Yes

A report showing all transactions that affect the General Ledger. This report shall be available in either detail or summary form. v. Prompt, accurate monthly reporting which shall include the gross charges billed for the month minus contractual allowances, write-offs (abatement, dismissals, bankruptcies and settlements), refunds, payments and indigence cost of care rolling up to the net ending accounts receivable balance due. Include on this report the number of trips per month, number of patients per month, gross charges per trip, cash collected per trip and net collection percentage per trip. Accounts are closed out by the second week of the month and custom reports generated the following week unless otherwise specified. Prepare a financial summary showing "period to date" and "year to date" totals for charges, receipts, adjustments, net accounts receivable, total accounts, receivable and collection percentage, and aging reports. vi. Forwarding monthly reports, including account status, to the Village's collection agency. vii. All reports necessary to reconcile bills generated with PCRs created.	
Q. Vendor must utilize billing and data systems compatible with the Village's EMS software - ImageTrend.	Yes
R. Vendor must provide an online payment portal, linked to Village of Northbrook website, for patient payments payable by credit card.	Yes
S. Vendor is responsible for ensuring that all data collection, reporting, and billing methods comply with all current State, Federal and local regulations.	Yes
T. Vendor is responsible for forwarding all bills with no payment activity at 120 days to the Village's collection agency in a mutually agreed data format. If a payment plan has been established with the patient that exceeds 120 days for non-insurance bills, and it is being met, the account will not be turned over to the collection agency.	Yes
U. Vendor must provide online access to information and hard copy reports as required by the Village, including, without limitation: i. Run tickets received/billed. ii. Payments received.	Yes

iii. Outstanding balances. iv. Adjustments and refunds. v. Aging of open accounts. vi. Accounts forwarded to Village's collection agency. vii. Status of all accounts.	
V. Vendor must provide regular updates and on-going training on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.	Yes
W. Vendor must provide their "Red Flag" plan and all updates throughout the term of the contract.	Yes
X. Vendor is responsible for identifying the most critical issues that must be satisfactorily addressed to assure the Services will be successfully transitioned. The proposing company shall be prepared to work with the Village's existing medical billing service to allow for a seamless transition of service.	Yes

Detailed Approach

Upon notice to proceed, EMS|MC expects to collaborate with the Village of Northbrook to define a mutually beneficial contract for our new partnership. Once the contract is signed, we follow a comprehensive, six-step process to implement your new EMS billing program.

Please see the following page for details on what happens within each step.

Step 1 | Initiation | Days 0-7

Kick-off meeting occurs between the Village of Northbrook and EMS|MC

the Village of Northbrook completes our new customer questionnaire

We walk through our new customer checklist

We review the project plan

We finalize the communication plan

Step 2 | Analysis | Days 8-14

EMS|MC reviews the customer questionnaire and the Village's documentation

Step 3 | Configuration | Days 15-40

ePCR access and configuration occur

EMS|MC sets up the IT and billing systems

We complete payor enrollments

We walk through the Village's specifications

We complete the deposit methods

EMS|MC finalizes collections, wage garnishment, reconciliation, and reporting requirements

Step 4 | Testing and Training | Days 41-59

EMScholar

ePCR import tests

We conduct internal training on the Village's specifications

Step 5 | Go-live | Day 60

KPIs and metric assurance occur

Step 6 | Sustainability | 121-plus Days

EMS|MC hands the program off to our Customer Success Team

We provide ongoing support and training

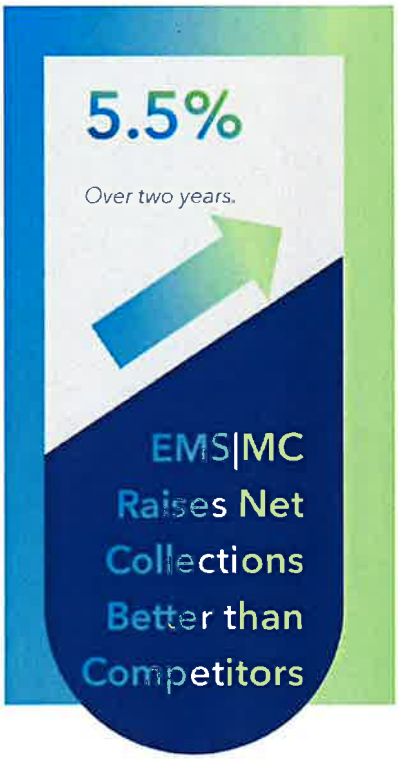
We conduct monthly business reviews, as well as quarterly onsite reviews

We offer ongoing support for EMScholar

EMSmart™ Improves Collections for the Village of Northbrook

With expertise in EMS billing services dating back to 1996, and more than 1,500 clients who trusted us to bill over 5.7 million claims in 2024, we are confident that our comprehensive claims management process combines the best technology and automation with the human touch to increase approved claims for clients like the Village of Northbrook.

EMSmart™, our proprietary intelligent billing platform, is a rules-based processing engine that combines the best of human expertise with automation to provide EMS agencies like the Village of Northbrook with unmatched claim rates and cash-per-trip results. When partnering with EMS|MC, our clients see an increase in net collections. This means our clients are better positioned to **Answer the Call** for the communities they serve.



EMS|MC is the industry leader in providing HIPAA-compliant RCM that delivers optimized collections to our clients nationwide. In fact, we've increased collections for mature trips by an average of 5.5 percent compared to our competitors.

While we aim to verify all PCRs and submit claims to the payor within seventy-two hours, we're proud to share with the Village that, on average, we submit claims within twenty-four hours!

EMS|MC's Three-step Billing Process

Step 1 | PCRs are Imported via ImageTrend

Our claims coding and billing process for all payors begins by importing PCRs. To provide reconciliation for the Village of Northbrook, and for accurate reporting with reduced human error and denied claims, our Data Management Team partners with all ePCR tools, including ImageTrend, a recognized leader in ePCR software and a top-tier partner to EMS|MC. We also provide the Village of Northbrook with an import confirmation report to verify we've received your PCR.

EMS|MC and ImageTrend | Our Unique Partnership Benefits the Village of Northbrook

As of April 2025, we processed over 1.9 million claims for over 625 clients through ImageTrend!

As an added benefit to the Village of Northbrook, EMS|MC and ImageTrend have partnered to provide you with the first-ever, near real-time dashboard that combines clinical and data billing into a single view. This unique dashboard empowers the Village of Northbrook to make operational improvements beyond the cost of delivery – with our partnership, you can factor in net revenue realization, as well as key metrics like agency type, geography, and call volume to understand your agency's performance and areas for improvement.

Figure 1: Sample dashboard available through partnership with EMS|MC and ImageTrend.

Step 2 | Automation and the Human Experience Verify Each PCR

Reducing denials and rejections due to billing errors is crucial for increasing reimbursements in the Village of Northbrook. As such, once a claim is imported into **EMS**mart™, our tool completes an automated assessment customized to meet the Village of Northbrook's specific agency requirements (including local and state laws and regulations) and all federal laws. At the same time, our certified coders and billing specialists review every claim to verify accuracy and obtain any missing information across many areas of the billing process, including ICD-10 (International Classification of Diseases) coding compliance, medical necessity determination, level of service determination, priority determination, and more.

Our Billing and Coding Experts are NAAC-certified

EMS|MC's consulting division, PWW|AG, has elevated our billing processes by vetting our New Hire Training and External Client Documentation Education programs - both of which are NAAC-certified! Additionally, our internal billing and coding experts are all certified through NAAC, and they maintain their certifications through annual, ongoing education requirements.

NAAC represents the industry's Gold Standard of Excellence in compliance, ethics, and integrity in all facets of ambulance compliance. They provide premier training and education to ambulance billing, coding, and compliance professionals, as well as field providers, through five certifications: CAC, CADS, CACO, Certified Ambulance Financial Officer (CAFO), and CAPO.

NAAC's industry-specific training provides a solid foundation of critical knowledge that is vital for our billing and coding experts to make decisions that comply with all local, state, and federal laws and regulations, as well as patient confidentiality and HIPAA requirements.

At EMS|MC, we believe it is in the Village of Northbrook's best interest to combine technology, automation, and human expertise to make informed coding decisions and obtain missing information, rather than relying solely on technology.

Obtaining Missing Information from PCRs

We understand that obtaining critical patient information during a call isn't always possible for your paramedics. As such, our team works diligently to obtain any missing information in the PCRs you upload.

Collecting missing information is crucial for increasing reimbursement and improving cash per trip. For example, if a PCR has an EKG (electrocardiogram) missing the interpretation, EMS|MC can only bill for BLS services. However, when the interpretation is included, it can be billed as ALS services, thereby increasing reimbursement for the Village of Northbrook!

Suppose information is missing from the Village of Northbrook's PCRs. In that case, the trip is placed on a dedicated schedule called ACR-RTP (Ambulance Call Report Return to the Provider). Trips on ACR-RTP are immediately flagged to our internal team and available for the Village of Northbrook to view in **EMSight™**, our proprietary, client-facing business intelligence portal.

Placing a trip on ACR-RTP empowers our internal team, as well as the Village of Northbrook's team, to obtain any missing information and proceed with our billing process.

Data Points Commonly Missing from PCRs

EMC|MC locates:

- Pickup or drop-off locations
- Patient demographics (e.g., name, address, phone number, etc.)
- Non-covered transports with a destination of the scene
- Poorly documented or unclear medical necessity
- Missing or non-compliant PCR forms
- Specific items only the Village of Northbrook can provide:
- EKG interpretations
- Unspecified chief complaint or condition for transport
- EMS agency-specific information (e.g., patient membership)

As the Village of Northbrook's team addresses any missing items that only they can provide, EMS|MC's internal team is doing the same. We use multiple tools to verify a patient's contact information, including:

- Running all patients across our **Existing Database of Patients**
- Partnering with our **Trusted Hospital Connections, including Endeavor Health Glenbrook Hospital, Endeavor Health Highland Park Hospital, Advocate Lutheran General Hospital, & Endeavor Health Evanston Hospital**
- Verifying patient contact information through the **National Change of Address (NCOA) Database** to reduce returned mail when sending the patient a Request for Insurance Statement

Endeavor Health

Advocate Lutheran General Hospital

Verifying this information empowers EMS|MC to collect the following information:

Missing Signatures – When a signature is missing, our signature wizard, **EMS**ign, empowers patients or their legal representatives to submit a digital signature online easily. This convenient tool maximizes collections in the Village of Northbrook by streamlining the approval process, allowing us to proceed with billing promptly.

Our customer care team attempts to call the patient to walk them through this process, whether it is done electronically through **EMS**ign or through physical paper invoices that are returned with a signature in ink. Once signed, the document is automatically converted into a PDF file and saved to EMS|MC's document management system.

Missing Insurance Information – We also understand that insurance information may not be available during service. To increase reimbursements for our clients, we've invested heavily in insurance discovery with our proprietary tool, **EMS**urance. This tool verifies patients' primary and secondary (if applicable) insurance information and transitions them from a self-pay account to an insurance account. Ways we use this tool include:

- Mailing a Request for Insurance Statement to the patient
- Calling the patient to verify insurance

To increase visibility and initiate action from the Village of Northbrook on any critical missing items only your team can provide, we provide daily email alerts on ACR-RTPs. This means your team can provide that information promptly, allowing EMS|MS to proceed with the billing process.

Once we obtain all missing information, we audit the claim before submitting it to the payor.

Crew Analysis® | Empowering the Village of Northbrook to Improve Internal Processes

While EMS|MC is prepared to obtain any missing information from PCRs, as an added benefit to the Village of Northbrook, we offer **Crew Analysis®**, our proprietary tool that provides you with insight into how your crew members are documenting specific data points on their PCRs, including patient signatures, phone numbers, insurance information, social security numbers, and more.

Together, we speed up the billing process and maximize collections! By using **Crew Analysis's** Crew Member Trend Chart, you can identify opportunities for ongoing education. By empowering your teams with knowledge of what is required in PCRs, PCRs are more likely to be complete when uploaded into the system, which means our team can proceed with billing by moving through the PCR verification process more quickly and efficiently.

Step 3 | EMS|MC Submits Claims to the Payer and Invoices the Patient

Our goal is to submit your claims as quickly and accurately as possible to ensure prompt revenue recovery from the appropriate payers. On average, this is done in twenty-four hours or less from the time of the PCR import.

Once a claim is submitted to insurance, we expect a timely payment and track that claim until the payment is posted. **Once insurance remits the payment to EMS|MC, we post the payment for the Village of Northbrook within one business day.**

At that point, any remaining balance is invoiced to the patient following the Village of Northbrook's requirements. **When the patient makes a payment, EMS|MC posts the payment for the Village of Northbrook within one business day.**

Insurance may sometimes deny, return, or reject the claim. the Village of Northbrook can rest assured that EMS|MC's comprehensive approach to managing these scenarios means increased collections for you.

We are happy to provide sample invoices to the Village of Northbrook upon request.

Managing Returned Claims

If a payor denies or returns a claim with a request for more information, our team assigns an internal reason code promptly. This coding system empowers us to track internal metrics and identify trends with specific payors, while filling in missing information and preparing for the appeals process.

Appealing and Managing Denied, Rejected, or Open-balance Claims

EMSmart™, our proprietary billing tool, automatically flags any denied or rejected claims, as well as any claims with an open balance that have gone beyond the number of days the payor is required to process the claim. This reporting empowers our team to stay informed and make the necessary adjustments to our processes, avoiding duplication while maintaining exceptional collection performance for the Village of Northbrook.

If a claim is denied or rejected, EMS|MC's appeal process includes a thorough review by one of our highly trained revenue cycle specialists to determine the reason, correct the claim (if possible), and then resubmit the claim to the appropriate payer. As experts in EMS billing, we stand behind our coding decisions and, if necessary, are prepared to defend them to the ALJ. We use all our tools to make sure that money isn't uncollected or unnecessarily written off as bad debt.

If an insurer does not cover a claim, we submit the invoice to the patient according to the Village of Northbrook's collections specifications. At the same time, the patient receives a denial letter explaining benefits directly from their insurance carrier(s).

No Payment Received from Patient

If a patient doesn't pay the remaining balance of their bill, we follow the Village of Northbrook's specific collection requirements.

EMSight™ Provides the Village of Northbrook with Insight into Your Program with EMS|MC

We are prepared to meet the Village of Northbrook's report requirements. To view EMS|MC's sample reports, please refer to the Appendix.

To make life easier for clients like the Village of Northbrook, our experts built **EMSight™** based on direct feedback from our clients. We prioritize transparency and continuous improvements for each client we serve.

As such, our portal gives the Village of Northbrook insight into your program through customized dashboards, real-time data, collaboration and workflow tools, and a robust payment posting module. It also features EMS|MC's standard daily, weekly, and monthly reports and allows the Village of Northbrook to run ad-hoc reports in easy-to-read formats. If ad-hoc reports are needed beyond what the Village of Northbrook can run in **EMSight™**, your dedicated Customer Success Team is prepared to run those reports upon request. **There is no added cost for ad-hoc report requests.**

Reports popular amongst our clients include, and are not limited to:

Reports popular amongst our clients include, and are not limited to:

- Account analysis by month and payor by trip date, and by month by trip date
- Aging report by current payor (by date of service)
- Charge details and charge type details by post- and trip date
- Client demographics (mileage)
- Client import report
- Credit as type summary by deposit-, post-, and trip date
- Payment credit by payor by deposit- and post date
- Payor mix by gross charges by trip date
- Trip detail by primary payor

Furthermore, **EMSight™** is customizable to meet the Village of Northbrook's specific needs, and we are prepared to include additional specifications based on the positions and functions of each person on your team who accesses the tool.

Secure Payments Available to the Village of Northbrook Patients through **EMSecurePay**

To make life easier for your patients while increasing reimbursements, EMS|MC offers our secure, online patient portal, **EMSecurePay**, where patients can make payments on their account. Our tool is automated to calculate payment options for patients by the Village of Northbrook agreed-upon payment terms, including any prompt payment discounts.

An amortization schedule will then be displayed to the patient based on their selected payment plan.

EMSecurePay processes over $5 million in patient payments each month!

Through **EMSecurePay**, your patients can create an account to access their payment history and invoices, as well as review the status of their account, provide additional insurance information, or make a credit card payment using our secure HIPAA-compliant web server. Additionally, our patient-focused Customer Service team is a phone call away to provide step-by-step guidance, as needed.

To make a payment, the patient enters a few key pieces of information from their invoice to **EMSecurePay**. The balance is retrieved in real-time from our billing system and displayed to the patient. The rest of the payment process uses an online checkout wizard where the patient selects to pay one, a few, or all outstanding invoices. They can also set up payment plans and enter their credit card or bank information to pay the invoice. Payments can be made via credit card, ACH, PayPal, or Venmo.

It's important to note that EMS|MC is prepared to make outbound calls for insurance discovery, and that we also send out invoices to meet the Village of Northbrook' preferred cadence (the industry standard is every thirty days up to ninety days from initial invoice).

Payment Summary | Providing the Village with Information on Daily Deposits

When partnering with EMS|MC, the Village gains access to our proprietary **Payment Summary** dashboards in **EMSight™**, which include daily deposits, credit card payments, direct-to-client payments, EFT payments, patient ACH (Automated Clearing House) payments, and more, including posted payments, prior period adjustments, refunds, and net collections.

> **The payment summary is probably my favorite thing. That we're able to see everything live – there's no waiting to find out what you've collected.**
>
> *– EMS Agency Serving Wakulla Village –*

Our Approach to Quality Assurance

Compliance means peace of mind for our clients. By outsourcing your EMS billing needs to EMS|MC, the Village will have that peace of mind. As EMS billing experts, our team is well-versed in the nuances that affect EMS billing in Illinois as well as the US. Our expertise empowers us to:

- Follow all local and federal laws and regulations
- Protect your financial stability by avoiding fines, penalties, and other legal consequences
- Minimize risk of fraud and abuse
- Maintain the integrity of complex healthcare systems
- Reduce claim denials
- Boost timely payments
- Increase reimbursements so EMS agencies can invest in their teams and communities

How do we achieve all of this for our clients?

- We aim to uncover potential compliance issues before submitting a claim. As such, our dedicated Compliance Team conducts pre-billing audits proactively each day.
- We require that all new internal employees be audited for 100 percent of their claims until our clients are satisfied.
- We audit all new clients for 100 percent of their claims for at least the first two weeks of deployment, or until the 96 percent threshold is met. From there, 50 percent of claims are audited for at least another two weeks, or until the 96 percent threshold is met.
- All new employees must pass our internal privacy and security regulations training.

Additionally, we conduct multiple audits throughout the year, including:

- EMS|MC is **SOC 2 Type 2 Certified** – a rarity in our industry. In fact, to the best of our knowledge, we are the only EMS billing provider to be SOC 2 Type 2 certified. This means we undergo annual SOC 2 Type 2 attestations. System and Organization Controls (SOC) for Service Organizations are internal control reports created by the American Institute of Certified Public Accountants (AICPA), intended to assess the risk to our clients associated with our services. SOC 2 Type 2 attestation is performed under:
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- SOC 2 Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (AICPA Guide).
- TSP section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, 2017 Trust Services Criteria).
- EMS|MC pursued our SOC 2 Type 2 certification to establish trust with clients like the Village. This rigorous process reinforces our commitment to data protection and process integrity.
- We are happy to provide our SOC reports to the Village upon request.

- For **Government Payor Audits**, EMS|MC is responsible for submitting comprehensive, accurate documentation when requested. If the audit results in a claims denial, we contest the denial at the highest level of appeal. Further, we represent our clients in Administrative Law Judge (ALJ) and administrative hearings when the claims have been incorrectly denied.
- To verify that our employees can legally provide services on the Village's behalf, we monitor all employees against the **OIG Exclusion Database**. We complete this before onboarding a new employee, as well as each month they are employed with EMS|MC.
- Each year, to verify that our billing systems, accounting records, document management policies, and disaster recovery systems comply with governmental and commercial payors, as well as industry regulations, we participate in **Third-party Compliance Audits** by PWW, a national EMS industry law firm. These audits confirm our compliance with HIPAA, HITECH (Health Information Technology for Economic and Clinical Health Act), and more.
- To verify that the Village's patients are treated with dignity, professionalism, and courtesy while complying with PCI (Payment Card Industry) protocols, we **Randomly Audit 10 Percent of Our Calls** each week. If a mistake is discovered, we will immediately report it to you and develop a plan to correct the error.
- Our approach to quality assurance for the Village doesn't stop with audits. EMS|MC also:
- Partners with **ChartSwap** to quickly and effectively process records requests from attorneys and courts. This HIPAA-compliant universal platform provides visibility to requests for legal representatives and providers.
- Overturns millions of dollars in unwarranted denials from Medicare and Medicaid, we maintain retainer agreements with several law firms to solicit their assistance related to **OIG (Office of Inspector General) Compliance**, **Ambulance Regulations**, **HIPAA (Health Insurance Portability and Accountability Act)**, and **Red Flags Alerts**.

Connecting with EMS|MC's Patient-focused Customer Service Team

As experts in the EMS billing space, we understand that time is of the essence for your patients - when they have questions, we're prepared to answer them. Furthermore, as an extension of the Village of Northbrook, when one of your patients has a question about their EMS bill. As such, we aim to treat all patients with dignity, professionalism, and courtesy while improving collections. In fact, we are prepared to work with the Village of Northbrook to develop scripts and documents that communicate your specific policies and processes, making sure our team accurately represents the Village of Northbrook when working directly with your patients.

We've found that many patients are unaware of their coordination of benefits. As such, our Patient-focused Customer Service Team is trained to collect as much information as possible to verify that the details are carefully documented. Furthermore, all calls are automatically recorded, thereby providing a trail for our team to review the **History of the Trip** for any additional inquiries or audits. The trip history may include:

- When the trip was imported into **EMSmart**™
- When the claim was filed
- When the client provided information
- When a payor or schedule was changed
- When and how a claim was sent out
- Credits and denials posted
- When an invoice has been sent out
- When the trip has been moved to collections

When the Village of Northbrook partners with EMS|MC, we make it easy for your patients to connect with us and get answers to their billing questions.

Our Approach to Data Security

Protecting The Village's data and patient information is crucial to earning and maintaining your trust while also adhering to all local, state, and federal laws and regulations. As such, our in-depth approach includes availability, physical security, data security, backups, disaster recovery, monitoring, and more. We use the following tools:

- Quarterly **PCI DSS** (Payment Card Industry Data Security Standard), a global standard aimed at reducing fraud and protecting cardholders' information, to attest to our compliance
- Annual **SSAE-18 Audit** to verify our business processes
- Annual **HIPAA Compliance Validation** from a third-party auditor
- Annual **SOC 2 Type 2** Audit to assess our security controls

Additional elements of our comprehensive approach to data security include:

- **Availability and Fault Tolerance** – Our system is prepared to withstand failures, maintain service availability, and minimize the impact of disruptions to our users. Our system features dual-redundant firewalls and internet service providers, private cloud and public cloud environments built for high-availability and fault tolerance, RAID (Redundant Array of Independent Disks), redundant power infrastructure for critical information systems and redundant multi-pathed Uninterruptible Power Supplies (UPS), quarterly generator tests to simulate partial and complete building power failures, and more.

- **Security Systems and Mitigations** – Our system includes:
    - Microsoft Windows servers use a suite of security software to protect against malware and other malicious activity
    - Microsoft Windows endpoints (e.g., desktops, laptops) use BitLocker, a full disk encryption feature that protects data by encrypting entire volumes of content;
    - Windows Intune, a cloud-based unified endpoint management (UEM) service that helps EMS|MC manage and secure devices, apps, and data across different platforms, and other third-party tools for endpoint security and patch management
    - Linux servers use application control to enforce mandatory access controls on applications, as well as antivirus software to block malware
    - Regular server patching, with emergency patching or hotfixes possible within hours across our entire infrastructure
    - Email encryption for secure transport of ePHI (Electronic Protected Health Information)

- Secure email gateways and mail flow policies that mitigate risks of email-borne malware, as well as social engineering attacks (i.e., phishing)
- Network segmentation between business departments and device types
- IPSec VPNs (Virtual Private Networks) are used to encrypt and authenticate communications between data centers and EMS|MC's strategic partners
- VPNs with MFA (Multi-factor Authentication) are required for remote users to connect to the office
- MFA is required for all SSO (Single Sign-on) applications (e.g., GitHub, Slack, AWS [Amazon Web Services], Office 365, etc.)
- Firewalls that perform stateful packet inspection to identify and block malicious traffic and intrusion attempts at the network edge
- Complete user audits are conducted quarterly
- Scanning our network for vulnerabilities weekly
- Scanning our website source code for vulnerabilities
- Third-party penetration testing of our internal and external systems
- Scanning websites for PCI compliance quarterly

- **Disaster Recovery** – Our disaster recovery plan features:
  - Critical servers that are continuously synced to the public cloud infrastructure for backup
  - Periodic failover tests that are performed to validate backups
  - Shadow volume copies that are performed every twelve hours
  - Voicemail and file-level backups that are performed nightly and retained for thirty days
  - Critical database backups that are performed every five minutes
  - Phone systems and payroll systems are hosted offsite and can be used remotely

- **Datacenter Controls** – Maintaining a safe environment for critical IT resources is accomplished in three distinct ways:
  - Fire protection
  - Environmental controls (e.g., temperature and humidity)
  - Access control

- **Physical Security** – Our approach to physical security at our offices includes:
  - Radio-frequency Identification (RFID) provides our employees with access to our buildings and high-security areas
  - Visitors are required to have an escort while in an EMS|MC building, and some areas are restricted from visitors altogether
  - Video surveillance records each entrance, along with select high-security areas
  - Monitored alarm system that automatically dispatches the police or fire department when incidents occur

- **Threat Protection** – EMS|MC uses a variety of tools to safeguard the safety and integrity of the data left in our care, including
  - Block IPs of known attack sites or geographical regions
  - Certified security personnel on staff with current training requirements
  - Regular security reviews
  - Regular patching schedule for all servers and network equipment
  - Industry-leading Antivirus and Anti-Malware on all servers, laptops, and PCs
  - Employee policies for the proper care of data
  - 24/7 security monitoring of all systems and network infrastructure
  - Periodic phishing simulations
  - Regular security and compliance training for all staff

- **Device Security** – Our approach to data security on the devices we use includes:
  - Laptops and Workstations

  - Full disk encryption means that outside parties cannot use lost or compromised resources
  - Policy-driven rules lock systems when inactive
  - Policy-driven, strong password requirements
  - Portable data devices are disabled (USB drives, iPhones, etc.)
  - Limited number of password attempts before lockout
  - The latest software patches and releases help maintain the integrity of our laptops and workstations

  Application, File, and Web Servers
  - Direct access is restricted to a limited user set
  - Changes to OS (Operating System) or applications deployed in the test environment before going live
  - Implemented end-user password management systems with notification of compromised or duplicate passwords

  Smart Phones
  - Remote wiping is enabled on all phones
  - Allows EMS|MC to completely wipe mobile devices if an issue is detected

  Hard Copied Items (i.e., fax, printout, etc.)
  - Employees are prohibited from removing hard copy items from EMS|MC's buildings
  - Secured Shred boxes are located throughout our facilities, and regular shredding occurs onsite

- **Monitoring** – EMS|MC currently monitors internal VPN connections, applications, servers, and services, including but not limited to SQL (Structured Query Language) database services. We also monitor our internet connections, websites, and select third-party websites. If alerts are triggered, technical support is notified.

Xperience & Qualifications

www.emsmc.com

We are Experts in Understanding Illinois' EMS Requirements

With over 20 years of dedicated service in Illinois, EMS|MC has become a trusted leader in EMS revenue cycle management across the state. Our commitment to the community is further reflected in our continued sponsorship of client events statewide and longstanding affiliations with the American Ambulance Association, Illinois Fire Chiefs Association and Illinois Association of Fire Protection Districts.

In 2016, **Regina Godette-Crawford, Advocacy Liaison**, joined EMS|MC as an expert and leading voice in advocating for the needs of EMS agencies across the United States. Since joining our firm, Regina sat on the Biden-Harris Administration Senate Advisory Committee for Ground Ambulance and Patient Billing.

Regina is highly effective at leveraging critical partnerships, resources, and diverse teams to advocate and lobby for impactful legislative change. She routinely develops and successfully delivers policies that support EMS agencies and ensure regulatory compliance.

Our unique position in Illinois enables us to stay connected to industry matters and timely regulation changes that are relevant to our clients and to compliance. The EMS|MC Payor Relations, Operations and Compliance departments work together closely to integrate the latest process improvements and milestones for our electronic claims' submissions. Specifically, with Illinois governmental payers, EMS|MC has vast experience with NGS.

This level of experience allows us to specialize in Local Coverage Determinations, ensuring that claims are submitted in the most efficient and compliant manner. **By partnering with EMS|MC, Village of Northbrook gains a true advocate and partner who supports your ability to Answer the Call for the communities you serve.**

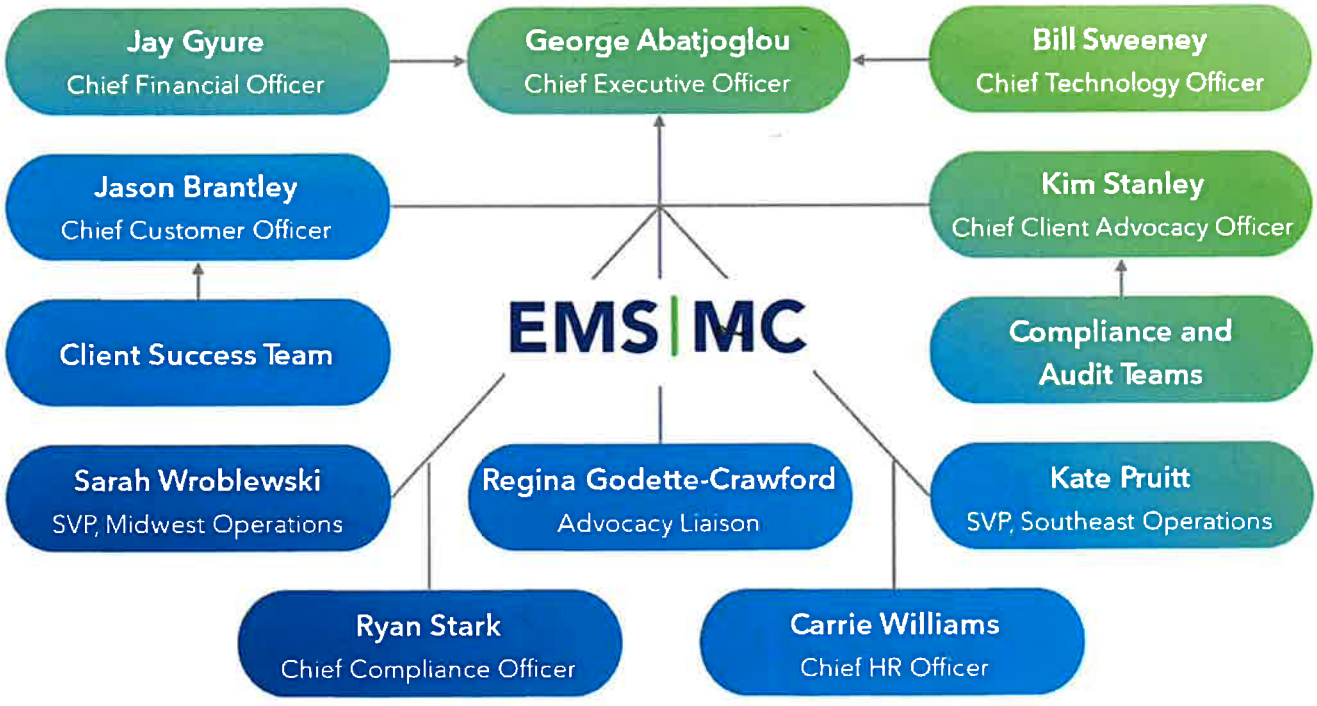
> **After a meticulous selection process, we made the decision to bring on EMS|MC as our exclusive billing partner. [They] are extremely easy to work with and very diligent in both the deployment phase, as well as the week-to-week information sharing. Their dedication to EMS compliance and the level of support they offer in this regard has proved to be a priceless benefit.**
>
> **- Long-term Client of EMS|MC -**

Key Personnel

EMS|MC is dedicated to supporting your needs in the Village of Northbrook, Illinois. With EMS experts in your area, we have gained a deep understanding of your community, as well as the local laws and regulations surrounding EMS billing.

Our local team is backed by EMS billing experts who support over 1,500 clients across the US through five regional offices, including our headquarters in Winston-Salem, North Carolina. We processed over 5.7 million claims across the country for public, private, and hospital-based agencies. Our trusted Account Team aligns with the Village of Northbrook's needs.

We understand that we are the face of the Village of Northbrook when one of your patients has a question about their EMS bill. As such, we act as an extension of your team. With so many of our internal team members being former paramedics or patient-facing healthcare professionals, we also understand that patients are people who deserve to be treated with dignity, professionalism, and courtesy.



Customer Success Team Committed to Ongoing Success

Client Success Executive

Upon receiving the award, the Village of Northbrook can expect to work directly with Beverly Bohn, Client Success Executive (CSE), throughout the life of our partnership, including deployment and post-launch activities. She is proud to serve as your primary contact and face of our team as we launch your program and throughout your partnership with EMS|MC.

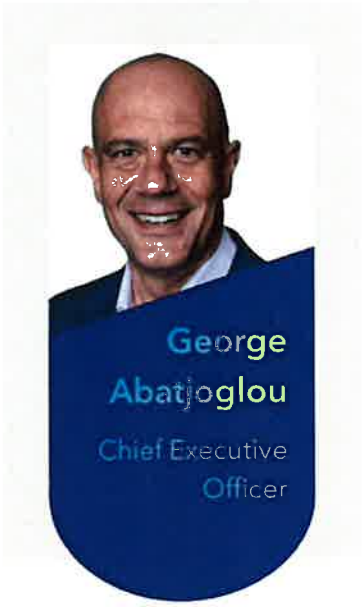
Beverly is passionate about building and nurturing long-term relationships with her clients, and she is directly responsible for successfully managing the RCM process for clients throughout Illinois, including sixteen clients within Lake and Cook Counties. These responsibilities include increasing collections and money in the bank while decreasing open accounts receivable (A/R). She truly understands your community and collaborates with her clients to define metrics for success and tracks and analyzes our numbers to verify that we are meeting our goals. She regularly meets with her clients' key stakeholders to present metrics, celebrate wins, and address opportunities for success. She understands that to be effective in this role, and to assist her clients in winning, clear and consistent communication is crucial.

Beverly has been with EMS|MC for three years. She graduated from Marshall University with a master's in healthcare administration and has five years of ambulance billing experience.

Sherry Sawka, Customer Success Representative (CSR), supports Beverly. As your CSR, Sherry prioritizes your needs, no matter what. She supports calls covering ALS (Advanced Life Support), BLS (Basic Life Support), and TNT (Treat No Transport), as well as calls from attorneys, insurance providers, workers' compensation adjusters, crime victim representatives, and more on your behalf.

She aims to build rapport not only with her colleagues at EMS|MC but also with her clients. Sherry is a firm believer that displaying her expertise leads to wins for her clients. Succeeding in meeting our clients' needs has earned her the status of a subject matter expert (SME) and mentor to new customer service representatives (CSRs) who join EMS|MC.

Sherry has been a committed professional in the EMS billing industry for over 14 years and has worked closely with clients throughout Illinois, building strong relationships and delivering personalized support.



Executive Leadership Provides Additional Oversight and Guidance

George Abatjoglou, CEO, joined EMS|MC at the start of 2023, bringing twenty-two years of healthcare experience with him. Before joining EMS|MC, George served as the CEO for several revenue cycle-focused organizations that supported hospitals and health systems.

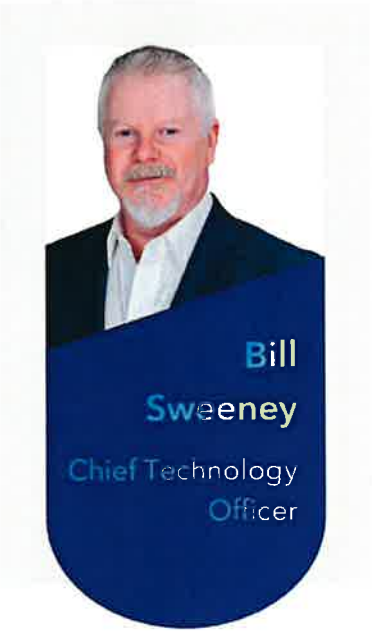
As our CEO, George's visionary financial and operational skills empower our team to **Raise the Bar** for ourselves and our clients. His reputation across the EMS billing and healthcare industries has empowered George to build high-performing executive teams, attract top talent, invest in next-gen technologies, refine operations, and lend credibility to emerging ventures. He designs and leads our growth strategy, empowering a cohesive and scalable structure nationwide.

George firmly believes in our company values, including that **We're Better Together**. To that end, he prides himself on being ready to jump in wherever he's needed to make sure we are achieving our goals. Through his leadership approach, George excels at getting his team and our clients excited about EMS|MC's solutions that help clients like the Village of Northbrook **Answer the Call** for the communities they support. George graduated from Miami University with a Bachelor of Science in accounting.

Jay Gyure, Chief Financial Officer, joined EMS|MC in 2017, bringing twenty-five years of financial expertise to our organization. In his role, Jay provides executive-level leadership and expertise to our company's approach to financial management, planning, and analysis, as well as risk management and accounting.

Before joining EMS|MC, Jay was a leading force for several companies. He specialized in the integration of financial operations following over a dozen mergers and acquisitions, and he also oversaw the implementation of ERP (Enterprise Resource Planning) systems across the United States.

As evidence of his dedication to being a true leader in the financial needs of EMS and healthcare providers, Jay became a member of the Healthcare Financial Management Association in 2017. A certified public accountant (CPA), Jay has been a member of AICPA (American Institute of Certified Public Accountants) since 1993 and the Financial Executives Institute since 2007. He graduated from Indiana University's Kelly School of Business with a Bachelor of Science in accounting with a minor in psychology.



Bill Sweeney, Chief Technology Officer, joined EMS|MC in 2024, bringing twenty-five years of healthcare technology expertise and over twenty years of revenue cycle expertise to our team. As a seasoned leader, he is passionate about introducing new products to the EMS billing services and healthcare markets, specifically those that provide our clients and internal team with the tools to streamline the revenue cycle.

By establishing their strategic technology direction, Bill has empowered companies like EMS|MC to grow. His mission is to lead the development and expansion of the EMSolutions platform, making it the most engaging and impactful platform in the US.

Bill is Cisco and Microsoft certified. He graduated from the University of Massachusetts Amherst with a Bachelor of Arts in Social Thought and Political Economy (STPEC).

Jason Brantley, Chief Customer Officer, joined EMS|MC in 2023, bringing eighteen years of healthcare RCM experience to our organization. In his role, Jason is responsible for our winning go-to-market strategy. He also leads all facets of the customer journey, including strategic planning, sales, marketing, customer success, deploying new programs, and beyond. Additionally, his experience championing healthcare RCM organizations through transformational change has been crucial to our ability to provide top-notch value to our clients.

Having worked in healthcare since 2005, Jason has witnessed many organizations distance themselves from patient care. As such, he's proud to be part of EMS|MC's mission that empowers EMS providers to focus on patient care. His alignment with our mission to help clients like the Village of Northbrook **Answer the Call** has earned him the respect of his EMS|MC colleagues and our clients.

Jason graduated magna cum laude from Auburn University with a Bachelor of Science in business administration.

Kim Stanley, Chief Compliance Officer, joined EMS|MC in 2003, bringing over ten years of EMS billing experience to our organization. Before joining our team, Kim began her career in healthcare and EMS service as a public relations representative and ambulance liaison for the Medicare Administrative Contractor (MAC). In her role, Kim advocates for our clients across the US by supporting legislative and regulatory efforts, as well as providing best practices through conferences and webinars.

As your advocate, Kim serves on many reimbursement committees and contractor advisory groups at the state and national levels. She's developed key reimbursement policies at both the carrier and federal levels. Kim is a CAC and is well-versed in presenting the course for NAAC certifications.

Regina Godette-Crawford, Advocacy Liaison, joined EMS|MC in 2016, bringing over twenty-three years of experience in and advocating for EMS and healthcare solutions to our team. Passionate and determined, she is a recognized leader in lobbying and advocating for large statewide disaster preparedness and EMS programs.

Most recently, due to her tenure and director-level leadership with the North Carolina Office of Emergency Medical Services, Regina sat on the Biden-Harris Administration Senate Advisory Committee for Ground Ambulance and Patient Billing. She also served as an advocate for EMS providers in the General Assembly, advocating for grant funding for community paramedicine programs and other important legislative issues affecting EMS.

At EMS|MC, Regina continues to serve as a strong advocate for EMS agencies nationwide, collaborating with other state EMS agencies on reimbursement matters and related topics. She is highly effective at leveraging critical partnerships, resources, and diverse teams to advocate and lobby for impactful legislative change. She routinely develops and successfully delivers policies that support EMS agencies and ensure regulatory compliance.

Regina graduated with a Bachelor of Science in consumer management, economics, and business administration from East Carolina University. She attended the University of North Carolina at Greensboro for her graduate studies in public administration.

Sarah Wroblewski, Senior Vice President, Midwest Operations, joined EMS|MC in 2001. Before joining our team, Sarah was the operations manager for a private ambulance service where she led their RCM Team.

In her role, Sarah is responsible for operational leadership, including managing our internal teams and performance. She contributes to our strong relationships with clients, while also supporting regulatory compliance, risk management, and technology enablement.

Seeing what our clients accomplish with larger budgets is a key motivator for Sarah. Knowing that EMS|MC drives positive change through initiatives such as new stations, equipment, and rigs, and more, by increasing revenue collections, is her favorite part of each day.

Kate Pruitt, Senior Vice President of Southeast Operations, joined EMS|MC in 2005, bringing over ten years of experience in telecommunications to our team. In her role, Kate is responsible for developing and implementing the overall strategy and growth for our patient contact center and call center methodologies. She is also accountable for RCM and is vital to the continuous improvement of our processes.

Kate is passionate about her leadership position, as it empowers her to help our internal team members grow and develop in their careers while working closely with our clients to ensure we're maximizing collections for them. Kate is a CAC. She earned her Bachelor of Science in accounting from Troy University.

Ryan Stark, Chief Compliance Officer, is a managing partner with Page, Wolfberg & Wirth. As an attorney and adjunct professor specializing in the EMS industry, he advises clients on labor relations, privacy, security, reimbursement, and other compliance matters affecting the ambulance industry. Ryan developed and is the primary instructor for the nation's first and only HIPAA certification for the ambulance industry, the CAPO. He co-authored PWW's widely used Ambulance Service Guide to HIPAA Compliance.

Ryan is a CADS, CACO, CAPO, and CAC. He earned his Juris Doctor in Law from Widener University after graduating from Indiana University of Pennsylvania with a Bachelor of Arts in psychology and political science.

References

www.emsmc.com

EMS|MC is proud to partner with 213 clients across 43 counties in Illinois, including many in Cook County. We are also pleased to provide the following references.

ELGIN FIRE DEPARTMENT

City of Elgin
Dan Rink
Assistant Chief
847-931-6181
rink_d@cityofelgin.org

Evanston Fire Department
Susie Hall
Management Analyst
847-448-8681
shall@cityofevanston.org

Winnetka Fire Department
Megan Kamarchevakul
EMS Field Chief
224-935-0277
mkamarchevakul@cityofevanston.org

Compensation

www.emsmc.com

EMS|MC's Cost Proposal for the Village of Northbrook

EMS|MC's Full Revenue Cycle Management Solution pricing is an all-inclusive price, including but not limited to:

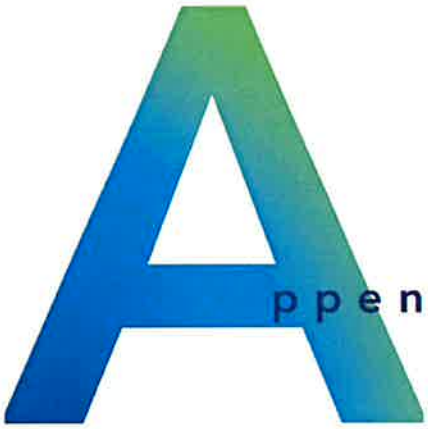
EMS|MC's advanced pricing model ensures we can offer the best possible rates to our clients. EMS|MC can offer the Revenue Cycle Management Solution services above at a fee of 4.00% of Net Collections*. EMS|MC will also charge a 0% Fee on all GEMT Collections. There are no hidden fees or fees added later, and there is no hourly consulting fee rate. Should the Village of Northbrook need additional services beyond the scope, we will be open to discussion.

This includes, and is not limited to:

- All hardware and software required by EMS|MC's personnel to accurately and efficiently perform EMS billing and collection services
- All mailing, billing, NPP forms and insurance forms, including envelopes to perform billing functions
- Any postage required to mail billing or other vital information to patients, insurance companies, third parties, and attorneys
- A toll-free number for your patients to contact your EMS|MC team, who act as the point of contact for the Village's EMS billing and collections functions
- All fees related to our national consumer database searches for patient demographic information
- All fees related to electronically submitted claims
- All fees and expenses related to our hosting our application
- An electronic billing interface of the Village's ESO ePCR system
- Ongoing reviews of ePCR documentation by EMS|MC
- Ongoing reviews and analyses of rates, policies, and procedures
- Comprehensive, ongoing documentation compliance training for the Village
- Regular business reviews
- TPE Audits

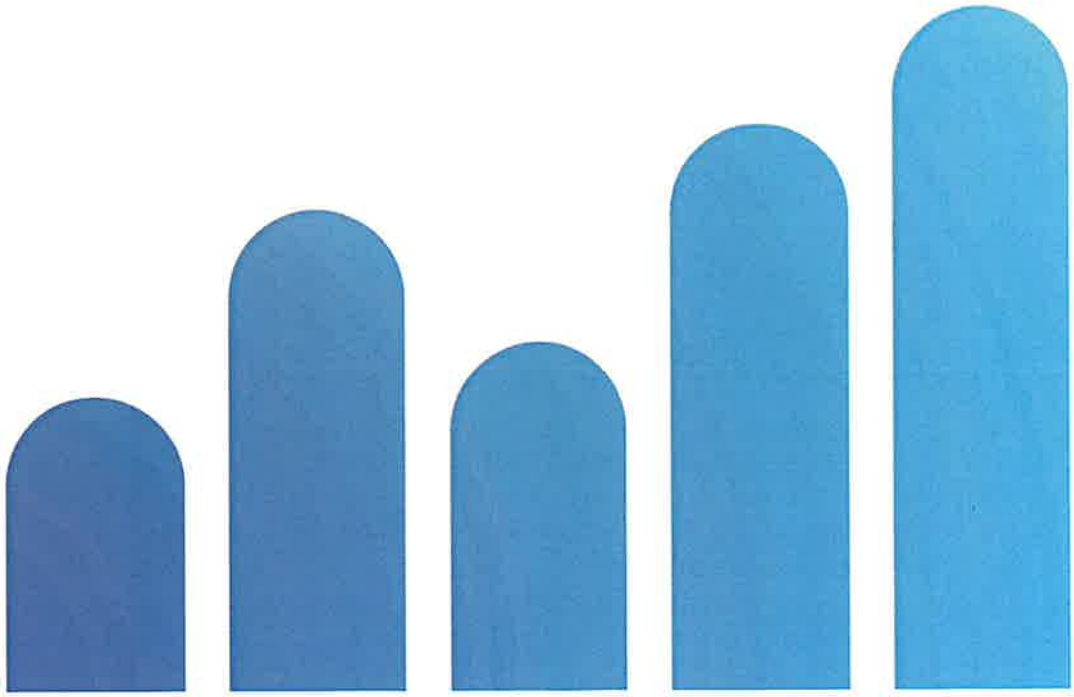
** Net collections is the sum of all payments less refunds applied during the same period(s).*

We appreciate your consideration and look forward to hearing from you!



Appendix

www.emsmc.com

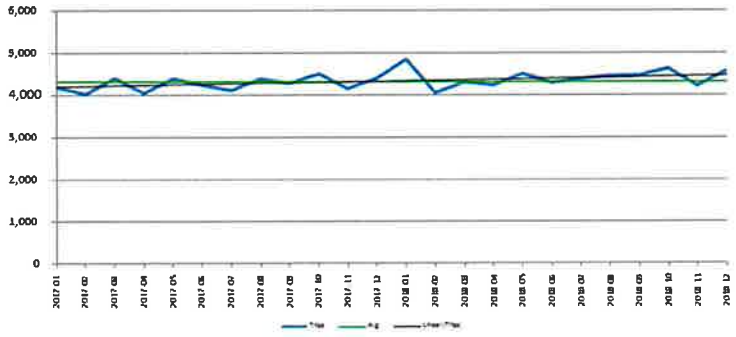


EMS | MC Sample Report Package

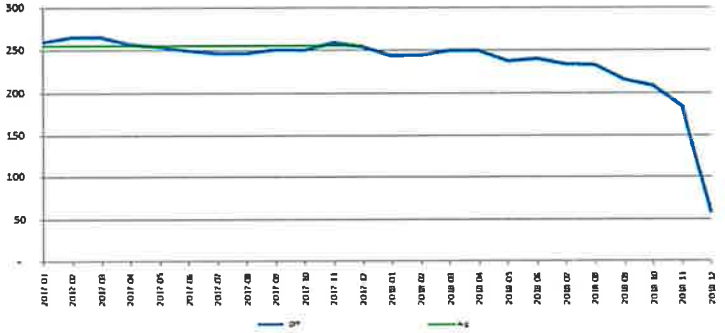
	Trips	Net Coll.	CPT	AR Days
Average	4,341	1,152,004	256	76
Max	4841	1,460,759	267	83

Month	Trips	Net Coll.	CPT	AR Days
2017-01	4,196	1,085,447	261	71
2017-02	4,034	981,284	267	73
2017-03	4,405	1,460,759	267	73
2017-04	4,055	1,257,072	258	72
2017-05	4,394	1,241,931	255	75
2017-06	4,248	1,078,167	250	78
2017-07	4,122	1,098,765	247	76
2017-08	4,387	1,070,873	247	78
2017-09	4,282	1,078,596	252	77
2017-10	4,508	1,195,288	251	74
2017-11	4,161	1,096,751	260	75
2017-12	4,406	970,768	255	77
2018-01	4,841	1,036,368	244	78
2018-02	4,061	1,115,622	245	75
2018-03	4,311	1,337,945	251	79
2018-04	4,239	1,323,027	250	83
2018-05	4,508	1,260,854	238	76
2018-06	4,294	1,153,868	241	78
2018-07	4,383	1,298,461	234	71
2018-08	4,455	1,108,476	234	74
2018-09	4,466	924,013	216	74
2018-10	4,627	1,188,093	209	76
2018-11	4,219	1,184,724	184	73
2018-12	4,571	1,100,935	56	76

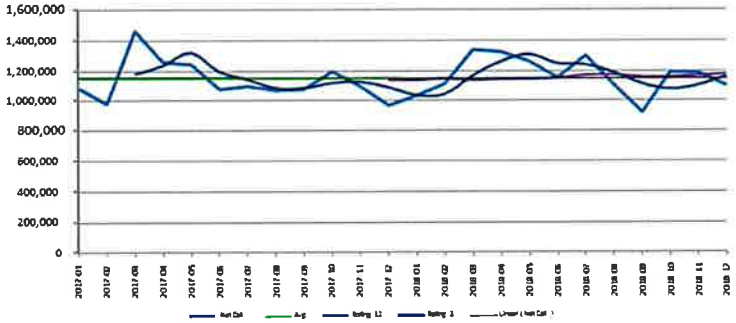
Trips by Month - DOS



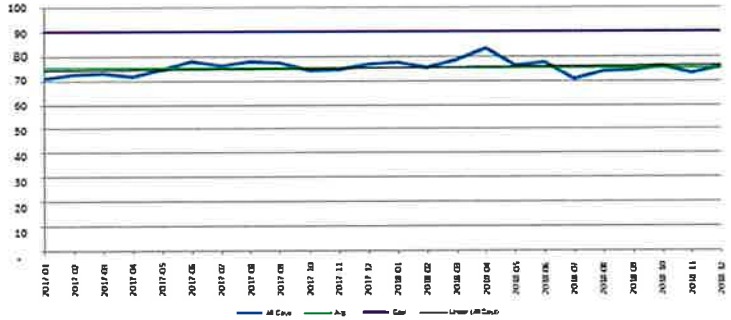
Net Collections per Trip by Month - DOS



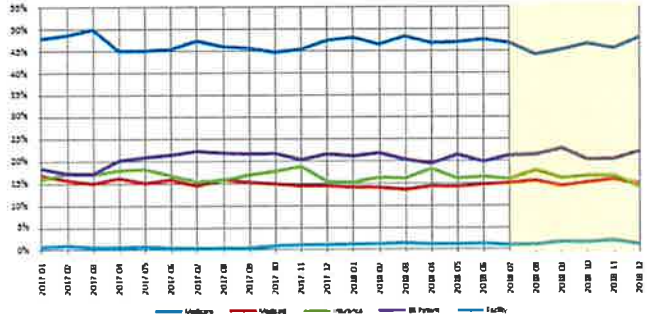
Net Collections by Month - Billing Period



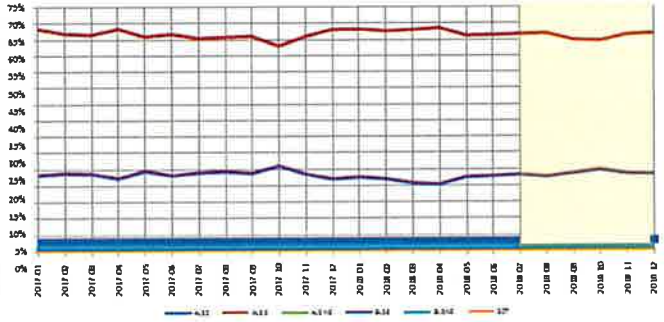
A/R Days - Billing Period



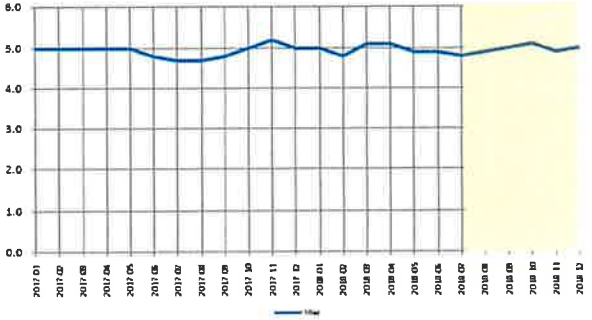
Payor Mix (Gross Charges) - DOS



Run Mix - DOS



Average Loaded Miles per Trip - DOS



CLIENT

MONTH END SUMMARY

NOVEMBER 2020

PREPARED FOR CLIENT

By:

EMS | MC

EMS MANAGEMENT & CONSULTANTS

RESULTS | SERVICE | COMMUNITY

© EMS Management & Consultants Inc.

CLIENT NOVEMBER 2020

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix

6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	20%
Medicare Advantage	25%
Insurance	14%
Medicaid	17%
Medicaid MCO	0%
Patient	21%
Facility	1%
Other Govt. Payers	1%
TPL	1%

Net Collection Percentages

6-12 Month Mature Average

Primary Payor	Coll %
Medicare	94%
Medicare Advantage	85%
Insurance	73%
Medicaid	98%
Medicaid MCO	71%
Patient	4%
Facility	43%
Other Govt. Payers	52%
TPL	69%

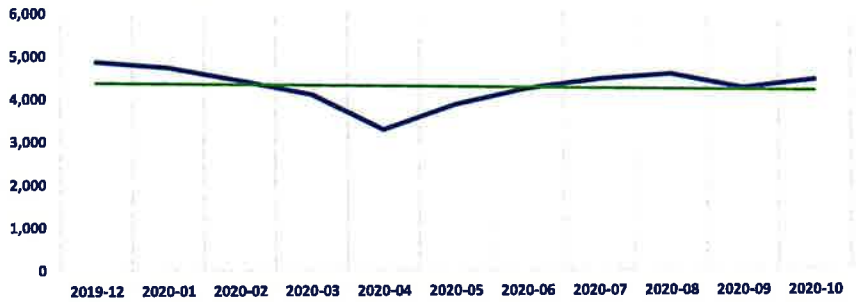
Cash Per Trip

6-12 Month Mature Average

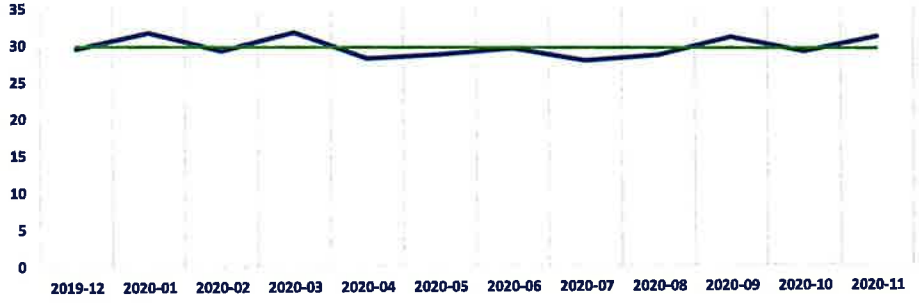
Primary Payor	CPT
Medicare	$ 389.90
Medicare Advantage	$ 358.26
Insurance	$ 439.25
Medicaid	$ 110.30
Medicaid MCO	$ 279.43
Patient	$ 31.12
Facility	$ 28.61
Other Govt. Payers	$ 403.98
TPL	$ 572.48

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	4,866	4,137,359.70	1,851,488.67	2,285,871.03	5,498.48	1,339,613.74	863,270.49	5,815.65	83,303.97	850.26	469.76	274.11	58.3%
2020-01	4,725	4,083,756.17	1,808,773.44	2,274,982.73	4,032.42	1,242,326.25	913,972.73	3,781.89	118,433.22	864.29	481.48	262.13	54.4%
2020-02	4,419	3,791,240.62	1,709,114.80	2,082,125.82	2,878.92	1,181,700.48	782,088.87	6,133.16	121,590.71	857.94	471.18	266.03	56.5%
2020-03	4,092	3,508,925.57	1,530,283.10	1,978,642.47	3,133.08	1,100,155.71	750,810.53	6,101.63	130,644.78	857.51	483.54	267.36	55.3%
2020-04	3,260	2,745,498.37	1,170,040.35	1,575,458.02	707.01	805,184.88	613,136.07	4,521.21	160,951.27	842.18	483.27	245.60	50.8%
2020-05	3,841	3,254,668.31	1,350,100.01	1,904,568.30	774.67	971,949.42	690,207.18	4,507.76	246,144.79	847.35	495.85	251.87	50.8%
2020-06	4,217	3,603,331.67	1,502,450.34	2,100,881.33	722.24	1,060,513.44	666,224.07	1,164.63	374,586.21	854.48	498.19	251.21	50.4%
2020-07	4,431	3,800,815.26	1,571,314.17	2,229,501.09	48.43	1,069,975.88	452,635.35	1,204.19	708,045.62	857.78	503.16	241.20	47.9%
2020-08	4,550	3,921,189.39	1,580,782.51	2,340,406.88	10.29	1,084,006.56	106,894.73	1,048.32	1,150,543.62	861.80	514.38	238.01	46.3%
2020-09	4,218	3,640,884.13	1,367,718.42	2,273,165.71	5.44	945,200.66	56,762.82	1,430.47	1,272,627.26	863.18	538.92	223.75	41.5%
2020-10	4,409	3,797,140.39	1,270,084.84	2,527,055.55	8.91	786,740.69	23,542.32	-	1,716,763.63	861.22	573.16	178.44	31.1%
2020-11	3,775	3,244,042.84	221,993.13	3,022,049.71	-	108,081.05	-	-	2,913,968.66	859.35	800.54	28.63	3.6%
Totals	50,803	43,528,852.42	16,934,143.78	26,594,708.64	17,819.89	11,695,448.76	5,919,545.16	35,708.91	8,997,603.74	856.82	523.49	229.51	43.8%

Trip Count Trend - Excluding Current Month



Average Loaded Miles



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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICARE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,095	971,854.58	521,359.65	450,494.93	328.43	430,670.91	18,367.78	549.29	1,677.10	887.54	411.41	392.81	95.5%
2020-01	937	851,232.84	463,348.22	387,884.62	194.94	362,446.52	19,695.26	1,032.61	6,580.51	908.47	413.96	385.71	93.2%
2020-02	858	773,125.81	415,374.19	357,751.62	159.02	338,612.89	19,191.59	2,196.05	1,984.17	901.08	416.96	392.09	94.0%
2020-03	826	740,467.03	399,320.88	341,146.15	181.75	321,983.19	14,398.79	1,519.85	6,102.27	896.45	413.01	387.97	93.9%
2020-04	614	546,867.09	292,777.28	254,089.81	55.17	239,396.62	7,969.42	1,410.71	8,079.31	890.66	413.83	387.60	93.7%
2020-05	702	624,379.89	330,520.14	293,859.75	114.91	275,687.79	10,904.31	95.42	7,248.16	889.43	418.60	392.58	93.8%
2020-06	808	719,570.79	378,724.01	340,846.78	116.00	322,493.70	11,555.71	882.14	7,563.51	890.56	421.84	398.03	94.4%
2020-07	840	750,536.03	390,413.72	360,122.31	18.08	328,160.16	8,174.60	120.08	23,889.55	893.50	428.72	390.52	91.1%
2020-08	842	755,350.54	388,448.77	366,901.77	2.28	325,900.41	3,247.58	-	37,751.50	897.09	435.75	387.06	88.8%
2020-09	786	710,049.03	350,951.17	359,097.86	0.01	294,517.86	3,896.55	191.72	60,875.16	903.37	456.87	374.46	82.0%
2020-10	843	765,041.81	348,991.50	416,050.31	-	291,933.43	-	-	124,116.88	907.52	493.54	346.30	70.2%
2020-11	714	651,669.67	67,352.02	584,317.65	-	53,813.24	-	-	530,504.41	912.70	818.37	75.37	9.2%
Totals	**9,865**	**8,860,145.11**	**4,347,581.55**	**4,512,563.56**	**1,170.59**	**3,585,616.72**	**117,401.59**	**7,997.87**	**816,372.53**	**898.14**	**457.43**	**362.66**	**79.3%**

MEDICARE ADVANTAGE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,196	1,073,438.43	567,583.73	505,854.70	840.74	440,494.95	56,224.93	605.66	8,899.74	897.52	422.96	367.80	87.0%
2020-01	1,236	1,126,816.11	608,712.27	518,103.84	1,223.95	442,932.62	63,782.77	1,776.59	11,941.09	911.66	419.18	356.92	85.1%
2020-02	1,188	1,075,011.38	578,138.99	496,872.39	834.75	416,238.26	65,131.45	2,039.68	16,707.61	904.89	418.24	348.65	83.4%
2020-03	981	881,648.89	465,315.32	416,333.57	505.21	349,975.29	54,741.80	1,325.97	12,437.24	898.72	424.40	355.40	83.7%
2020-04	745	665,228.13	348,379.57	316,848.56	215.98	266,941.50	40,794.53	2,238.65	11,135.20	892.92	425.30	355.31	83.5%
2020-05	943	842,587.94	431,885.11	410,702.83	95.28	345,966.05	48,920.28	1,482.15	17,203.37	893.52	435.53	365.31	83.9%
2020-06	1,052	939,283.69	484,711.38	454,572.31	160.20	375,731.85	52,040.94	135.00	26,774.32	892.86	432.10	357.03	82.6%
2020-07	1,086	979,568.87	505,089.67	474,479.20	9.38	383,349.88	41,702.77	646.02	50,063.19	902.00	436.91	352.40	80.7%
2020-08	1,223	1,098,684.76	562,394.48	536,290.28	(0.15)	426,858.41	1,713.02	953.44	108,672.44	898.35	438.50	348.25	79.4%
2020-09	1,132	1,025,732.43	510,376.99	515,355.44	2.96	380,676.83	96.18	988.75	135,568.22	906.12	455.26	335.41	73.7%
2020-10	1,162	1,049,801.30	441,862.07	607,939.23	0.41	313,718.75	-	-	294,220.07	903.44	523.18	269.98	51.6%
2020-11	1,039	953,760.68	58,811.10	894,949.58	-	35,958.82	-	-	858,990.76	917.96	861.36	34.61	4.0%
Totals	**12,983**	**11,711,562.61**	**5,563,260.68**	**6,148,301.93**	**3,888.71**	**4,178,843.21**	**425,148.67**	**12,191.91**	**1,552,613.25**	**902.07**	**473.57**	**320.93**	**67.8%**

INSURANCE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	625	540,272.32	161,079.51	379,192.81	1,704.43	291,313.73	67,055.06	2,738.61	21,858.20	864.44	606.71	461.72	76.1%
2020-01	624	555,465.42	155,041.15	400,424.27	1,085.44	283,072.20	84,120.47	768.65	32,914.81	890.17	641.71	452.41	70.5%
2020-02	635	551,607.44	166,349.01	385,258.43	819.20	282,955.62	72,579.21	1,817.43	30,721.83	868.67	606.71	442.74	73.0%
2020-03	598	532,155.71	169,875.59	362,280.12	969.35	271,249.19	65,842.38	1,991.56	26,210.76	889.89	605.82	450.26	74.3%
2020-04	477	412,880.22	141,845.86	271,034.36	236.18	195,323.27	40,166.17	871.85	36,180.59	865.58	568.21	407.65	71.7%
2020-05	547	483,774.57	157,950.87	325,823.70	282.20	226,300.23	47,959.23	1,998.89	53,280.93	884.41	595.66	410.06	68.8%
2020-06	577	509,911.44	157,792.79	352,118.65	0.20	234,668.25	34,923.38	141.39	82,668.21	883.73	610.26	406.46	66.6%
2020-07	593	529,283.03	171,238.35	358,044.68	20.97	231,003.61	16,496.24	438.09	110,961.95	892.55	603.79	388.81	64.4%
2020-08	606	543,660.01	151,699.25	391,960.76	8.16	214,164.62	1,186.87	94.88	176,695.99	897.13	646.80	353.25	54.6%
2020-09	640	568,588.89	105,418.62	463,170.27	2.47	172,266.67	164.45	-	290,736.68	888.42	723.70	269.17	37.2%
2020-10	616	552,939.84	64,118.18	488,821.66	8.50	104,660.12	-	-	384,153.04	897.63	793.54	169.90	21.4%
2020-11	530	459,292.16	3,174.76	456,117.40	-	2,928.70	-	-	453,188.70	866.59	860.60	5.53	0.6%
Totals	**7,068**	**6,239,831.05**	**1,605,583.94**	**4,634,247.11**	**5,137.10**	**2,509,906.21**	**430,493.46**	**10,861.35**	**1,699,571.69**	**882.83**	**655.67**	**353.57**	**53.9%**

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CLIENT NOVEMBER 2020

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICAID

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	814	632,152.80	544,722.95	87,429.85	202.96	86,378.81	-	-	848.08	776.60	107.41	106.12	98.8%
2020-01	787	617,756.39	532,759.43	84,996.96	86.03	84,805.61	-	-	105.32	784.95	108.00	107.76	99.8%
2020-02	749	588,932.76	506,623.41	82,309.35	47.38	81,596.65	-	-	665.32	786.29	109.89	108.94	99.1%
2020-03	695	539,473.30	458,914.96	80,558.34	24.87	79,083.39	-	-	1,470.08	776.22	115.91	113.76	98.1%
2020-04	556	424,204.00	359,326.51	64,877.49	2.49	62,805.72	-	-	2,069.28	762.96	116.69	112.96	96.8%
2020-05	620	476,975.78	401,393.57	75,582.21	-	70,941.73	-	-	4,640.48	769.32	121.91	114.42	93.9%
2020-06	686	533,950.48	450,274.98	83,675.50	-	76,114.62	-	-	7,560.88	778.35	121.98	110.95	91.0%
2020-07	744	575,098.88	472,894.28	102,204.60	-	81,289.64	-	-	20,914.96	772.98	137.37	109.26	79.5%
2020-08	747	583,065.79	451,456.15	131,609.64	-	80,451.29	-	-	51,158.35	780.54	176.18	107.70	61.1%
2020-09	658	514,699.12	380,832.77	133,866.35	-	67,521.48	-	-	66,344.87	782.22	203.44	102.62	50.4%
2020-10	715	553,124.89	398,891.51	154,233.38	-	68,331.29	-	-	85,902.09	773.60	215.71	95.57	44.3%
2020-11	583	456,638.22	92,160.64	364,477.58	-	14,885.69	-	-	349,591.89	783.26	625.18	25.53	4.1%
Totals	8,354	6,496,072.41	5,050,251.16	1,445,821.25	363.73	854,185.92	-	-	591,271.60	777.60	173.07	102.25	59.1%

MEDICAID MCO

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	2	1,907.56	463.92	1,443.64	-	1,443.64	-	-	-	953.78	721.82	721.82	100.0%
2020-01	1	900.82	450.41	450.41	-	450.41	-	-	-	900.82	450.41	450.41	100.0%
2020-02	1	885.58	-	885.58	-	174.00	-	-	711.58	885.58	885.58	174.00	19.6%
2020-03	3	2,449.82	1,267.06	1,182.76	-	534.58	-	-	648.18	816.61	394.25	178.19	45.2%
2020-04	3	2,841.76	2,429.51	412.25	-	412.25	-	-	-	947.25	137.42	137.42	100.0%
2020-05	2	1,819.02	1,480.70	338.32	-	338.32	-	-	-	909.51	169.16	169.16	100.0%
2020-06	3	2,582.68	1,833.25	749.43	-	749.43	-	-	-	860.89	249.81	249.81	100.0%
2020-07	3	2,974.36	1,081.27	1,893.09	-	247.81	-	-	1,645.28	991.45	631.03	82.60	13.1%
2020-08	6	4,695.90	442.49	4,253.41	-	1,103.54	-	-	3,149.87	782.65	708.90	183.92	25.9%
2020-09	3	3,237.40	770.24	2,467.16	-	2,467.16	-	-	-	1,079.13	822.39	822.39	100.0%
2020-10	6	3,363.16	-	3,363.16	-	-	-	-	3,363.16	560.53	560.53	-	0.0%
2020-11	1	981.59	-	981.59	-	-	-	-	981.59	981.59	981.59	-	0.0%
Totals	34	28,639.65	10,218.85	18,420.80	-	7,921.14	-	-	10,499.66	842.34	541.79	232.97	43.0%

PATIENT

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	972	785,513.86	1,801.91	783,711.95	2,186.57	38,461.39	708,984.79	-	34,079.20	808.14	806.29	39.57	4.9%
2020-01	983	804,557.92	3,531.15	801,026.77	1,349.02	25,645.94	730,560.22	1.00	43,472.59	818.47	814.88	26.09	3.2%
2020-02	863	702,083.97	2,758.73	699,325.24	753.26	25,046.56	621,005.50	80.00	52,599.92	813.54	810.34	28.93	3.6%
2020-03	874	716,325.46	6,457.55	709,867.91	1,408.23	36,616.85	611,533.44	1,264.25	61,573.64	819.59	812.21	40.45	5.0%
2020-04	797	638,452.82	6,886.76	631,566.06	191.09	21,399.33	522,085.21	-	87,890.43	801.07	792.43	26.85	3.4%
2020-05	925	740,407.58	5,689.30	734,718.28	282.28	22,634.43	579,288.36	-	132,513.21	800.44	794.29	24.47	3.1%
2020-06	978	805,600.21	3,552.02	802,048.19	444.32	22,872.02	567,493.10	-	211,238.75	823.72	820.09	23.39	2.9%
2020-07	1,053	866,981.07	6,904.99	860,076.08	-	21,324.73	384,202.06	-	454,549.29	823.34	816.79	20.25	2.5%
2020-08	1,026	853,940.26	5,426.30	848,513.96	-	14,394.69	100,747.26	-	733,372.01	832.30	827.01	14.03	1.7%
2020-09	901	735,597.49	2,371.64	733,225.85	-	11,458.54	52,605.64	250.00	669,411.67	816.42	813.79	12.44	1.5%
2020-10	968	785,921.03	402.71	785,518.32	-	2,612.86	23,542.32	-	759,363.14	811.90	811.49	2.70	0.3%
2020-11	805	632,789.61	-	632,789.61	-	-	-	-	632,789.61	786.07	786.07	-	0.0%
Totals	11,145	9,068,171.28	45,783.06	9,022,388.22	6,814.77	242,467.34	4,902,047.90	1,595.25	3,872,853.46	813.65	809.55	21.61	2.7%

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CLIENT NOVEMBER 2020

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

FACILITY

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	69	46,051.30	40,625.18	5,426.12	-	1,491.42	-	-	3,934.70	667.41	78.64	21.61	27.5%
2020-01	65	42,458.78	39,605.12	2,853.66	-	963.92	-	-	1,889.74	653.21	43.90	14.83	33.8%
2020-02	53	33,944.48	30,415.84	3,528.64	-	2,032.98	-	-	1,495.66	640.46	66.58	38.36	57.6%
2020-03	37	24,418.22	19,672.68	4,745.54	-	2,852.46	-	-	1,893.08	659.95	128.26	77.09	60.1%
2020-04	21	12,573.52	11,289.80	1,283.72	-	413.38	870.34	-	-	598.74	61.13	19.68	32.2%
2020-05	26	16,317.34	16,317.34	-	-	-	-	-	-	627.59	-	-	0.0%
2020-06	38	24,385.55	21,787.65	2,597.90	-	(77.72)	-	-	2,675.62	641.73	68.37	(2.05)	-3.0%
2020-07	28	17,987.28	16,200.16	1,787.12	-	668.14	-	-	1,118.98	642.40	63.83	23.86	37.4%
2020-08	31	18,926.40	16,970.92	1,955.48	-	-	-	-	1,955.48	610.53	63.08	-	0.0%
2020-09	23	15,142.70	12,355.70	2,787.00	-	1,094.68	-	-	1,692.32	658.38	121.17	47.59	39.3%
2020-10	17	12,185.95	10,825.31	1,360.64	-	-	-	-	1,360.64	716.82	80.04	-	0.0%
2020-11	31	21,891.20	-	21,891.20	-	-	-	-	21,891.20	706.17	706.17	-	0.0%
Totals	439	286,282.72	236,065.70	50,217.02	-	9,439.26	870.34	-	39,907.42	652.12	114.39	21.50	18.8%

OTHER GOVT. PAYERS

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	54	50,333.11	10,435.42	39,897.69	(13.54)	27,077.63	7,116.28	1,220.35	6,937.67	932.09	738.85	478.84	64.8%
2020-01	54	50,524.93	4,544.49	45,980.44	89.92	23,253.31	4,311.81	-	18,325.40	935.65	851.49	430.62	50.6%
2020-02	40	37,166.12	7,814.57	29,351.55	88.19	14,067.56	3,265.06	-	11,930.74	929.15	733.79	351.69	47.9%
2020-03	50	46,601.66	6,759.90	39,841.76	34.53	19,345.16	1,250.04	-	19,212.03	932.03	796.84	386.90	48.6%
2020-04	33	29,753.14	5,657.64	24,095.50	-	10,795.04	151.46	-	13,149.00	901.61	730.17	327.12	44.8%
2020-05	50	45,484.68	3,087.44	42,397.24	-	16,092.79	-	931.30	27,235.75	909.69	847.94	303.23	35.8%
2020-06	52	47,048.72	2,473.71	44,575.01	-	17,576.12	210.94	-	26,787.95	904.78	857.21	338.00	39.4%
2020-07	54	49,998.64	7,014.09	42,984.55	-	13,676.83	253.76	-	29,053.96	925.90	796.01	253.27	31.8%
2020-08	46	41,254.94	3,542.34	37,712.60	-	16,611.32	-	-	21,101.28	896.85	819.84	361.12	44.0%
2020-09	53	48,004.40	3,825.19	44,179.21	-	9,172.53	-	-	35,006.68	905.74	833.57	173.07	20.8%
2020-10	59	56,255.51	4,993.56	51,261.95	-	4,583.42	-	-	46,678.53	953.48	868.85	77.69	8.9%
2020-11	42	38,669.99	494.61	38,175.38	-	494.60	-	-	37,680.78	920.71	908.94	11.78	1.3%
Totals	587	541,095.84	60,642.96	480,452.88	199.10	172,746.31	16,559.35	2,151.65	293,099.77	921.80	818.49	290.62	35.5%

TPL

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	39	35,835.74	3,416.40	32,419.34	248.89	22,281.26	5,521.65	701.74	5,069.28	918.87	831.27	553.32	66.6%
2020-01	38	34,042.96	781.20	33,261.76	3.12	18,755.72	11,502.20	203.04	3,203.76	895.87	875.31	488.23	55.8%
2020-02	32	28,483.08	1,640.06	26,843.02	177.12	20,975.96	916.06	-	4,773.88	890.10	838.84	655.50	78.1%
2020-03	28	25,385.48	2,699.16	22,686.32	9.14	18,535.60	3,044.08	-	1,097.50	906.62	810.23	661.99	81.7%
2020-04	14	12,697.69	1,447.42	11,250.27	6.10	7,697.77	1,098.94	-	2,447.46	906.98	803.59	549.84	68.4%
2020-05	26	22,921.51	1,775.54	21,145.97	-	13,988.08	3,135.00	-	4,022.89	881.60	813.31	538.00	66.2%
2020-06	23	20,998.11	1,300.55	19,697.56	1.52	10,385.17	-	6.10	9,316.97	912.96	856.42	451.26	52.7%
2020-07	30	28,387.10	477.64	27,909.46	-	10,255.08	1,805.92	-	15,848.46	946.24	930.32	341.84	36.7%
2020-08	23	21,610.79	401.81	21,208.98	-	4,522.28	-	-	16,686.70	939.60	922.13	196.62	21.3%
2020-09	22	19,832.67	816.10	19,016.57	-	6,024.91	-	-	12,991.66	901.49	864.39	273.86	31.7%
2020-10	23	18,506.90	-	18,506.90	-	900.82	-	-	17,606.08	804.65	804.65	39.17	4.9%
2020-11	23	22,130.30	-	22,130.30	-	-	-	-	22,130.30	962.19	962.19	-	0.0%
Totals	321	290,832.33	14,755.88	276,076.45	445.89	134,322.65	27,023.85	910.88	115,194.94	906.02	860.05	415.61	48.3%

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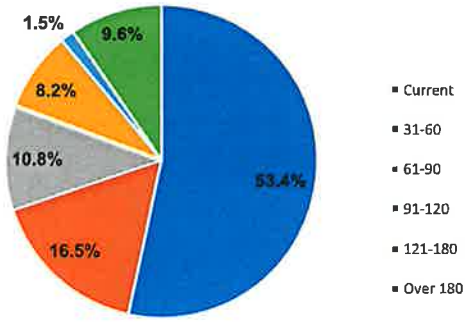
OUTSTANDING AR AGING BY PAYOR CATEGORY

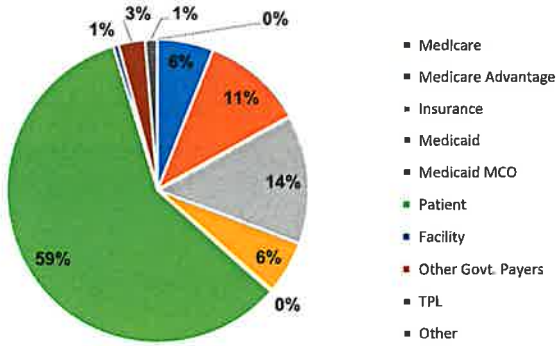
AGING BY AGING DATE & CURRENT PAYOR

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	583,593.07	9,432.88	6,967.38	5,231.92	608.31	2,883.94	608,717.50
Medicare Advantage	939,116.23	114,729.08	27,510.71	9,345.13	6,992.37	14,548.07	1,112,241.59
Insurance	958,757.43	296,375.86	99,302.88	37,728.87	(833.72)	7,903.11	1,399,234.43
Medicaid	387,036.42	97,855.15	48,605.53	29,908.11	6,236.80	5,761.88	575,403.89
Medicaid MCO	5,320.66	4,131.10	2,582.34	1,076.76	-	-	13,110.86
Patient	2,239,334.06	1,073,442.67	867,341.37	738,055.24	129,397.12	926,208.72	5,973,779.18
Facility	24,804.38	3,782.95	5,225.00	2,917.26	4,808.45	17,153.05	58,691.09
Other Govt. Payers	185,004.40	55,146.85	37,492.22	9,037.01	(1,172.64)	2,716.18	288,224.02
TPL	107,653.17	19,416.58	3,277.21	2,951.76	1,749.82	(975.23)	134,073.31
Other	(3,267.69)	-	-	-	-	-	(3,267.69)
Total	5,427,352.13	1,674,313.12	1,098,304.64	836,252.06	147,786.51	976,199.72	10,160,208.18

AR Aging Percent



AR by Payor Category



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ACCOUNTS RECEIVABLE RECONCILIATION REPORT

For Account Period Ending: November 30, 2020

Month	Beginning A/R	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Ending A/R
2020-01	10,194,366.17	3,927,941.46	1,900,926.66	2,027,014.80	14,941.31	1,313,853.46	930,203.40	(3,594.60)	9,965,977.40
2020-02	9,965,977.40	3,938,512.10	1,751,167.66	2,187,344.44	11,548.77	1,224,081.19	879,431.38	(8,981.30)	10,047,241.80
2020-03	10,047,241.80	3,270,352.38	1,777,132.96	1,493,219.42	11,588.98	1,517,481.16	418,946.92	(4,014.21)	9,596,458.37
2020-04	9,596,458.37	2,917,117.96	1,512,767.03	1,404,350.93	10,709.82	1,247,019.39	604,836.91	(9,246.93)	9,147,490.11
2020-05	9,147,490.11	3,204,673.70	1,292,727.88	1,911,945.82	13,761.39	1,051,295.84	835,751.98	(9,614.82)	9,168,241.54
2020-06	9,168,241.54	3,429,246.53	1,440,703.34	1,988,543.19	13,775.13	1,207,008.94	816,904.08	(14,787.73)	9,133,884.31
2020-07	9,133,884.31	4,003,533.45	1,714,859.15	2,288,674.30	12,954.40	1,313,061.31	604,659.01	(12,575.88)	9,504,459.77
2020-08	9,504,459.77	3,713,369.30	1,436,891.14	2,276,478.16	14,962.52	1,207,315.33	814,557.81	(11,131.77)	9,755,234.04
2020-09	9,755,234.04	3,814,419.88	1,648,131.11	2,166,288.77	15,353.60	1,236,119.17	721,198.65	(12,158.04)	9,961,009.43
2020-10	9,961,009.43	3,669,435.07	1,529,566.30	2,139,868.77	14,581.59	1,206,889.12	778,095.37	(5,226.22)	10,106,538.34
2020-11	10,106,538.34	3,510,325.86	1,513,847.17	1,996,478.69	7,249.42	1,183,501.35	757,928.98	(5,870.90)	10,160,208.18
FY Total	10,194,366.17	39,398,927.69	17,518,720.40	21,880,207.29	141,426.93	13,707,626.26	8,162,514.49	(97,202.40)	10,160,208.18

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Invoice Samples

EMS | MC

EMS MANAGEMENT & CONSULTANTS

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

TIME PAYMENT REQUIRED

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109808**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

You have agreed to make a payment, due every 30 days, of $50.00 on the balance listed.

Please make your payment of $50.00 within 30 days to avoid further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A8

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109808
AMOUNT DUE:	**$50.00**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ACTION REQUIRED

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098903**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

WE DO NOT HAVE YOUR INSURANCE ON FILE

Please provide your insurance using any of the contact options listed in the "Need to provide insurance or make a payment?" section. If you do not have insurance, you are responsible for the amount due.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A3

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098903
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

Federal Tax ID:
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAST DUE TIME PAYMENT

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109809**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

We have not received your agreed upon payment of $50.00 on the balance due for this claim within the allotted 30 day period. We request that you pay the full balance to avoid further collection proceedings which could adversely affect your credit rating.

If we do not receive any response within 15 days of the statement date of this letter, we will consider further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A9

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109809
PAST DUE AMOUNT:	**$50.00**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAYMENT REQUIRED
30 DAYS PAST DUE

FEDERAL TAX ID:

The balance listed is past due. You are responsible for the remaining balance unless you have additional insurance.

Your ambulance services claim has been processed or is not covered by your insurance company leaving the outstanding balance listed below. The balance remaining is a result of one of the following reasons from your insurance company:

- charges not covered by your plan
- co-pay, deductible or denial
- payment was made directly to you

Please contact your insurance company directly if you have any questions regarding how your claim was processed. If you would like to provide additional insurance information or make a payment, you may do so using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109814**
Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A14

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109814
PAST DUE AMOUNT:	**$444.40**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Immediate Action Required

FEDERAL TAX ID:

This notice is being sent to you regarding your overdue amount for ambulance services. According to our records, we have filed all appropriate claims with your insurance company (if applicable). The balance shown is now past due and is your responsibility. We request that you pay this amount in full to avoid further collection proceedings which could adversely affect your credit rating. If you have recently paid this bill, please disregard this notice.

If you are unable to pay the remaining balance, you may be eligible for a reasonable payment plan if you contact us immediately.

If we do not receive any response from you within 15 days of the statement date on this letter, we will consider further action that may impact your credit rating. Such collection actions may include collection fees, liens, judgments, and garnishments. Fees may be applied to recover the costs associated with collection towards delinquent accounts. Where applicable, unpaid invoices may be submitted to the state's Tax Garnishment Program to recover delinquent debts. Once your account has been submitted for additional collection efforts, we are unable to stop the collection proceedings. Please pay now to avoid a negative impact on your credit rating, as well as fees, penalties and interest. Thank you for your prompt attention to this important matter.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098902**
Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PAYMENT DUE
FINAL NOTICE

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A2

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098902
PAST DUE AMOUNT:	$444.40
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE REQUEST FORM

FEDERAL TAX ID:

Dear MICKEY M MOUSE:

On the date of service listed, ambulance services were provided to you. We must have your signature in order to submit a claim on your behalf. If you are unable to sign, a representative such as a family member, guardian or other person who arranges for your care, or handles your affairs may sign. The request for authorization to submit a claim in no way represents a guarantee of claim submission or payment by your insurer.

For your convenience, visit www.emsbilling.com/patient to provide your signature electronically.

SIGNATURE REQUIRED IN ORDER TO FILE AMBULANCE CLAIM

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109872**

NEED TO CONTACT US:

ONLINE: www.emsbilling.com/patient
BY MAIL: Complete the below form and return in the envlosed envelope.
BY PHONE: Call us at 1(800) 814-5339 for questions regarding your account Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

PATIENT SIGNATURE STATEMENT

I authorize the submission of a claim for payment to Medicare, Medicaid, or any other payor for any services provided to me in the past, present or in the future, until such time as I revoke this authorization in writing. I understand that I am financially responsible for the services and supplies provided to me, regardless of my insurance coverage and in some cases, may be responsible for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments. I authorize the agency to appeal payment denials or other adverse decisions on my behalf. I authorize and direct any holder of medical, insurance billing or other relevant information about me to release such information and its billing agents, the Centers for Medicare and Medicaid Services, and/or any other payers or insurers, and their respective agents or contractors, as may be necessary to determine these or other benefits payable for any services provided to me, now, in the past, or in the future. I also authorize to obtain medical insurance, billing and other relevant information about me from any party, database or other source that maintains such information.

PATIENT SIGNATURE _____ DATE _____

OR

PATIENT REPRESENTATIVE

If the patient is unable to sign, please complete the section below. **If the reason the patient is unable to sign is not listed below, the patient will remain responsible for the full balance.** Please note, the Patient Representative is not financially liable for services rendered to the patient.

Unable to sign because (REQUIRED): _____

I am signing on behalf of the patient to authorize submission of the claim. By signing below, I acknowledge that I am one of the authorized signers listed below.

- ☐ Patient Legal Guardian
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

REPRESENTATIVE NAME _____ REPRESENTATIVE SIGNATURE _____ DATE _____

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EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:
Incident Number:

In order to file health insurance on your behalf, your signature is REQUIRED.

I request that payment of authorized Medicare, Medicaid, or any other insurance benefits be made on my behalf to the EMS provider for any services provided to me now, in the past, or in the future. I understand that I am financially responsible for the services provided to me regardless of my insurance coverage and in some cases, may be for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments to the EMS provider. I authorize the EMS provider to appeal payment denials or other adverse decisions on my behalf without further authorizations. I authorize and direct any holder of medical information or documentation about me to release such information to the EMS provider, and its billing agents, and/or the Centers for Medicare & Medicaid Services and its carriers and agents, and/or any other payers or insurers as may be necessary to determine these or other benefits payable for any services provided to me now or in the future. A copy of this form is as valid as an original.

Please visit us online at www.emsbilling.com/patient to sign electronically.

Patient signature: _____ Date: _____

Patient Representative: If the patient is unable to sign, please complete the section below. **If the reason the patient is unable to sign is not listed below, the patient will remain responsible for the full balance.** Please note, the Patient Representative is not financially liable for services rendered to the patient.

Unable to sign because (REQUIRED): _____

I am signing on behalf of the patient to authorize submission of the claim. By signing below, I acknowledge that I am one of the authorized signers listed below.

- ☐ Patient Legal Guardian
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

Representative Name _____ Representative Signature _____

Contact Phone # _____ Date _____

INSURANCE INFORMATION

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

ANY ADDITIONAL INSURANCE

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

THIRD PARTY LIABILITY INSURANCE

IF ACCIDENT RELATED, WHAT TYPE OF INSURANCE ARE YOU PROVIDING ?

☐ WORKERS COMPENSATION ☐ AUTO ☐ OTHER INSURANCE

NAME OF INSURED/ POLICY HOLDER _____

CASE/CLAIM NUMBER # _____

EMPLOYER'S NAME AND ADDRESS _____

CLAIM MAILING ADDRESS _____

POLICY HOLDER'S DATE OF BIRTH _____

POLICY HOLDER'S EMPLOYER (IF APPLICABLE) _____

EMPLOYER'S TELEPHONE # _____

INSURANCE CO. TELEPHONE # _____

Need to make a payment?

Credit card or check (ACH) payments can be made at www.emsbilling.com/patient or by calling 1 (800) 814-5339. Payments made via our website will provide a confirmation number and option to receive the confirmation by email. Credit card payments returned by mail will not be processed.

There is a flat $5.00 convenience fee applied to each credit card transaction. To avoid this fee, please pay by check (online/mailed) or money order.

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE AND INSURANCE REQUEST FORM

FEDERAL TAX ID:

Our records indicate that the ambulance services provided were the result of an accident and may be covered by a third party such as workers' compensation, automobile or some other type of liability insurance.

In these cases, third party liability insurance is considered the primary payer and therefore will be filed first.

Please provide the associated third-party liability/motor vehicle insurance as well as your health insurance. In order to file to your insurance, we will need your signature. Please see the "Need to provide insurance or make a payment?" section for how you can provide us this information by mail or online at our patient portal.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098910**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A10

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098910
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

Federal Tax ID:
Incident Number:

EMS | MC

System and Organization Controls (SOC) for Service Organizations SOC 2® Type 2

Report on EMS Management & Consultants, Inc.'s Description of its Revenue Cycle Management Services System and the Suitability of the Design and Operating Effectiveness of Controls Relevant to Security and Confidentiality

For the Period July 1, 2024 to December 31, 2024

INDEPENDENT SERVICE AUDITOR'S REPORT ON A SOC 2 EXAMINATION

Independent Service Auditor's Report on EMS Management & Consultants, Inc.'s Description of its Revenue Cycle Management System and the Suitability of the Design and Operating Effectiveness of Controls Relevant to Security and Confidentiality

To: EMS Management & Consultants, Inc.

Scope

We have examined EMS Management & Consultants, Inc. ("EMS | MC" or the "Company") accompanying description of its Recovery Services system titled "EMS Management & Consultants, inc.'s Description of Its Specialized Revenue Cycle Management Services System" throughout the period July 1, 2024 to December 31, 2024 (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report (With Revised Implementation Guidance—2022)*, in AICPA *Description Criteria*, (description criteria) and the suitability of the design and operating effectiveness of controls stated in the description throughout the period July 1, 2024 to December 31, 2024, to provide reasonable assurance that EMS | MC's service commitments and system requirements were achieved based on the trust services criteria relevant to security and confidentiality (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (With Revised Points of Focus—2022)*, in AICPA *Trust Services Criteria*.

EMS | MC uses a subservice organization to provide data center hosting services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at EMS | MC, to achieve EMS | MC's service commitments and system requirements based on the applicable trust services criteria. The description presents EMS | MC's controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of EMS | MC's controls. The description does not disclose the actual controls at the subservice organization. Our examination did not include the services provided by the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at EMS | MC, to achieve EMS | MC's service commitments and system requirements based on the applicable trust

services criteria. The description presents EMS | MC's controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of EMS | MC's controls. Our examination did not include such complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such controls.

Service Organization's Responsibilities

EMS | MC is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that EMS | MC's service commitments and system requirements were achieved. EMS | MC has provided the accompanying assertion titled "Assertion of the Management of EMS | MC Technology, LLC" (assertion) about the description and the suitability of design and operating effectiveness of controls stated therein. EMS | MC is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization's service commitments and system requirements.

Service Auditors' Responsibilities

Our responsibility is to express an opinion on the description and on the suitability of design and operating effectiveness of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the controls involves the following—

- obtaining an understanding of the system and the service organization's service commitments and system requirements.

- assessing the risks that the description is not presented in accordance with the description criteria and that controls were not suitably designed or did not operate effectively.
- performing procedures to obtain evidence about whether the description is fairly presented based on the description criteria.
- performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria.
- testing the operating effectiveness of controls stated in the description to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria.
- evaluating the overall presentation of the description.

Our examination also included performing such other procedures as we considered necessary in the circumstances.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that individual report users may consider important to meet their informational needs.

There are inherent limitations in any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements are achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the suitability of the design or operating effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of those tests are listed in Section 4 of this report.

Opinion

In our opinion, in all material respects —

a. the description presents EMS | MC's system that was designed and implemented throughout the period July 1, 2024 to December 31, 2024 in accordance with the description criteria.
b. the controls stated in the description were suitably designed throughout the period July 1, 2024 to December 31, 2024 to provide reasonable assurance that EMS | MC 's service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period and if the subservice organization and user entities applied the complementary controls assumed in the design of EMS | MC's controls throughout that period.
c. the controls stated in the description operated effectively throughout the period July 1, 2024 to December 31, 2024 to provide reasonable assurance that that EMS | MC's service commitments and system requirements would be achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of EMS | MC's controls operated effectively throughout that period.

Restricted Use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of EMS | MC, user entities of EMS | MC's Recovery Services system during some or all of the period July 1, 2024 to December 31, 2024, business partners of EMS | MC subject to risks arising from interactions with the system, practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization.
- How the service organization's system interacts with user entities and other parties.
- Internal control and its limitations.
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services.
- Complementary user entity controls and complementary subservice organization controls and how those controls interact with the controls at the service organization to achieve the service organization's service commitments and system requirements.
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services.
- The applicable trust services criteria.
- The risks that may threaten the achievement of the applicable trust services criteria and how controls address those risks.

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Enterprise, Alabama
March 31, 2025

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED EMS Management & Consultants, Inc. 2540 Empire Drive Suite 100 Winston Salem, NC 27103	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Citizens Insurance Company of America 31534 INSURER B: The Hanover American Insurance Company 36064 INSURER C: AXIS Insurance Company 37273 INSURER D: Endurance American Specialty Insurance Com 41718 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W34530749 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		ZBY-D673317-10	08/23/2024	08/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AW6-H950401-03	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UH6-J131275-10	08/23/2024	08/23/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WH6-D673252-07	08/23/2024	08/23/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Crime - Employee Theft/ERISA			P-001-001165120-02	04/30/2024	04/30/2025	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Life Line Billing Systems, LLC
SEE ATTACHED

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 26347216 BATCH: 3593551

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED EMS Management & Consultants, Inc. 2540 Empire Drive Suite 100 Winston Salem, NC 27103
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company NAIC#: 41718

POLICY NUMBER: PRO30001099005 EFF DATE: 04/30/2024 EXP DATE: 04/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Network Security & Privacy Liab	Limit	$5,000,000

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company NAIC#: 41718

POLICY NUMBER: PRO30001099005 EFF DATE: 04/30/2024 EXP DATE: 04/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional/Tech/Media Liab	Limit	$5,000,000

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SR ID: 26347216 BATCH: 3593551 CERT: W34530749

EMS|MC

EMSight™

Empowering Business Intelligence and Reporting

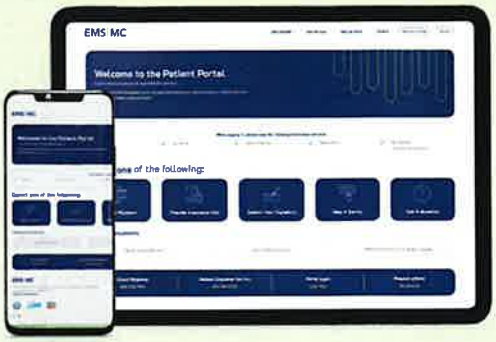
EMSight™ is EMS|MC's secure online business intelligence dashboard designed to enhance reporting and data analysis for healthcare providers. With real-time patient search functionality, collaboration tools, and robust payment posting modules, **EMSight™** offers comprehensive insights into billing and collections through daily, weekly, and monthly reports, all presented in an easy-to-interpret format.

Comprehensive Reporting Tools	• Users can access detailed reports on billing and collections, including summary-level and detail-level data. • Each user is granted individual access to a particular feature or portal based on **job function and preferences**, ensuring relevant and secure data viewing. • There are no limits for the number of client employees accessing **EMSight™**, making it a scalable solution for any organization.
Intuitive Dashboard	• Clients are presented with a detailed dashboard categorized into **Billable Trips, Gross Charges, Net Collections, and Account Receivables**. • Each metric displayed is drillable, allowing users to view second or third-level reports for deeper insights.
Customization and Flexibility	• Reports can be filtered by various criteria, enabling tailored analysis to meet specific client needs. • Export options are available for reports in both Excel and PDF formats, enabling easy sharing and archiving.

EMS | MC

Patient Portal

A quick and secure way to pay your EMS bills and more.



When logging in, please have the following information on hand:

- ✓ First Name
- ✓ Last Name
- ✓ Date of Service
- ✓ Date of Birth
- ✓ Run Number *(Located on your statement)*

Select one of the following:

Make a Payment	Search through your open invoices and make a protected payment via ACH, credit card, Venmo, or Paypal on our PCI DSS compliant server. You can also set up payments that reoccur across a span of 12 months.
Submit your Signature	Safely submit your signature through our dedicated patient portal.
Ask a Question	Ask our customer service department any queries you might have regarding your billings, invoices, and accounts. Callbacks from us can be expected within 5 business days.
Provide Insurance Information	Provide us with any missing or requested insurance information through our secure online platform.
Take a Survey	Share any feedback about your ambulance transport experience with us, so we can improve your customer experience, provided your agency participates in this module.

Additional Documents

Patient Authorization Form | Caller Authorization Form | HIPAA Auth Form for Patient Medicare Appeal

Visit emsmc.com/patient-portal or scan the QR code to access The Patient Portal. If you require any assistance, please contact our Customer Success Team for personalized support.

info@emsmc.com
emsmc.com
336-397-3975

EMS | MC
EMS MANAGEMENT & CONSULTANTS
RESULTS | SERVICE | COMMUNITY

ESCALATION POLICY

All inbound and outbound calls are recorded and can be reviewed upon request. Our phone system tracks all calls from the moment the caller hears the recorded message until the completion of the call. We are able to observe how many seconds they were on the line before selecting a phone tree option, how long they held before speaking to a representative, how long they may or may not have been placed on hold during the call & if the call was transferred. At EMS | MC we understand how important patient satisfaction is, and we don't take it lightly that we represent our clients when patients call. We understand that making this call may not be something patients look forward to since an emergency or life changing event has occurred, but we strive to make this a positive experience, guided by our Customer Service Policy, located in the appendix to our response.

Our main objective is to provide clear communication, consistently informing patients of what we are doing so they don't feel as if their time is being wasted. We understand that every call has different time tolerances, and we get a temperature check with the patient if we believe the call to be lengthy, offering the option to call back at their convenience. At the end of every call we reiterate the reason they called and thank them for doing so.

In addition to clear communication, we have trained our employees to manage the patient's reaction to the trip total bill, even if the amount is correct but the patient is still upset, by explaining all the necessary details. We have found that most patients do not know how trips are billed. Politely explaining the cost associated with emergency responses typically procures a deeper understanding and overall outlook towards the bill.

We also cover best-in-class practices for collecting payments from the patient. We encourage the patient to pay in accordance with your payment terms that we have discussed in your "Client Specifications Document". Depending on the financial situation of the patient, we can also accept "special" payments that they can afford. We never lead the conversation by offering to take the lowest payment approved by you but train our employees to find a compromise that makes both the patient and Village satisfied.

In addition to handling every call politely, professionally and expertly, we train our employees to be thorough and accurate. For example, when adding any information given by the patient, we use a "Military Alphabet" repeat back method to ensure we have captured the information with the utmost precision. We train our employees to never assume the information we have on file is the most up-to-date, and that the best time to update a patient's information is when we have them on the phone to verify that it is correct. On every call, we verify that the address is correct and that we have a current contact number for the patient.

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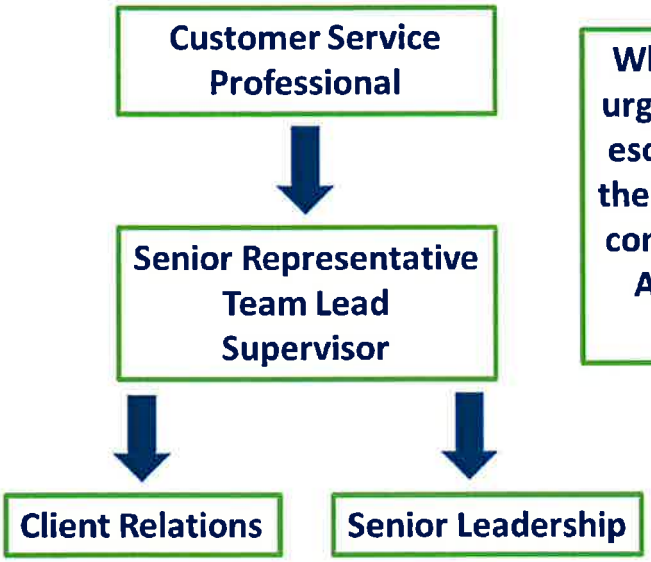
We also prepare our employees on a variety of scenarios that could potentially arise so that they feel prepared and empowered to handle the call to your documented preferences. Over the past 25 years we have learned how to make the patient's experience positive and effective for each customer, this is something we are passionate about.

Customer service and account resolution is our number one priority. We offer a graphic of our escalation procedure for patient complaints if a customer is dissatisfied.



When a patient has an issue that needs urgent resolution, EMS | MC immediately escalates the issue. These issues include the patient discussing legal action, media contact, BBB complaints or notifying the Attorney General. All escalations are responded to within 24 hours.

As a part of EMS|MC's ongoing commitment to excellent customer satisfaction, we are dedicated to enhancing our current level of customer service, company-wide, by developing and delivering a formal comprehensive **Customer Service educational program. Customer satisfaction is a principle that has guided our company since the beginning, and over two decades later it remains a top priority.**

Course content is updated by our Learning & Development Team continuously that focuses on the complete customer service experience: Applying customer service as a business differentiator, managing and resolving customer's issues, anticipating customer's needs while being prepared to deliver on those needs, demonstrating positive attitudes through verbal and non-verbal communication, understanding differences in communication styles, enhancing active listening skills and strengthening prompt follow-up skills for all EMS|MC employees.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: A Resolution Approving a First Amendment to Economic Incentive and Development Agreement between the Village of Northbrook and Hometown Coffee Northbrook, LLC (1290 Shermer Road)

Overview
The passage of the new zoning code presented opportunities to align the development of Hometown Coffee and Juice with the newly adopted code and additional time was required to complete the enhancements; therefore, this is a request to extend the dates for construction commencement and opening of the facility.

Fiscal Impact
A loan of up to $1.5 Million is proposed with interest rate of 6% and a 15-year term to be repaid in part through new Village sales tax revenues which are projected to be generated by Hometown Coffee and Juice (a type of sales tax rebate to the business). Based upon the success of this business in Glencoe, Winnetka and Lake Forest, staff is comfortable that Hometown will be able to generate the projected annual sales tax of $60,000- $80,000 annually to the Village which will support the incentive. Additionally, the loan would require a balloon payment directly from Hometown should any amount of the loan principal not be repaid by the new sales tax, all described in greater detail in the attached draft agreement. To date, the loan has not been made as it is intended to align with the new construction work associated with the redevelopment.

Recommendation
Approval.

Background

The property known as 1290 Shermer has been on the market and been the location of multiple uses, including medical office, commercial and the Northbrook Public Library. On November 12, 2024 the Village Board approved a loan as a financial incentive to bring Hometown Coffee and Juice to Northbrook. Consistent with that approval, the lease for the property was executed and plans were developed to renovate the facility. The approval of the new zoning code triggered some opportunities to redesign the development, including a small addition optimizing both indoor and outdoor service. While the interior demolition was initiated,

due to reworking their design to align with the new zoning code, Hometown will not meet the construction or restaurant opening targets outlined in the original loan agreement.

Hometown is requesting an amendment to the agreement to allow construction to commence as early as April 30, 2026 but no later than July 31, 2026 and projects the store will be open no later than September 30, 2026. All other conditions and requirements in the agreement remain the same.

Hometown Coffee and Juice indicated that an economic incentive remains necessary to financially proceed with the proposed development. Based on a thorough review of the performance of Hometown's other similar concept restaurants in Glencoe, Winnetka and Lake Forest, it is estimated that the sales tax revenue from the property will be between $60,000 - $80,000 annually. The redesigned development enhancements proposed increase the construction investment from $1.5 Million to $2.5 Million.

The development remains consistent with the Village comprehensive plan, downtown plan, and new zoning code. In addition, the Economic Strategy Commission recommended providing targeted economic incentives create and maintain a vibrant downtown with complimentary businesses that draw customers from both within and outside of Northbrook. A capital investment of $2.5 Million combined with projected annual sales make the proposed investment and redevelopment critical for the current and future vitality of the downtown. Staff recommends approval of the amendment and extension of time.

A Resolution Approving First Amendment to Economic Incentive Agreement with Hometown
First amendment to economic incentive agreement for Hometown
Supplemental - Hometown Coffee and Juice Staff Report

Resolution 2025-

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

A Resolution Approving a First Amendment to Economic Incentive and Development Agreement between the Village of Northbrook and Hometown Coffee Northbrook, LLC

(1290 Shermer Road)

is hereby adopted, as follows:

Section 1. RECITALS.

Hometown Coffee Northbrook, LLC ("***Operator***") entered into a lease for the property located at 1290 Shermer Road, Northbrook, Illinois ("***Property***") for the purpose of constructing improvements for the operation of an approximately 4,450 square foot Hometown Coffee & Juice-branded cafe on the Property selling, among other things, coffee, juice, breakfast, and lunch offerings, with an outdoor patio and indoor private event space ("***Development***").

On November 12, 2024, the Village and Operator entered into an Economic Incentive and Development Agreement ("***Agreement***"), whereby the Village agreed to finance certain costs related to the Development through an economic development loan.

The Agreement requires that construction of the Development must be commenced by July 31, 2025 and completed (as evidenced by a certificate of occupancy issued by the Village), and the business open to the public no later than December 31, 2025 ("***Construction Deadlines***").

Operator has requested an amendment to the Agreement to extend the Construction Deadlines ("***First Amendment***").

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

Section 2. APPROVAL OF FIRST AMENDMENT.

The First Amendment by and between the Village and Operator shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A***.

Section 3. EXECUTION OF FIRST AMENDMENT.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the First Amendment upon receipt of at least five copies fully executed by Operator and any other person or entities whose consent is required. If documents are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. EFFECTIVE DATE.

The approval of this Resolution shall be in full force and effect following its passage by the Board of Trustees in the manner provided by law.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST:

/s/
Village President

/s/
Village Clerk

FIRST AMENDMENT TO ECONOMIC INCENTIVE AND DEVELOPMENT AGREEMENT

(1290 SHERMER ROAD)

THIS FIRST AMENDMENT TO ECONOMIC INCENTIVE AND DEVELOPMENT AGREEMENT ("***First Amendment***") dated as of the __th day of December, 2025 (***"Effective Date"***) and is by and between the **VILLAGE OF NORTHBROOK,** an Illinois home rule municipal corporation ("***Village***"), and **HOMETOWN COFFEE NORTHBROOK, LLC**, an Illinois limited liability company ("***Operator***").

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

Section 1. RECITALS.

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

B. The Village and Operator entered into that certain "Economic Incentive and Development Agreement" dated November 12, 2024 (the "***Agreement***"), related to the use, development and operation of the property located at 1290 Shermer Road, Northbrook, Illinois described in ***Exhibit A*** attached hereto and referred to in the Agreement as the "***Property***."

C. The Agreement requires that construction of the Development, as defined in the Agreement, must be commenced by July 31, 2025 and completed (as evidenced by a certificate of occupancy issued by the Village), and the business open to the public no later than December 31, 2025 ("***Construction Deadlines***"). Operator has requested an amendment to the Agreement to extend the Construction Deadlines as set forth in this First Amendment.

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

Section 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Agreement.

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

Section 3. AMENDMENTS TO SECTION 5.B. – Construction and Operation. Section 5.B, titled "Development and Operation of the Property; Construction and Operation," of the Agreement is hereby amended to read as follows:

"B. Construction and Operation.

1. Operator anticipates commencing construction of the Development as early as April 30, 2025~~5~~**6**, but must commence construction no later than July 31, 2026~~5~~ and must diligently pursue the construction of the Development in accordance with the Development Plans. The Village will not unreasonably withhold or delay issuance of any complete and properly filed application for a building permit.

2. Construction of the Development must be complete (as evidenced by a certificate of occupancy issued by the Village), and the business open to the public no later than **September 30, 2026** ~~December 31, 2025~~ **(subject to extension due to Force Majeure)**.

3. Once construction is complete and the Development is open to the public, Operator must continuously operate and maintain the Development for the entire term of the Loan, subject to temporary closures lasting no longer than 180 days, and subject to Force Majeure."

Section 4. AUTHORITY TO EXECUTE.

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

[END OF TEXT - SIGNATURE PAGES FOLLOW]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description for Property

THAT PART OF THE WEST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF SHERMER ROAD 82.07 FEET NORTHEASTERLY (AS MEASURED ON THE NORTHWESTERLY LINE OF SHERMER ROAD) FROM THE INTERSECTION OF THE WESTERLY LINE OF CHURCH STREET EXTENDED NORTHERLY, THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF SHERMER ROAD, A DISTANCE OF 184.43 FEET TO THE WESTERLY LINE OF WOOD PROPERTY AS OCCUPIED JULY 10, 1953; THENCE NORTH WESTERLY 100 FEET ON THE WESTERLY LINE OF WOOD PROPERTY AS OCCUPIED BEING A LINE FORMING AN ANGLE OF 108 DEGREES 08 MINUTES 30 SECONDS WHEN MEASURED FROM WEST TO NORTH; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 189.7 FEET; THENCE SOUTHEASTERLY 158.1 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-10-300-032-0000

Address: 1290 Shermer Road, Northbrook, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on December 2, 2025, by Louis Rubin, the Managing Member of **HOMETOWN COFFEE NORTHBROOK, LLC,** an Illinois limited liability company, as his free and voluntary act in his capacity as Managing Member of said company for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

June 13, 2026

OFFICIAL SEAL
E E MYERS
Notary Public - State of Illinois
My Commission Expires June 13, 2026

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

ATTEST:

_____

Name:_____

Its:_____

HOMETOWN COFFEE NORTHBROOK, LLC, an Illinois limited liability company

_____

By: LOUIS RUBIN

Its: MANAGING MEMBER

ATTEST:

_____

Village Clerk

VILLAGE OF NORTHBROOK, an Illinois municipal corporation

_____

Cara Pavlicek, Village Manager

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2025, by Cara Pavlicek, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

MEMORANDUM

To: Cara Pavlicek, Village Manager
From Amy McEwan, Director of Development & Planning Services
Cc: Steve Elrod, Village Attorney
Date: November 24, 2025
Subject: Hometown Coffee and Juice

The property known as 1290 Shermer has been on the market and been the location of multiple uses, including medical office, commercial and the Northbrook Public Library. On November 12, the Village Board approved a loan as a financial incentive to bring Hometown Coffee and Juice to Northbrook. Consistent with that approval the property was acquired, and plans were developed to renovate the facility. The approval of the new zoning code triggered some opportunities to redesign the development including a small addition optimizing both indoor and outdoor service. While the interior demolition was initiated, due to reworking their design to align with the new zoning code, Hometown will not meet the construction or restaurant opening deadlines outlined in the original loan agreement.

Hometown is requesting an extension of the agreement to allow construction to commence as early as April 30, 2026 but no later than July 31, 2026 and projects the store will be open no later than September 30, 2026. All other conditions and requirements in the agreement remain the same.

Hometown Coffee and Juice indicated that an economic incentive remains necessary to financially proceed with the proposed development. Based on a thorough review of the performance of Hometown's other similar concept restaurants in Glencoe, Winnetka and Lake Forest, it is estimated that the sales tax revenue from the property will be between $60,000 - $80,000 annually. The development enhancements proposed increase the construction investment from $1.5 Million to $2.5 Million.

The development remains consistent with the Village comprehensive plan, downtown plan, and new zoning code. In addition, the Economic Strategy Commission recommended providing targeted economic incentives create and maintain a vibrant downtown with complimentary businesses that draw customers from both within and outside of Northbrook. A capital investment of $2.5 Million combined with projected annual sales make the proposed investment and redevelopment critical for the current and future vitality of the downtown. Staff recommends approval of the extension of time.

The details of the Village Board approved a loan to Hometown Coffee include a $1.5 Million loan with 6% interest for a 15-year term, and to be repaid in part through new Village sales tax revenues projected to be generated by Hometown Coffee and Juice (a type of sales tax rebate to the business). Staff reviewed the success of their other facilities in neighboring villages and are comfortable that Hometown will generate sufficient annual sales to repay the loan. Additionally, the loan requires a balloon payment directly from Hometown should any amount of the loan principal not be repaid by the new sales tax, all described in greater detail in the attached draft agreement.

Loan Amount: $1.5 Million **Loan Term: 15 Years** **Loan Interest: 6%**

Among the key provisions of the draft Incentive Agreement are:

- No disbursement of funds until all the following occur: (1) Hometown leases the property; (2) Hometown executes a Note document in favor of the Village, and (3) Hometown incurs

construction costs

- In the unlikely event that the construction costs are less than $1.5 million, the Village loan will be reduced proportionately

- If the Village adopts a Village-wide Food & Beverage tax, any amount received from that tax will not be used to reduce the loan principal (the Village will retain 100% of any such tax)

- The Loan terminates (and the principal balance will become due) if any of the following occur (1) the lease agreement is terminated, (2) the operator defaults under the Note, (3) the Operator fails to build the development in accordance with the Development Plans, (4) the Operator abandons the property or ceases to operate a Hometown Coffee facility on the property (5) construction does not commence by July 31, 2026 (note: construction is actually expected to commence by April 30, 2026), and (6) the store does not open to the public by September 30, 2026.

- The Loan will be secured by (1) a Corporate Guaranty executed by the parent company Hometown Coffee & Juice, LLC (2) a security interest in the Furniture, Fixtures, and Equipment, and (3) a second mortgage on the property if an affiliate or subsidiary of Hometown Coffee & Juice LLC is the owner of the property.

- The Village will have the ability to inspect the books and records

- All of the Village's standard indemnitees, fee payment provisions, legal fee reimbursement, and enforcement clauses are in the document

A key to the incentive is the success demonstrated by this specific business in multiple locations supports the business's ability to draw significant customer traffic to Northbrook's downtown. In the unlikely event the business fails to generate sufficient sales tax revenue, all outstanding balance will be repaid by Hometown. Loan security to benefit the Village is also a condition. No property tax incentives are provided.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-12-09
Subject: An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois

Overview

On a continual basis, staff evaluates expenditures to ascertain that there are no significant budget overages which may be due to various factors, including but not limited to, supply chain issues, unexpected capital costs, etc. Staff then brings forward an Ordinance for amending the adopted budget to appropriate necessary funds that consist of carryforward appropriations from the prior year, reallocations between or among accounts, and new money requests.

Fiscal Impact

The Ordinance includes the following:

- "New funding" amendments totaling $3,495,046 which will either reduce a budgeted surplus or increase a budgeted deficit.
- "Carryover" amendments which shifts some or all of an unspent appropriation from the prior fiscal year to the current fiscal year budget. The carryover amount is incorporated in the current fiscal year's beginning fund balance since it was never spent last year. The requested carryover amount in this batch of amendments totals $442,643.
- "Reallocation" amendments which are merely moving funds between or among general ledger accounts. These have no net impact on the Village's finances or aggregated fund balance, as staff is merely requesting to shift unused appropriations from one account to another account.

Recommendation

Approval.

Background

An Ordinance has been prepared to modify specific appropriations in the Fiscal Year 2026 Adopted Budget. On a continual basis, staff evaluate expenditures to ascertain that there are no significant overages. When an actual expenditure in any particular general ledger account exceeds the amount appropriated, a budget amendment is usually required. However, from a legal perspective, as long as the sum of all aggregated expenditures in each Fund are at or below that Fund's aggregated appropriations, budget amendments are not required. However, the Village takes a stricter approach and reviews its actual budget variances at the general

ledger account level rather than the aggregate Fund level.

There are three types of budget amendments as outlined below:

1) A "reallocation" amendment is merely moving a portion of an unspent appropriation from one general ledger account to another general ledger account. Such reallocations may be within the same operating department, different operating departments, or even different Funds. These amendments will no overall impact on the budget as a whole since funding is merely being moved of shifted between or among accounts.

2) A "carryover" amendment is often used when a prior fiscal year appropriation is not completely expended in the original budget year. The unexpended amount from the prior fiscal year may then be "carried over" into the current fiscal year. Such carryover amendments should not necessarily be viewed with a negative connotation, as this is most often just the result from larger projects that span over multiple fiscal years or vendor/contractor billing delays. Another example of a situation calling for a carryover amendment is when merchandise is unavailable in the initial budget year or a product is purchased in fiscal year "1" but subsequently delivered in fiscal year "2". The carryover amendments for consideration under this category total $442,643 as the result of a delay in vendor invoicing.

3) "New funding" amendments are for adding an additional appropriation above and beyond what was previously adopted by the Village Board. Such new funding requests are often needed when unexpected costs are incurred or the costs included in the original appropriations were underestimated. New money funding appropriations will either reduce a year-end surplus or add to a year-end deficit. The total new funding budget amendments for Board consideration as included herein total $3,495,046. Of this amount, $2,539,814 is being requested as an amendment to make an interfund transfer of declared surplus from the General Fund to the CIP Facility Fund (previously discussed and authorized at the November COW meeting). The other large amendments in this category include $350,000 for the partial roof replacement at Crestwood Place, also previously approved by the Village Board, as well as $195,312 to make an interfund transfer, pursuant to Village policy, of calculated FY25 surplus ambulance collections into the Police and Fire Pension Funds, evenly distributed.

An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois
Q2 Budget Amendments Summary and Detail

Ordinance 2025-__

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

An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois

is hereby adopted, as follows:

Section 1. Fiscal Year 2026 Annual Budget Amendment.

The following expenditures as contained in the Fiscal Year 2026 Annual Budget are hereby amended as set forth in the "Requested Budget Amendments by Line Item," attached hereto and incorporated herein by reference.

Section 2. Severability and Repeal of Inconsistent Ordinances.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date.

This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

ADOPTED:

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village

Requested Budget Amendments by Line Item

Fiscal Year 2026, Q2 (12/9/25)

Managing

	GL#	Account Description	Fund	Department/Division	Current	Amended	Net Change	Key Code	Page # in Packet
A	40-7400-531-18	Streetscape, Gateway & Wayfinding	Infrastructure	Public Works	1,920,000	2,362,643	442,643	CF	1
							442,643		

GL#	Account Description	Fund	Department/Division	Current	Amended	Net Change	Key Code	
11-1110-554-00	Other Prof. Services	General	VMO	420,000	325,000	(95,000)	RA	2
11-1110-554-09	Strategic Planning	General	VMO	-	95,000	95,000	RA	2
11-4100-524-77	Maintenance - Buildings and Grounds (Village Hall)	General	Public Works	28,050	26,495	(1,555)	RA	3
11-4100-524-78	Maintenance - Buildings and Grounds (Generator Maintenance)	General	Public Works	12,875	14,430	1,555	RA	3
						-		

	GL#	Account Description	Fund	Department/Division	Current	Amended	Net Change	Key Code	
	11-1300-975-38	Interfund Transfer CIP Facilities	General	Finance	-	2,539,814	2,539,814	N	4
	11-1300-975-41	Interfund Transfer Police Pension	General	Finance	400,000	497,656	97,656	N	5
	11-1300-975-42	Interfund Transfer Fire Pension	General	Finance	400,000	497,656	97,656	N	5
	11-2100-705-31	Department Equipment	General	Police	731,700	751,170	19,470	N	6
	11-2100-708-00	Vehicles	General	Police	185,598	244,630	59,032	N	7
	11-3100-614-00	Automotive Parts & Supplies	General	Fire	82,400	102,400	20,000	N	8
	11-4100-524-73	Maintenance - Buidlings and Grounds	General	Public Works	23,725	44,680	20,955	N	9
	11-4100-555-71	Custodial Services - Fleet Maintenance Garage	General	Public Works	2,820	7,674	4,854	N	10
	11-4100-555-76	Custodial Services - Fire Stations	General	Public Works	12,350	13,060	710	N	11
	11-4100-555-77	Custodial Services - Village Hall	General	Public Works	40,940	43,232	2,292	N	12
	11-4100-585-72	Solid Waste Management - Parkway Trees	General	Public Works	12,125	28,125	16,000	N	13
	11-4100-625-73	Snow and Ice Removal Materials	General	Public Works	156,150	175,891	19,741	N	14
	11-6300-584-00	Contributions	General	DPS	120,000	125,827	5,827	N	15
	15-7100-703-00	Building and Permanent Improvements	Senior Housing	Finance	109,000	459,000	350,000	N	16
	16-4190-708-00	Vehicles	Stormwater	Public Works	100,000	136,224	36,224	N	17
	21-4180-554-00	Other Professional Services	Water	Public Works	489,795	535,618	45,823	N	18
	22-7200-555-00	Custodial Services - Commuter Train Station	Parking	Public Works	3,550	12,553	9,003	N	19
A	40-7400-531-18	Streetscape, Gateway & Wayfinding	Infrastructure	Public Works	2,362,643	2,512,632	149,989	N	20
							3,495,046		

TOTAL **$ 3,937,689**

Budget Amount Tracker: "A" — Indicates an amendment for the same GL. This includes a carryover amendment using unused FY25 funds, as well as a new money amendment to cover the remaining shortfall needed to fully fund the total requested amount.

Key: CF=Prior Year Carryforward N=New Funding RA= Reallocation

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

PRIOR YEAR CARRYOVER REQUEST

Submitted by: Kelly Hamill
Title: Director of Public Works

	Prior Yr Budget From **GL #**	Current Yr Budget To **GL #**	Prior Yr. **Budget**	Prior Yr. **Unspent**	Current Yr Budget	Requested C/O Amount	Recommended Current Yr Amended
	40-7400-531-18	40-7400-531-18	1,545,000	442,643	1,920,000	442,643	2,362,643
Account Descriptions →	Streetscape, Gateway & Wayfinding	Streetscape, Gateway & Wayfinding					
Budget Page # →	210	234					

Explanation Below

This carryover budget amendment is for the remaining payout of the Phase I of the Northbrook Downtown Infrastructure and Streetscape project. The project was substantially completed earlier this year, however the timing of invoices from the contractor and payouts by the Village have resulted in some costs being incurred this fiscal year instead of last. The project has been completed and all payments will be paid in this current fiscal year.

Additionally, this budget amendment assures there are sufficient funds for the remainder of the encumbrance for the Gateway sign installation when completed.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jim Hawkins
Title: Deputy Village Manager

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-1110-554-00	11-1110-554-09	420,000	95,000	325,000	-	95,000	95,000
Account Descriptions →	Other Prof. Services	Strategic Planning						
Budget Page # →	83	N/A						

** Includes any prior approved amendments

Explanation Below

1. At the August 26, 2025 Village Board meeting, the Board approved Ordinance 2025-49 Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook.

Overview: This Ordinance approved carrying over $80,000 for BerryDunn as part of the prior year unspent budget of $496,425 into GL# 11-1110-554-00.

2. GL# 11-1110-554-00 already included $15,000 allocated for "Strategic Planner."

3. On August 28, 2025, to improve expense tracking, a new GL# 11-1110-554-09 titled "Strategic Planning" was created.

4. The approved carryover of $80,000 and $15,000 from the "Strategic Planner" as mentioned above will be reallocated to GL# 11-1110-554-09, consolidating a totaling $95,000.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From **GL #**	To **GL #**	Current Yr Budget**	Requested Amount	Current Yr Amended	Current Yr Budget**	Requested Amount	Recommended Current Yr Amended
	11-4100-524-77	11-4100-524-78	28,050	1,555	26,495	12,875	1,555	14,430
	Maintenance - Buildings and Grounds (Village Hall)	Maintenance - Buildings and Grounds (Generator Maintenance)						
Account Descriptions								
Budget Page #	201	201						

** Includes any prior approved amendments

Explanation Below

The funds in this account are utilized to cover costs related to routine maintenance, load bank testing, and any other essential repairs for facility generators. The unforseen emergency repair of the Fire Station 11 generator control totaled $7,425.

Reallocate surplus funds related to the maintenance of the Village Hall buildings and grounds account 11-4100-524-77, to cover the the overage from the emergency generator repair at Fire Station 11 in account 11-4100-524-78, for a total amount requested of $1,555.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Steve Drazner

Title: CFO

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-1300-975-38	-	2,539,814	2,539,814
Account Description →	Interfund Transfer CIP Facilities			
Budget Page # →	118			

** Includes any prior approved amendments

Explanation Below

Per Village policy, 70% of the determined excess surplus General Fund revenues are to be transferred into the CIP Facilities Fund in order to assist funding the new Fleet, Fire Station 11, and Police facility projects. The calculated GF excess based on the FY25 audited results is $3,628,306, of which, $2,539,814 will be transferred into the CIP Facilities Fund per village policy. This leaves a remaining balance of $1,088,492.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Steve Drazner

Title: CFO

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
Interfund Transfer Police Pension	11-1300-975-41	400,000	97,656	497,656
Interfund Transfer Fire Pension	11-1300-975-42	400,000	97,656	497,656
Account Description →	Interfund Transfers			
Budget Page # →	118			

** Includes any prior approved amendments

Explanation Below

Per Village policy, excess ambulance service revenues over $2,000,000 are to be transferred equally into the police and firefighters pension funds to help in accelerating the reduction of unfunded liabilities. The transfers to be made in FY26 are based on the FY25 audited results. Per the FY25 audit, the excess ambulance revenue over $2,000,000 was calculated to be $995,312. Based on this excess, $497,656 will be tranferred into each public safety pension fund. The amount budgeted for these transfers was $400,000 and this amendment will add $97,656 to each transfer account in order to complete the transfers.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2100-705-31	731,700	19,470	751,170
Account Description →	Department Equipment			
Budget Page # →	159			

** Includes any prior approved amendments

Explanation Below

This budget amendment reflects the cost to purchase adequate respiratory protection to be used by our Police Officers in the case of an operational scenario which might include chemical agents. Current equipment has reeached the end of its useful life and recent incidents have underscored the operational risk these scenarios pose.

There are no funds available from another account to reclassify and, therefore, this is a new money request. Board approval of this request will result in a year-end reduction in General Fund surplus.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2100-708-00	185,598	59,032	244,630
Account Description →	Vehicles			
Budget Page # →	159			

** Includes any prior approved amendments

Explanation Below

This budget amendment reflects the cost to replace a Police Department vehicle (Unit #45), including accessories, that was damaged in a traffic accident and deemed a total loss by our insurance provider. Funds in the amount of $19,960 were received as insurance proceeds to offset the expense of replacing this vehicle. This purchase will be a part of the December 9, 2025 Board of Trustees meeting.

There are no funds available from another account to reclassify and, therefore, this is a new money request. Board approval of this request will result in a year-end reduction in General Fund surplus.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Matthew Vanderweel

Title: Deputy Fire Chief

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-3100-614-00	82,400	20,000	102,400
Account Description →	Automotive Parts & Supplies			
Budget Page # →	175			

** Includes any prior approved amendments

Explanation Below

The fire department budget contains funds for vehicle maintenance, parts and supplies. Through the first two quarters of FY26, several unanticipated repairs to fire department vehicles accounted for $48,200 in expenses that were not originally budgeted for.

Currently, over 90% of the budgeted amount in 11-3100-614-00 for automotive parts has been exhausted. After consulting with the Village's fleet manager, the fire department is requesting an additional $20,000 be added to account 11-3100-614-00 to allow for the purchase of automotive parts for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Public Works Director

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-524-73	23,725	20,955	44,680
Account Description →	Maintenance - Buildings and Grounds			
Budget Page # →	201			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the maintenance of the Public Works Center (PWC) building and grounds. Through the second quarter of FY26, three unforeseen accidents have occurred at the Public Works Center that have resulted in damage to the facility. These have included damage to the salt shed roof and two to overhead doors. These incidents have totaled $17,285 in unplanned expenses. Claims for these damages have been submitted through IRMA.

To fund the overage due to the unanticipated expenses and also ensure there is adequate funding for ongoing maintenance of the PWC, an additional $20,955 is requested for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Publc Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-555-71	2,820	4,854	7,674
Account Description →	Custodial Services - Fleet Maintenance Garage			
Budget Page # →	203			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to custodial maintenance for Fleet Maintenance Garage. At the beginning of FY26, a new contractor for custodial maintenance was approved by the Board with Resolution 2025-R-48 on April 22, 2025. The new contract increased costs related to standard maintenance services. The total requested amount is $4,854 for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-555-76	12,350	710	13,060
Account Description →	Custodial Services - Fire Stations			
Budget Page # →	203			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to custodial maintenance for Fire Station 11 (Admin). At the beginning of FY26, a new contractor for custodial maintenance was approved by the Board with Resolution 2025-R-48 on April 22, 2025. The new contract increased costs related to standard maintenance services. The total requested amount is $710 for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-555-77	40,940	2,292	43,232
Account Description →	Custodial Services - Village Hall			
Budget Page # →	203			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to custodial maintenance for the Village Hall. At the beginning of FY26, a new contractor for custodial maintenance was approved by the Board with Resolution 2025-R-48 on April 22, 2025. The new contract increased costs related to standard maintenance services. The total requested amount is $2,292 for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Public Works Director

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-585-72	12,125	16,000	28,125
Account Description →	Solid Waste Management - Parkway Trees			
Budget Page # →	204			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the disposal of logs resulting from parkway tree removals, as well as the hauling of wood chips, spoils, and leaf debris collected during street sweeping operations. A unit-price contract with Weidner Farms was authorized with Resolution 2025-R-30 to provide raw materials such as stone, dirt or sand, and to dispose of spoils such as debris from water main breaks, asphalt, concrete, and wood chips/logs from tree work. This Resolution was approved on April 8, 2025.

Prior to this fiscal year, the Village was able to recycle logs for no cost with firms that would reuse them for flooring or other wood crafts. Those firms are no longer offering that service. As such the Village accumulated a large number of logs from tree removals and needed to dispose of them to ensure there was sufficient room for the storage of materials in the yard at the Public Works Center. Also as this was the cost effective prior disposal method, the disposal of these logs was not included in the budget request for this Fiscal Year.

A change order to the Purchase Order (SO21887) associated with this contract was approved in the amount of $14,000 for the removal of these logs associated with account 11-4100-585-72. To account for this change order as well as provide additional funds for any unforeseen expenditures staff is recommending a total budget amount of $16,000. A total of $114,101 remains available on the Purchase Order across all the accounts associated with it.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-625-73	156,150	19,741	175,891
Account Description →	Snow and Ice Removal Materials			
Budget Page # →	206			

** Includes any prior approved amendments

Explanation Below

The Public Works Department utilizes rock salt to de-ice roadways during the winter months and annually places an order from Morton Salt via the State of Illinois's joint purchasing program for rock salt. In November 2024, Public Works had approximately 2,800 tons of rock salt in storage. That inventory level was deemed ample for the remainder of the FY25 winter season. However, due to several snow and ice events that occurred during the end of the FY25 winter season after the annual budget was developed, salt reserves were reduced more than expected. As a result, the procurement of additional rock salt was needed for the FY26 winter season.

Taking into account the current stock on hand and the anticipated quantity needed for the FY26 winter season, the base bid quantity for FY26 was set at 2,400 tons at a cost of $126,471. The Village Board approved Resolution 2025-R-179 on November 11, 2025 authorizing this amount and these purchases.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: S. Drazner

Title: CFO

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-6300-584-00	120,000	5,827	125,827
Account Description →	Contributions			
Budget Page # →	220			

** Includes any prior approved amendments

Explanation Below

The Village annually allocates ten percent (10%) of its estimated hotel tax revenues to the Northbrook Chamber of Commerce and Industry to support the local business community. The FY26 General Fund budget includes $68,000 in GL account 11-6300-584-00 for this contribution. Based on prior year audited revenue, actual hotel tax collections will increase the Chamber's contribution by $5,827. This budget amendment adjusts the appropriation to reflect the final contribution amount.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: S. Drazner

Title: CFO

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	15-7100-703-00	109,000	350,000	459,000
Account Description →	Building and Permanent Improvements			
Budget Page # →	292			

** Includes any prior approved amendments

Explanation Below

Funds totaling $100,000 were allocated in the FY26 Annual Budget for the initial phase of the Crestwood Place Roof Replacement Project. During FY25, the Village contracted with Lakeland Exteriors & Roofing to perform an inspection and assessment of the roof system. Results of this assessment were used in estimating the cost and timeline for roof replacements. At the October 14, 2025 Village Board meeting, the Board adopted the Crestwood Roof resolution 2025-R-157. This budget amendment accounts for the difference between the original budgeted amount and the final projected cost of the work.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	16-4190-708-00	100,000	36,224	136,224
Account Description →	Vehicles			
Budget Page # →	282			

** Includes any prior approved amendments

Explanation Below

This account includes capital costs for vehicles within the Stormwater Fund. The replacement of the Vactor hopper (rear tank on the vehicle that collects debris) and the hopper door for this piece of equipment have been identified for replacement in order to extend the useful life of this vehicle and as identified in the Village's Five-Year Capital Improvement Plan, 2026-2030.

The FY26 budget allocated $100,000 for this replacement vehicle, however, due to the unanticipated increased costs for manufacturing the replacement parts, the quote for the replacement increased to $123,924. To fund the increase, as well as include the authorized contingency in amount of $12,300 for additional repairs if needed, $36,224 is requested for the purchase of the Vactor hopper. Resolution 2025-R-154 was approved by the Village Board on October 14, 2025 authorizing this expenditure.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	21-4180-554-00	489,795	45,823	535,618
Account Description →	Other Professional Services			
Budget Page # →	259			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the Village's cross connection control program. The Agreement with the Village's contractor expired September 2023, but due to an administrative oversight, BSI continued to provide the Village with the same level of service, under the same terms and conditions of the original contract, ensuring the Village's compliance with IEPA's regulations.

The FY26 budget allocated $98,855 for these contractual services, which is sufficient to cover the FY26 contractual amount ($66,538). However, in order fund the amount owed from the previous contract ($78,140), an additional $45,823 is requested for the remainder of FY26. Both the new Agreement and the Amendment to the previous contract was approved by the Village Board at it's August 8, 2025 meeting.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

		Current Yr	Requested	Recommended Current Yr
	GL #	Budget**	Amendment	Amended
	22-7200-555-00	3,550	9,003	12,553
Account Description →	Custodial Services - Commuter Train Station			
Budget Page # →	297			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to custodial maintenance for the Village-owned Metra Station. At the beginning of FY26, a new contractor for custodial maintenance was approved by the Board with Resolution 2025-R-48 on April 22, 2025. The new contract increased costs related to standard maintenance services. The total requested amount is $9,003 for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	40-7400-531-18	2,362,643	149,989	2,512,632
Account Description →	Streetscape, Gateway & Wayfinding			
Budget Page # →	234			

** Includes any prior approved amendments

Explanation Below

This budget amendment is for the remaining payout of the Phase I of the Northbrook Downtown Infrastructure and Streetscape project. The project was substantially completed earlier this year, however the timing of invoices from the contractor and payouts by the Village have resulted in some costs being incurred this fiscal year instead of last. The project has been completed and all payments will be paid in this current fiscal year.

This budget amendment reflects the $149,989 shortfall from the carryover amendment included in this batch.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: A Resolution Approving a Transferee Assumption Agreement for Techny Crossing Resubdivision (2005 Techny Road) (BOT-25-19)

Overview
American Techny LLC has acquired the property at 2005 Techny Road for the purpose of completing the previously approved three-lot subdivision and the construction of three new single-family homes.

Fiscal Impact
N/A.

Recommendation
Approval.

Background

The applicant, American Techny LLC, as property owner is requesting approval of a transfer of a previously approved Subdivision and Development Agreement for the Techny Crossing Resubdivision, a three-lot detached single-family subdivision, located at 2005 Techny Road.

On December 9, 2025, the Board of Trustees will consider a Resolution approving a Transferee Assumption Agreement of the Subdivision and Development Agreement for Techny Crossing Resubdivision. The Board had previously approved a three-lot single-family subdivision located at 2005 Techny Road to Techny Crossing, LLC, the previous owner of the subject property. The original agreement was approved by the Village of Northbrook on July 18, 2023 and recorded on November 17, 2023.

Following the approval, the property has remained vacant. The new applicant has stated that they would develop the property in accordance with the previously approved plans and approval documents.

The Applicant and staff will attend the December 9, 2025 Board of Trustees meeting to answer any questions.

Resolution Approving Transfer Agreement with American Techny LLC - 2005 Techny
Resolution Exhibit A-B - 2005 Techny
Supplemental - Applicant Submittal - 2005 Techny

RESOLUTION NO. 25-R-

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

A Resolution Approving a Transferee Assumption Agreement for Techny Crossing Resubdivision [2005 Techny Road]

is hereby adopted, as follows:

Section 1. Recitals.

The Village previously approved a rezoning, subdivision and other zoning relief for the property commonly known as 2005 Techny Road situated in Cook County, Illinois ("***Property***") to allow the construction and development of a three-lot single-family development commonly known as "Techny Crossing" ("***Developmen***t").

Techny Crossing LLC ("***Developer***") entered into a certain Subdivision and Development Agreement with the Village dated July 18, 2023, and recorded in the Office of the Cook County Recorder on November 17, 2023, as Document No. 2332110020 in connection with the development of the Property (" ***Development Agreement***").

Developer conveyed the Property to American Techny, LLC ("***Owner***") on November 6, 2025.

In order to assume and complete the construction of the Development on the Property, the Village requires that Owner agree to comply with all the terms, requirements and obligations set forth in the Development Agreement. Owner, Developer and the Village desire to enter into an agreement to memorialize those obligations that remain outstanding in the Development Agreement that the Parties agree are necessary to allow for the completion of the Development ("***Transferee Assumption Agreement***").

Section 2. Description of Property.

The Property is legally described in ***Exhibit A***, attached to and, by this reference, made a part of this Resolution.

Section 3. Approval of Transferee Assumption Agreement.

The Transferee Assumption Agreement by and between the Village, the Developer and the Owner shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit B***.

Section 4. Execution of Transferee Assumption Agreement.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Transferee Assumption Agreement upon receipt of at least three copies fully executed by Developer and Owner; provided, however, that if such executed copies of the Transferee Assumption Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the Board of Trustees, be null and void.

Section 5. Recordation of Transferee Assumption Agreement.

The Village Manager is hereby directed to record the Transferee Assumption Agreement with the Office of the Cook County Clerk's Office upon satisfactory completion of all administrative details relating thereto.

Section 6. EFFECTIVE DATE.

The approval of this Resolution shall be effective following approval by the corporate authorities in the manner required by law.

PASSED: This _____ day of _____, 2025

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, AND 3 IN TECHNY CROSSING RESUBDIVISION, BEING A RESUBDIVISION OF LOT A OF SCHULTZ' RESUBDIVISION OF LOTS 1 AND 2 IN TAYLOR'S NORTHBROOK ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT A; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET; THENCE NORTH 44 DEGREES 54 MINUTES 37 SECONDS WEST, A DISTANCE OF 21.24 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 52 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2023 AS DOCUMENT NUMBER 2332110021 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-16-405-028-0000, 04-16-405-029-0000; 04-16-405-030-0000

Commonly known as 2005 Techny Road, Northbrook, Illinois, 60062.

EXHIBIT B

TRANSFEREE ASSUMPTION AGREEMENT

EXHIBIT H

TRANSFEREE ASSUMPTION AGREEMENT

THIS TRANSFEREE ASSUMPTION AGREEMENT is made as of this 4th day of November, 2025, between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (***"Village"***), **TECHNY CROSSING LLC**, an Illinois limited liability company (***"Developer"***), and American Techny LLC, a An Illinois LLC (***"Transferee"***).

WITNESETH:

WHEREAS, pursuant to that certain real estate sale contract dated October 11, 2025 the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (***"Property"***); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of ~~May~~ July 18, 2023, and recorded in the office of the Cook County Clerk's Recording Division on November 17, 2025 as Document No. 2332110030, by and between the Village and Developer (***"Development Agreement"***);

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer or the Property.

3. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. Acknowledgment and Release of Developer. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, and the Village hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of Developer in the Development Agreement.

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

ATTEST:

VILLAGE OF NORTHBROOK,
an Illinois home rule municipal corporation

_____

By: _____

Village Clerk

Its: Village Manager

ATTEST:

TECHNY CROSSING LLC, an Illinois limited liability Company

By: _____

By: Mukund Rao

Its: _____

Its: Manager

ATTEST:

[TRANSFEREE],
a American Techny LLC

By: _____

By: Sarhiy Sykhiyanyk

Its: _____

Its: President

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on 11/19, 2025 by Michael Rourke the manager of **TECHNY CROSSING LLC**, an Illinois limited liability company and by _____, the _____ of said _____.

Official Seal
JARED DANIEL SPERA
Notary Public, State of Illinois
Commission No. 981576
My Commission Expires November 17, 2027

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on 11/19, 2025 by Sevhij Syllajy the manager of **TRANSFEREE**, and by _____, the _____ of said _____.

Official Seal
JARED DANIEL SPERA
Notary Public, State of Illinois
Commission No. 981576
My Commission Expires November 17, 2027

Signature of Notary

SEAL

EXHIBIT 1 TO TRANSFEREE ASSUMPTION AGREEMENT

PROPERTY LEGAL DESCRIPTION

The Land is described as follows:

LOTS 1, 2, AND 3 IN TECHNY CROSSING RESUBDIVISION, BEING A RESUBDIVISION OF LOT A OF SCHULTZ' RESUBDIVISION OF LOTS 1 AND 2 IN TAYLOR'S NORTHBROOK ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT A; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET; THENCE NORTH 44 DEGREES 54 MINUTES 37 SECONDS WEST, A DISTANCE OF 21.24 FEET TO THE NORTH LINE OF SAID LOT A; THENCE SOUTH 89 DEGREES 52 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2023 AS DOCUMENT NUMBER *2332110021* IN COOK COUNTY, ILLINOIS.

American Techny LLC
[redacted]

11/7/2025

To:
Village of Northbrook
Department of Community Development / Building Department

Re: Request for Transfer of Approved Project – No Changes to Approved Plans

Dear Village Board,

On behalf of **American Techny LLC**, we are writing to formally request the transfer of the previously approved development for the property located at **2005 Techny Rd Northbrook**.

Our company has recently entered into the process of acquiring this project, and we would like to confirm that **we intend to proceed with the exact same plans and approvals that were previously granted by the Village**. There will be **no changes to the approved site plan, elevations, materials, or overall design**.

The development will consist of **three (3) single-family homes**, constructed in the **same style, layout, and architectural character** as approved. American LLC will serve as the builder and developer, and we are fully committed to maintaining the same high-quality standards and compliance with all Village requirements.

We respectfully request that the Village process the **transfer of the existing approvals and permits** to American LLC. Please let us know if any additional documentation or forms are required to complete this transfer.

Thank you for your time and assistance. We look forward to working collaboratively with the Village on the successful completion of this project.

Sincerely,
Serhiy Syhlyanyk
American Techny LLC
[redacted]

Archived: Monday, November 10, 2025 9:18:18 AM
From: Mike Rourke
Sent: Monday, November 3, 2025 11:45:47 AM
To: Pandey, Swati
Cc: Mykola Syhlianyk; Desario, Nick; Ask John; Sergey Syhlyanyk
Subject: Sale of 2005 Techny Northbrook
Response requested: No
Sensitivity: Normal

Beware External Email - Think Before You Act

Swati and Nick,

Please be advised that Techny Crossing, as beneficial owner of the property at 2005 Techny Rd, has entered a contract to sell the property to an affiliate of American LLC.

American LLC is currently active in Northbrook, building homes at Dundee and Greenwood. It is my understanding they have been in to see you and advise of this development.

Closing is scheduled for Wednesday November 12, 2025. We will be submitting Exhibit H of the Development agreement for the Villages consent.

Please let me know if you have any questions.

@properties
CHRISTIE'S INTERNATIONAL REAL ESTATE

Regards,

MICHAEL ROURKE
Managing Broker -@properties Commercial
[redacted]
@properties Commercial

IMPORTANT NOTICES
Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. **Always** independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. **Never** wire money without double-checking that the wiring instructions are correct. By opening this e-mail, you agree that you understand the risks of hacking and agree that At World Properties LLC shall have no liability for the wiring of funds.
This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, contact the sender via reply email and destroy all copies of the original message. Although At World Properties LLC takes reasonable measures to prevent the transmission of computer viruses, by opening this email you agree that At World Properties LLC shall have no liability for any loss or damage caused by this email.

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, contact the Development & Planning Services Department of Northbrook to determine if your application requires a Preliminary Review by the Board of Trustees. 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:

- ❑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions for naming files).**

Applicant Information

Legal Name Serhiy Syhlyanyk

Company American Techny LLC

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Primary Contact Person

Name Serhiy Syhlyanyk

Company American Techny LLC

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Consultants *(as applicable)*

Attorney

Name Lucas Fuksa

Company Fuksa Law Group

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Architect/Planner

Name Victor Melnikov

Company Studio Dom Architects

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Civil Engineer

Name Kevin Lewis

Company IG Consulting

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Other

Name

Company

Address

City, State, Zip

Phone No.

Email

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

Site Location/Address: 2005 Techny Rd Northbrook, IL 60062

Property Index Numbers: 04-016-405-028-0000, 04-016-405-029-0000, 04-016-405-030-0000

Size of Property: 1,139 acres (square feet/acres)

Size of Building Space, if applicable: _____ (square feet)

Comprehensive Plan Land Use Designation[1]: _____

Current Zoning: Residential

Current Use of the Property: Vacant Land

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

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

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☐ Special Permit for _____
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit Ord. No. _____
- ☐ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☐ Zoning Variation (in conjunction with other relief) for _____
- ☐ Planned Development
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☑ Other Request for transfer of approved project

☑ **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 page 9 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: Techny Crossing LLC

Primary Contact: Michael Rourke
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Proposed Property Owner Information

Legal Name: American Techny LLC

Primary Contact: Serhiy Syhlyanyk
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- ☐ Deed
- ☑ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☑ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☑ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☐ Owner (see the previous box)
- ☑ Real Estate Contract
- ☐ Lease
- ☐ Other _____

☑ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☐ Special Permit Worksheet
- ☐ Site Plan Approval Worksheet
- ☐ Zoning Code Text Amendment Worksheet
- ☐ Zoning Variation Worksheet
- ☑ Planned Development Worksheet
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☐ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$_____ Amount of Non-Refundable Fee

$ $2500.00 Amount of Escrow

$_____ Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. $400.00 per hour), public notice expenses, public meetings ($50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code *(potential conflicts of interest)*
On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** ____

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
____ yes ✔ no (check one)
If yes, attach a statement of the grounds justifying reconsideration.

Applicant/Owner Acknowledgments

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

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.

2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.

3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

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

Signature of Applicant:_____ **Date** 11/4/2025
Print Name & Title: Serhiy Syhlyanyk / President
Signatures of Property Owner(s):_____ **Date** 11/4/2025
Print Name & Title: Serhiy Syhlyanyk / President **Property Address**:_____
****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Note: Village review and approval of rezoning, special permit, and subdivision applications may be dependent upon the Applicant first receiving necessary approvals from State and County regulatory agencies such as, but not limited to, the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Metropolitan Water Reclamation District of Greater Chicago, & the Cook County Highway Department.

ATTACHMENT A: Current Property Owner – Beneficial Interest

Please check which of the following describes the current property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **current property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **current property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ 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: Techny Crossing LLC

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT B - Proposed Property Owner (if applicable) – Beneficial Interest

Please check which of the following describes the proposed property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If the **proposed property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **proposed property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If **proposed property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **proposed property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: American Techny LLC

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: American Techny LLC

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

WARRANTY DEED
Illinois Statutory
Company to Company

MAIL TO:

_____
_____
_____

NAME/ADDRESS OF TAXPAYER:

[redacted]

RECORDER'S STAMP

The Grantor, TECHNY CROSSING LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for the consideration of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS unto

AMERICAN TECHNY LLC, an Illinois limited liability company,

the following described property situated in the County of Cook in the State of Illinois, to wit:

See Legal Description attached hereto and made a part hereof.

Three (3) Permanent Index Numbers: 04-16-405-**028**-0000
04-16-405-**029**-0000
04-16-405-**030**-0000

Commonly known as: **2005 Techny** Road, Northbrook, IL 60062

SUBJECT TO: covenants, conditions, easements and restrictions of record and the general real estate taxes for the year 2024 (2nd installment) and subsequent.

In Witness Whereof, the said Grantor has caused its name to be signed to these presents by its Manager this 6 day of **November**, 2025.

TECHNY CROSSING, LLC,
an Illinois limited liability company,

By: X _____
Michael Rourke, Its Manager

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above signatory, personally known to me to be the Manager of **TECHNY CROSSING, LLC**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given by the managing committee of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of **November**, 2025.

OFFICIAL SEAL
JOHN E LOVESTRAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/24/2027

_____
Notary Public

This instrument prepared by: John E. Lovestrand, Esq.
JOHN E. LOVESTRAND, P.C.
[redacted]

EXHIBIT 'A' / LEGAL DESCRIPTION

LOTS 1, 2, AND 3 IN TECHNY CROSSING RESUBDIVISION, BEING A RESUBDIVISION OF LOT A OF SCHULTZ' RESUBDIVISION OF LOTS 1 AND 2 IN TAYLOR'S NORTHBROOK ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT A; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET; THENCE NORTH 44 DEGREES 54 MINUTES 37 SECONDS WEST, A DISTANCE OF 21.24 FEET TO THE NORTH LINE OF SAID LOT A; THENCE SOUTH 89 DEGREES 52 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2023 AS DOCUMENT NUMBER [2332110021] IN COOK COUNTY, ILLINOIS.

CHICAGO ASSOCIATION OF REALTORS®
Vacant Land Purchase and Sale Contract

(For use with residential vacant land)

This Contract is Intended to be a Binding Real Estate Contract

1. Contract. This Vacant Land Real Estate Purchase and Sale Contract (***"Contract"***) is made by and between American, LLC (***"Buyer"***), and Techny Crossing, LLC ("***Seller***") (Buyer and Seller collectively, (***"Parties"***), with respect to the purchase and sale of the real estate and improvements located at 2005 Techny Northbrook, IL 60062 (***"Property"***).

The Property P.I.N. # is 04-016-405-028-0000, 029 and 030. Lot Size: approx 1.139 acres.
Additional P.I.N. #(s) *(if applicable)* is _____.

2. Fixtures and Personal Property. At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale all of the following listed items (collectively, ***"Fixtures and Personal Property"***), which Fixtures and Personal Property are owned by Seller, and to Seller's knowledge, are currently present on the Property and in operating condition as of the Acceptance Date:

Seller shall transfer the following: NONE.
The following items are excluded from transfer: _____.

3. Purchase Price. The purchase price for the Property (including the Fixtures and Personal Property) is $ 935,000 (***"Purchase Price"***).

4. Closing Cost Credit (Optional). *Check if applicable* ☐ Seller agrees to credit to Buyer at Closing ***(check one)*** ☐ $_____ ***OR*** ☐ _____% of Purchase Price (***"Closing Cost Credit"***), to be applied to prepaid expenses, closing costs or both as lender permits, and that such credit appears on the Master Statement or Closing Disclosure.

5. Seller Payment of Buyer Brokerage Compensation (Optional). *Check if applicable* ☐ Seller agrees to pay ***(check one)*** ☐ _____% of the Purchase Price ***OR*** ☐ flat fee of $_____ ***OR*** ☐ as agreed as follows: _____ _____ (***"Buyer Brokerage Compensation"***) to _____ (***"Buyer's Brokerage"***) at Closing. Buyer Brokerage Compensation shall appear as a debit to the Seller on the master statement or closing disclosure as commission paid to Buyer's Brokerage.

6. Earnest Money. Upon the Parties execution and delivery of this Contract, Buyer shall deposit with @properties (***"Escrowee"***), earnest money in the amount of $ 10,000, in the form of check or wire transfer within 2 Business Days after the Acceptance Date. The earnest money shall be increased to ***(check one)*** ☐ _____% [percent] of the Purchase Price, ***OR*** ☐ a total of $_____ (***"Earnest Money"***) within _____ Business Days after the conclusion of the Attorney Approval Period (as established in Paragraph 15 of this Contract). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the handling of the Earnest Money in form and content mutually agreed upon between the Parties and (ii) unless otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

7. Closing. Buyer shall deliver the balance of the Purchase Price (less the amount of the Earnest Money, Closing Cost Credit, plus or minus prorations and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer (***"Closing"***). Closing shall occur on or prior to October 31, 2025 at a time and location mutually agreed upon by the Parties (***"Closing Date"***).

8. Possession. Unless otherwise agreed to in Rider 22 Post-Closing Possession Rider, Seller agrees to deliver possession of the property at Closing. If Seller does not surrender possession at Closing, Seller shall be considered in default of this Contract.

9. Mortgage Contingency. Parties agree that this Contract *(check one)* ☐ [*is*] *OR* ☑ [*is not*] subject to Paragraph 9, Mortgage Contingency. If [*is not*] is checked, then this Paragraph 9 does not apply. This Contract is contingent upon Buyer securing by _____ (***"First Commitment Date"***) a written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of ***(check one)*** ☐ $_____ ***OR*** ☐ ____% [percent] of the Purchase Price, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____% per year, amortized over _____ years, payable monthly, loan fee not to exceed _____%, plus appraisal and credit report fee, if any (***"Required Commitment"***). Buyer shall pay for private mortgage insurance as required by the lending

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institution. **If a FHA or VA mortgage is to be obtained, Rider 8 or Rider 9 shall be attached to this Contract.** (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within 30 Business Days after the First Commitment Date (***"Second Commitment Date"***), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 Business Days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

10. Deed. At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed (***"Deed"***) with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and unconfirmed; homeowners or condominium association declaration and bylaws, if any; and general real estate taxes not yet due and payable at the time of Closing.

11. Real Estate Taxes. Seller represents that the total 20 23 general real estate taxes for the Property and all P.I.N.s referenced Paragraph 1 of this Contract were $ 11,103.61. General real estate taxes for the Property are subject to the following exemptions (***check box if applicable***): ☐ Homeowner's. ☐ Senior Citizen's. ☐ Senior Freeze. ☐ Historical Tax Freeze. General real estate taxes shall be prorated based on 105 % of the most recent ascertainable full year tax bill, unless mutually agreed to otherwise by the Parties in writing prior to the expiration of the Attorney Approval Period.

12. Homeowners Association. Parties agree that the Property *(check one)* ☐ [*is*] *OR* ☑ [*is not*] a part of a homeowners association and that either the Illinois Common Interest Community Association Act, Illinois Condominium Property Act, or other applicable state association law applies (*"Governing Law"*). If [*is not*] is checked, then this Paragraph 12, Homeowners Association, does not apply. Seller represents that as of the Acceptance Date, the regular monthly assessment pertaining to the Property is $_____; a special assessment ***(check one)*** ☐ [has] ***OR*** ☑ [has not] been levied. The original amount of the special assessment pertaining to the Property was $_____, and the remaining amount due at Closing will be $_____ and ***(check one)*** ☐ [shall] ***OR*** ☐ [shall not] be assumed by Buyer at Closing. Buyer acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and these fees may increase, prior to Closing. Notwithstanding anything to the contrary contained in this Paragraph 12, Seller shall notify Buyer of any proposed special assessment and/or increase in any regular assessment between the Date of Acceptance and Closing. Seller shall notify Buyer within 5 Business Days (and in no event later than the Closing Date) after Seller receives notice of any proposed special assessment and/or increase in any regular assessment.

Seller shall furnish Buyer a statement from the proper association representative certifying that Seller is current in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the bylaws of the association for the transfer of ownership. Seller shall apply for and order those documents governing the association, including but not limited to the declaration, bylaws, rules and regulations, last 12 months of meeting minutes, and the prior and current years' operating budgets (***"Association Documents"***) within 10 Business Days of the Acceptance Date. Seller shall notify Buyer within 5 Business Days (and in no event later than the Closing Date) after Seller receives notice of any amendments or revisions to any of the Association Documents. In the event the Association Documents disclose that the Property is in violation of existing rules, regulations, or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer would have to extend in connection with owning the Property, then Buyer may declare this Contract null and void by giving Seller written notice within 5 Business Days after the receipt of the Association Documents, listing those deficiencies which are unacceptable to Buyer, and thereupon all Earnest Money deposited shall be returned to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect. The Parties agree to pay any applicable processing and moving fees as required by the association. If the right of first refusal or similar option is exercised, this Contract shall be null and void and the Earnest Money shall be returned to Buyer.

13. Disclosures. Buyer has received the following (***check Yes OR No***):

(a) Illinois Residential Real Property Disclosure Report: ☐ Yes/☑ No; (b) Vacant Land Disclosure: ☐ Yes/☑ No

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14. Confirmation of Dual Agency. If initialed below, Licensee is acting as a "Designated Agent" for both Buyer and Seller, (*"Dual Agency"*). The Parties confirm that they have previously consented and agreed to have NONE ("***Licensee***") act as *Dual Agent* in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as *Dual Agent* on the transaction covered by this Contract. Initial below if Buyer and Seller consented to *Dual Agency* on the transaction covered by this Contract.

This Paragraph 14 is a part of this Contract only if initialed by the Parties. *Buyer Initials:* _____ _____
Seller Initials: _____ _____

15. Attorney Modification. Within 5 Business Days after the Acceptance Date (***"Attorney Approval Period"***), the attorneys for the respective Parties, by notice, may: (a) approve this Contract in its entirety; or (b) propose modifications to this Contract (***"Proposed Modifications"***), which Proposed Modifications shall not include modifications to the Purchase Price or broker's compensation. If written agreement is not reached by the Parties with respect to resolution of the Proposed Modifications, then either Party may terminate this Contract by serving notice, whereupon this Contract shall be null and void and the Earnest Money returned to Buyer. ***Unless otherwise specified, all notices shall be provided in accordance with Paragraph D of the General Provisions. In the absence of delivery of Proposed Modifications prior to the expiration of the Attorney Approval Period, the provisions of this Paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.***

16. Due Diligence. Within _____ Business Days after the Acceptance Date (***"Due Diligence Period"***), Buyer may cause, at Buyer's sole cost and expense, its employees, attorneys, architects, builders, agents, contractors, or inspectors (***"Inspectors"***) to enter upon the Property to conduct such inspections, tests, examinations, appraisals, investigations, and reviews ("Inspections") as Buyer deems necessary or appropriate, including but not limited to soil boring, suitability, and load tests; environmental tests, zoning reviews, reviews of covenants and restrictions, declarations, and association documents; and the feasibility of owning the Property for Buyer's intended use. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. Prior to expiration of the Due Diligence Period, Buyer shall notify Seller or Seller's attorney in writing (***"Buyer's Due Diligence Notice"***) of conditions disclosed by the Inspections that are unacceptable to Buyer. In the event Buyer determines that the Property is unsuitable for Buyer's purposes based on the results of the Inspections, Buyer shall notify Seller or Seller's attorney of same in writing on or before the end of the Due Diligence Period and the Contract shall be null and void and the Earnest Money shall be returned to the Buyer. ***In the absence of written notice prior to the expiration of the Due Diligence Period, this provision shall be deemed waived by all Parties, and this Contract shall be in full force and effect.***

17. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND THE FOLLOWING RIDERS AND ADDENDUMS, *IF ANY,* _____, WHICH ARE ATTACHED TO AND MADE A PART OF THIS CONTRACT.

--[SIGNATURE PAGE FOLLOWS]--

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This Contract shall be of no force or effect if not accepted by Seller on or before October 12, 2025.

OFFER DATE: _____. **ACCEPTANCE DATE:** October 11, 2025 (“***Acceptance Date***”).

BUYER’S INFORMATION:

Buyer’s Signature: _____

Buyer’s Name (print): American LLC

Buyer’s Signature: _____

Buyer’s Name (print): _____

Address: [redacted]

Phone 1: [redacted] Phone 2: _____

Email 1: [redacted]

Email 2: _____

SELLER’S INFORMATION:

Seller’s Signature: _____

Seller’s Name (print): Techny Crossing LLC

Seller’s Signature: _____

Seller’s Name (print): _____

Address: [redacted]

Phone 1: [redacted] Phone 2: _____

Email 1: [redacted]

Email 2: _____

The names and addresses set forth below are for informational purposes only and subject to change

Buyer’s Broker’s Information:

Designated Agent: _____

Agent MLS #: _____ Agent License #: _____

Brokerage: _____

Brokerage MLS #: _____ Brokerage License #: _____

Address: _____

Agent Phone: _____ Agent Fax: _____

Email: _____

Seller’s Broker’s Information:

Designated Agent: Audra Casey

Agent MLS #: _____ Agent License #: _____

Brokerage: @properties

Brokerage MLS #: _____ Brokerage License #: _____

Address: _____

Agent Phone: _____ Agent Fax: _____

Email: _____

Buyer’s Attorney’s Information:

Attorney Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Seller’s Attorney’s Information:

Attorney Name: John Lovestrand

Address: _____

Phone: _____ Fax: _____

Email: [redacted]

Buyer’s Lender’s Information:

Lender’s Name: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

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GENERAL PROVISIONS

A. Prorations. Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 11 of this Contract, if the Property is improved as of the Closing Date, but the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to **2%** of the Purchase Price and the Parties shall reprorate taxes within 30 days after the bill on the improved property becomes available.

B. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

C. Title. At least 5 Business Days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale. Seller shall be responsible for the cost of the title insurance policy issued to Buyer by the title insurance company at Closing.

D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses or contact information provided. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery, commercial delivery service, by the use of a facsimile machine, or e-mail transmission. E-mail and facsimile notice shall be deemed valid when transmitted. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals. Each Party shall retain a copy of proof of facsimile transmission and e-mail notice and provide such proof, if requested.

E. Disposition of Earnest Money. In the event of any default by either Party, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. However, if Escrowee has not received the joint written direction of both Seller and Buyer or their authorized agents, then Escrowee may give written notice to Seller and Buyer of the intended disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to dispense the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects in writing to the intended disposition within the 30 day period, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may withdraw from the Earnest Money all costs, including reasonable attorney's fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract.

F. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent (***"Code Violation Notice"***). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall promptly notify Buyer of the Code Violation Notice. If the matters specified in such Code Violation Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

G. Escrow Closing. At the written request of Seller or Buyer received prior to the delivery of the Deed, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller except that any money lender escrow fee shall be paid for by the Buyer.

H. Legal Description and Survey. At least 5 Business Days prior to Closing, Seller shall provide, at Seller's cost and expense, Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of Closing, showing the present location

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of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

I. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by Buyer's mortgagee, or the title insurance company, for extended coverage.

J. RESPA and FIRPTA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974 (RESPA), as amended. Buyer and Seller shall comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Foreign Investment in Real Property Tax Act (FIRPTA). Unless otherwise disclosed in writing, Seller represents that Seller is a United States Taxpayer and will deliver a FIRPTA Affidavit evidencing same to Closing.

K. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the Party designated in that ordinance.

L. Removal of Personal Property. Seller shall remove from the Property by the Closing Date all debris and Seller's personal property not conveyed by Bill of Sale to Buyer.

M. Surrender. Seller agrees to surrender possession of the Property in broom-clean condition and in the same condition as it was on the Acceptance Date, ordinary wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Paragraph, Seller shall not be responsible for that portion of the total cost related to this violation that is below $250.00.

N. Time. Time is of the essence for purposes of this Contract.

O. Number. Wherever appropriate within this Contract, the singular includes the plural.

P. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

Q. Business Days and Time. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 AM to 6:00 PM Chicago Time.

R. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

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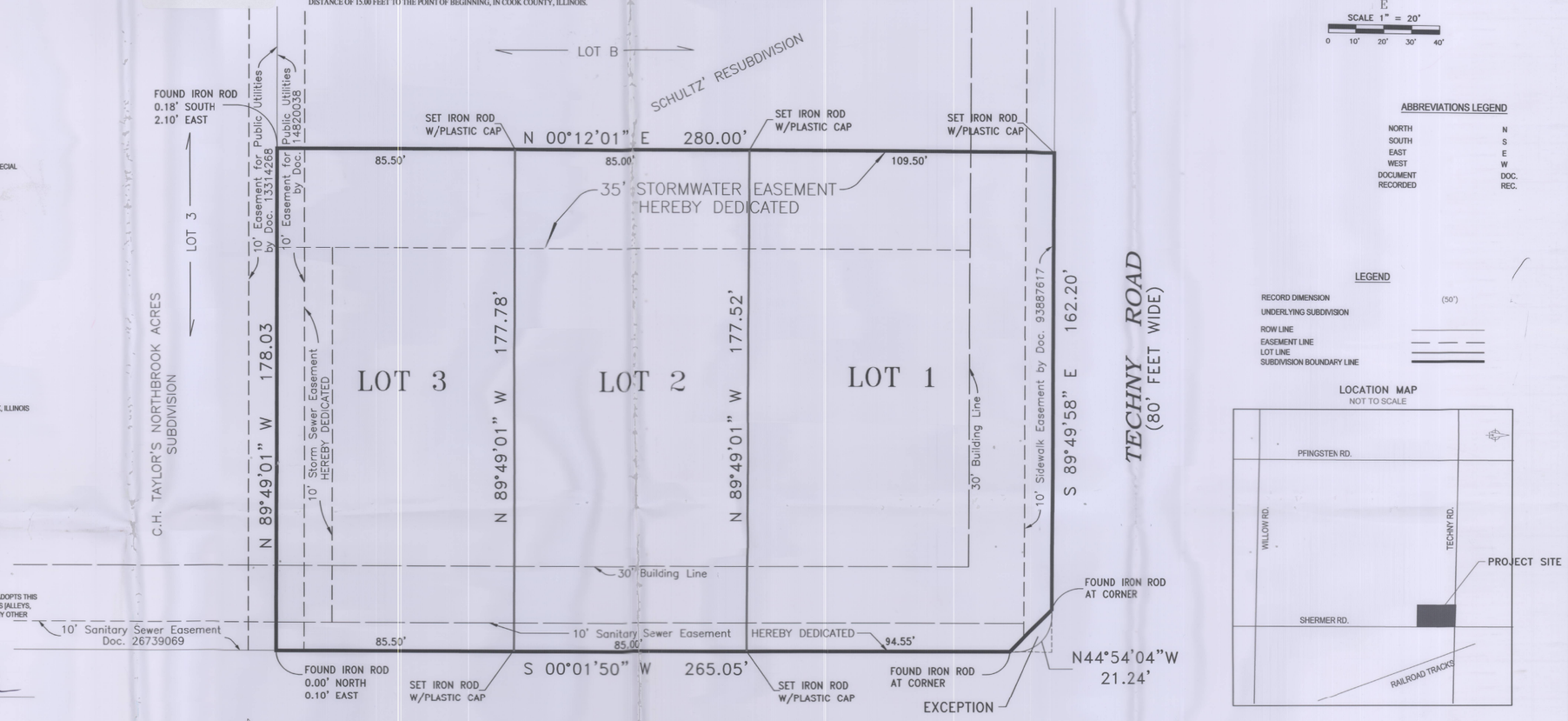
BOX 337

2332110021
1 of 1

TECHNY CROSSING RESUBDIVISION

Doc# 2332110021 Fee $133.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 11/17/2023 11:43 AM PG: 0

A RESUBDIVISION OF LOT A OF SCHULTZ' RESUBDIVISION OF LOTS 1 AND 2 IN TAYLOR'S NORTHBROOK ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1950 AS DOCUMENT NUMBER 1482003S, IN COOK COUNTY, ILLINOIS.
EXCEPT THAT PART OF LOTS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT A; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET; THENCE NORTH 44 DEGREES 54 MINUTES 37 SECONDS WEST, A DISTANCE OF 21.24 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 52 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



SCALE 1" = 20'
0 10' 20' 30' 40'

ABBREVIATIONS LEGEND

NORTH	N
SOUTH	S
EAST	E
WEST	W
DOCUMENT	DOC.
RECORDED	REC.

LEGEND

RECORD DIMENSION (50')
UNDERLYING SUBDIVISION
ROW LINE
EASEMENT LINE
LOT LINE
SUBDIVISION BOUNDARY LINE

LOCATION MAP
NOT TO SCALE

VILLAGE TREASURER

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID SPECIAL ASSESSMENTS ON THE ABOVE DESCRIBED PROPERTY.

DATE 7/5/23 — Iwona Rynarzak — VILLAGE TREASURER

VILLAGE ENGINEER APPROVAL

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF NORTHBROOK, ILLINOIS
ON THIS 3rd DAY OF July 2023.
DATE 7/3/23 — VILLAGE ENGINEER

VILLAGE PRESIDENT

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHBROOK, ILLINOIS
ON THIS 9 DAY OF May 2023
VILLAGE PRESIDENT
ATTEST: VILLAGE CLERK
VILLAGE OF NORTHBROOK CORPORATE SEAL COOK COUNTY, ILL.

OWNER'S CERTIFICATE

Techny Crossing LLC OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPTS THIS PLAT OF SUBDIVISION, ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES, DEDICATES ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE; AND ESTABLISHES ANY OTHER EASEMENTS SHOWN THEREON.

DATED AT 6/30/2023 Winnetka, IL
THIS 30 DAY OF JUNE A.D., 2023
Techny Crossing LLC BY: Mike Rourke
OWNER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Lisa Vlach, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
Techny Crossing LLC, (TITLE) AND
Michael Rourke, (TITLE)
WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30 DAY OF JUNE A.D., 2023.
BY: Lisa Vlach NOTARY PUBLIC

LISA VLACH
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 29, 2025

NOTES:
1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. ARC DISTANCES ARE ALONG ALL CURVES.
3. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID CURRENT GENERAL TAXES DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLAT.
DATE: Aug 10, 2023 COUNTY CLERK

REGISTERED PROFESSIONAL ENGINEER AND OWNER
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

OWNER: Techny Crossing LLC — REGISTERED PROFESSIONAL ENGINEER
NAME: Mike Rourke — NAME: Greg A. Fitzpatrick
DATE: 6/29/23 — FIRM: The Advocate Group
DATE: 6/29/2023 (SEAL)
062-054131 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS

I DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID CURRENT GENERAL TAXES DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND IN THE ABOVE PLAT.
DATE: Nov. 11, 2023 COUNTY CLERK

Property is located within High School District 225 and Elementary School District 30

Upon recording mail to: Sanchez & Associates, P.C.
180 Crossen Ave.
Elk Grove Village, IL. 60007

Mail Tax Bill to: Michael Rourke
@properties
1235 Somerset Drive
Glenview, IL. 60025

SURVEYOR'S NOTES:

1. PROPERTY IS LOCATED WITHIN THE AREA OF MINIMAL FLOOD HAZARD - ZONE X COVERED BY PANEL 17031C0227J DATED OCTOBER 2020.
2. LOT 1: 19,313 SQ. FT. OR 0.443 ACRES, MORE OR LESS.
   LOT 2: 15,100 SQ. FT. OR 0.347 ACRES, MORE OR LESS.
   LOT 3: 15,211 SQ. FT. OR 0.349 ACRES, MORE OR LESS
   TOTAL PROPERTY AREA IS APPROXIMATELY49,624 SQ. FT. OR 1.139 ACRES, MORE OR LESS.
3. P.I.N. 04-16-405-027-0000
4. TITLE COMMITMENT No. 15010610LP Effective April 28, 2015

RECORDING FEE _____
DATE _____ COPIES ____
OK BY _____

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, GERARDO SANCHEZ, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT SHOWN HEREON AND THAT IT IS CORRECT; THE IRON PIPE MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED HEREON, IN ACCORDANCE WITH THE NORTHBROOK SUBDIVISION AND DEVELOPMENT CODE (1991); THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF NORTHBROOK, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN.

DATED THIS 21ST DAY OF MARCH , 2023.
Gerardo P. Sánchez
GERARDO SANCHEZ - ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 35-3486
LICENSE EXPIRATION DATE: 11/30/2024

STATE OF ILLINOIS GERARDO P. SANCHEZ 35-3486 CHICAGO, ILL. PROFESSIONAL LAND SURVEYOR

PREPARED BY:
SANCHEZ
180 CROSSEN AVE.
ELK GROVE VILLAGE, IL 60007
PHONE 773-444-0144
FAX 847-232-3104

CLIENT: Techny Crossing, LLC.
JOB No. 202127
DRAWING: Plat of Re-Subdivision Techny Crossing.dwg

REVISIONS		REVISIONS	
DATE	COMMENTS	DATE	COMMENTS
7/1/2021	NORTHBROOK VILLAGE COMMENTS		
3/13/2023	NORTHBROOK VILLAGE COMMENTS		
3/21/2023	NORTHBROOK VILLAGE COMMENTS		

PLAT OF SUBDIVISION
TECHNY CROSSING SUBDIVISION

DRAFTING COMPLETED: 03/13/2023	DRAWN BY: GH	PROJECT MANAGER: GSP
FIELD WORK COMPLETED: 04/23/2021	CHECKED BY: GSP	SCALE: 1"= 20'

SHEET 1 OF 1

11

THE HOH GROUP, INC.
ARCHITECTS | ENGINEERS
The HOH Group, Inc.
623 Cooper Court
Schaumburg, IL 60173
(312) 346-8131

11	PERMIT COMMENTS 09.19.24

DRAWN BY:	AAF
DESIGN BY:	AAF
CHECKED BY:	BAP
APPROVED BY:	BAP

HOH PROJECT NUMBER: 5381

RESIDENTIAL DEVELOPMENT, NORTHBROOK, IL

DRAWING TITLE
PLAT OF SUBDIVISION

SHEET NO.
C-500 356

9/19/2024
H:\Projects\5381 AT Properties - 2005 Techny Road Subdivision\Drawings\Civil\Cadd Sheets\Plat of Surveydon

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: An Ordinance Rezoning the Property at 85-95 Revere Drive and Amending the District Zoning Map and Granting Variations (85-95 Revere Drive)(Plan Commission Docket No. PCD-25-16)

Overview
The owner of 85-95 Revere Drive has requested to rezone the property from I-1 Restricted Industrial District to the O-2 Limited Office District as designated in the Comprehensive Plan.

Fiscal Impact
N/A.

Recommendation
Approval.

Background

The applicant, 85-95 Revere Drive Investors, LLC as owner of the property commonly known as 85-95 Revere Drive has requested the following zoning relief:

1. Rezone from the I-1 Restricted Industrial to the O-2 Limited Office;
2. Variation to reduce the required parking from 139 spaces to 131 spaces (6%)
3. Variation to reduce the rear yard setback from 25' to 20'; and
4. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

This is an application that was filed after the effective date of the new Zoning Code.

On December 9, 2025, the Board is scheduled to consider an Ordinance rezoning the property. Consistent with the policies endorsed by the Board that a unanimous recommendation from the Plan Commission be placed on the Board of Trustees consent agenda.

The applicant waived the preliminary review and submitted an application for rezoning and variations.

The Plan Commission conducted a public hearing on the application during a regular meeting

on November 18, 2025. The Commission waived a staff presentation and stated that they did not have any questions or comments and were ready to consider the resolution. The Commission closed the public hearing and found the proposal acceptable. There were no members of the public in attendance at the meeting, nor did the Village receive any public correspondence regarding the requested rezoning.

On November 18, 2025, the Plan Commission adopted, by a vote of 5-0 (three members were absent and there is a vacancy on the commission), the attached Resolution No. 25-PC-22 recommending approval of the Zoning relief noted above. The staff report from the meeting, and other application materials are attached. The minutes from the meeting were not available at the time of writing this report.

The Applicant and staff will attend the December 9, 2025 meeting in case there are any questions.

An Ordinance Rezoning the Property at 85-95 Revere Drive and Amending the District Zoning Map and Granting Certain Variations
Exhibits A-B Special Permit Ordinance - 85-95 Revere
Supplemental - Applicant Submittal - 85-95 Revere
Supplemental - PC Resolution & Staff Report 85-95 Revere

ORDINANCE NO. 2025-

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 85-95 Revere Drive and Amending the District Zoning Map and Granting Certain Variations

(85-95 Revere Drive)
(Plan Commission Docket No. PCD-25-16)

shall be and is hereby adopted as follows:

Section 1. BACKGROUND.

85-95 Revere Drive Investors, LLC ("***Applicant***") as the owner of the property commonly known as 85-95 Revere Drive ("***Property***"), has filed an application requesting that the Property be rezoned and certain other zoning relief.

The Property is currently zoned I-1 Restricted Industrial District. The Applicant has requested an amendment to the District Zoning Map to rezone the Property from the I-1 Restricted Industrial District to the O-2 Limited Office District ("***Amendment***").

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

The Applicant has also requested certain relief from the requirements of the Zoning Code, specifically, (i) a variation to reduce the required number parking spaces from 139 to 131 spaces (6%) to accommodate the existing parking lot; and (ii) a variation to reduce the required rear setback from 25' to 20' to accommodate the existing building ("***Variations***").

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 and grant the Variations 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 and Variations was duly published on the Northbrook Public Notice webpage beginning on October 31, 2025 and was held at the Plan Commission's regular meeting on November 18, 2025. On November 18, 2025 the Plan Commission formally adopted Resolution No. 25-PC-23 recommending approval of the Amendment and Variations.

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 I-1 Restricted Industrial District to the O-2 Limited Office District, in accordance with Article 2 of the Zoning Code and pursuant to the Village's home rule powers.

Section 4. VARIATIONS.

The Property shall be, and is hereby granted the following variations, all in accordance with and pursuant to Article 2 of the Northbrook Zoning Code and home rule powers of the Village of Northbrook:

A. A variation to reduce the required number parking spaces from 139 to 131 spaces (6%) to accommodate the existing parking lot; and
B. A variation to reduce the required rear setback from 25' to 20' to accommodate the existing building.

Section 5. 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 December, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 7 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-02-101-020-0000

Commonly known as 85-95 Revere Drive, Northbrook, Illinois, 60062.

EXHIBIT B

DEPICTION OF REZONED PROPERTY

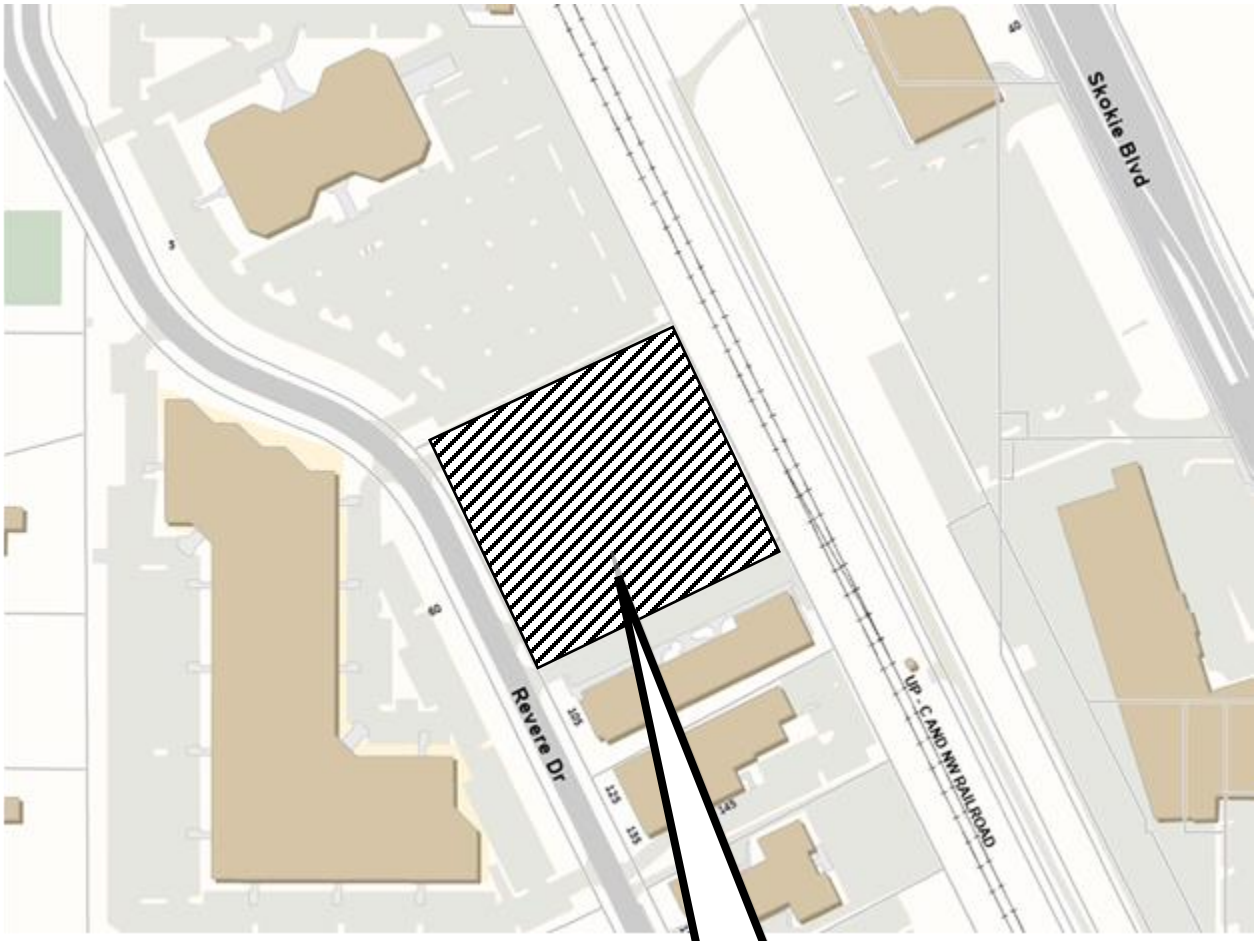


EXHIBIT A

LEGAL DESCRIPTION

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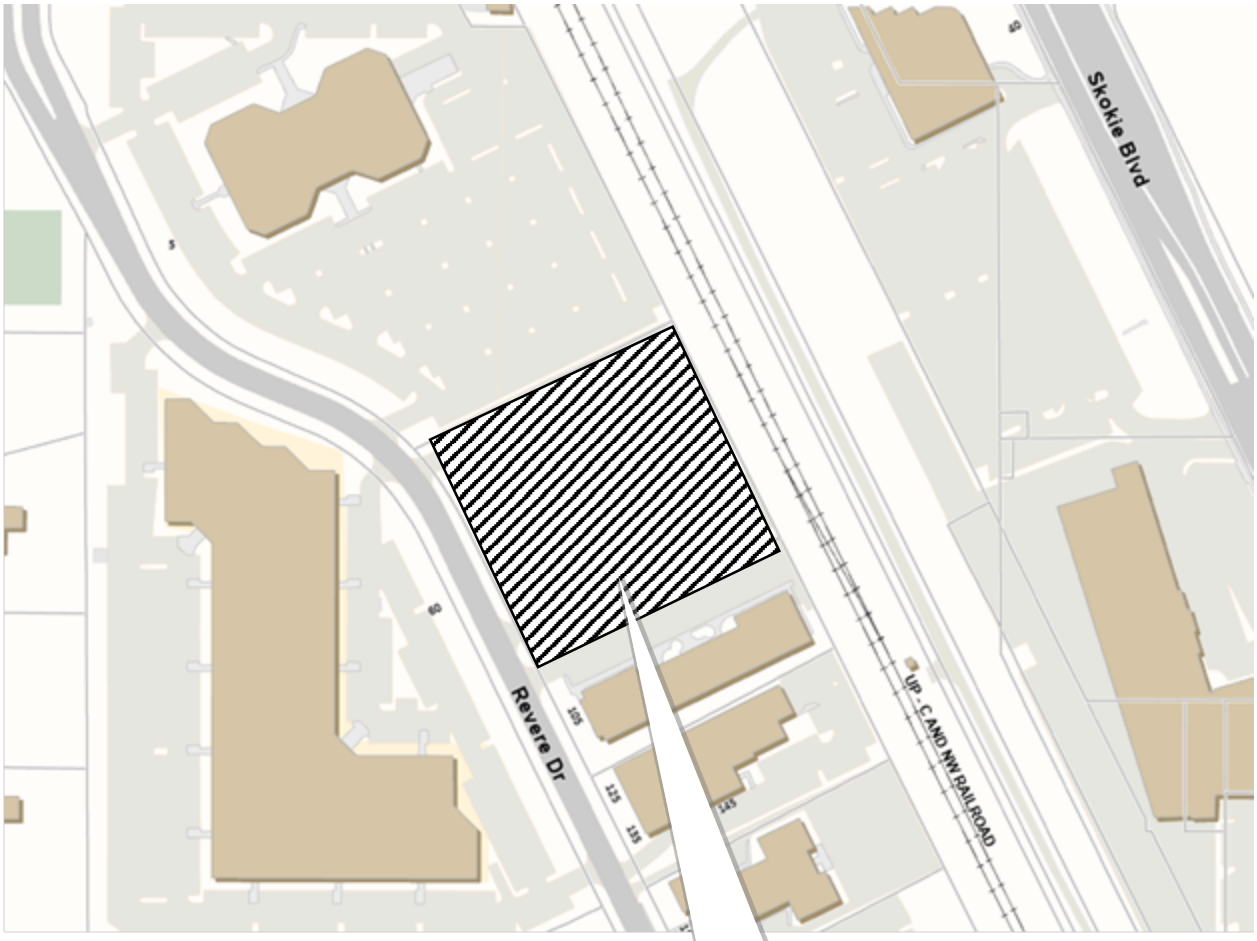
PERMANENT INDEX NUMBER: 04-02-101-020-0000

Commonly known as 85-95 Revere Drive, Northbrook, Illinois, 60062.

EXHIBIT B

DEPICTION OF REZONED PROPERTY



FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, contact the Development & Planning Services Department of Northbrook to determine if your application requires a Preliminary Review by the Board of Trustees. 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:

☑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions for naming files).**

Applicant Information

Legal Name 85 -95 Revere Drive Investors, LLC

Company

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Primary Contact Person

Name Brent Seiler

Company [redacted]

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Consultants *(as applicable)*

Attorney

Name

Company

Address

City, State, Zip

Phone No.

Email

Architect/Planner

Name

Company

Address

City, State, Zip

Phone No.

Email

Civil Engineer

Name

Company

Address

City, State, Zip

Phone No.

Email

Other

Name

Company

Address

City, State, Zip

Phone No.

Email

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

Site Location/Address: 85 - 95 Revere Drive

Property Index Numbers: 04-02-101-020-0000

Size of Property: _____ (square feet/acres)

Size of Building Space, if applicable: 34,747 (square feet)

Comprehensive Plan Land Use Designation[1]: 0-2

Current Zoning: I-1

Current Use of the Property: Office

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

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

- ❑ Comprehensive Plan Amendment
- ❑ Annexation (*separate form required*)
- ❑ Rezoning from I-1 to O-2
- ❑ Special Permit for _____
- ❑ Renewal of Special Permit Ord. No. _____
- ❑ Amendment to Existing Special Permit Ord. No. _____
- ❑ Site Plan Approval
- ❑ Zoning Code Text Amendment
- ❑ Zoning Variation (in conjunction with other relief) for _____
- ❑ Planned Development
- ❑ Subdivision - Tentative Plat
- ❑ Subdivision - Final Plat
- ❑ Subdivision - Variations/Waiver for _____
- ❑ Exception for _____
- ❑ Other _____

☑ **Plat of Survey & Parcel Legal Description(s)**

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☑ **Conformity with Comprehensive Plan**

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☑ **Surrounding Property Owners Addresses**

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page 9 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: 85-95 Revere Drive Investors, LLC

Primary Contact: Brent Seiler
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Proposed Property Owner Information

Legal Name: _____

Primary Contact: _____
Address _____
City, State, Zip _____
Phone No. _____
Email _____

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- ☐ Deed
- ☑ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☐ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☐ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☒ Owner (see the previous box)
- ☐ Real Estate Contract
- ☐ Lease
- ☐ Other _____

☐ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☐ Special Permit Worksheet
- ☐ Site Plan Approval Worksheet
- ☐ Zoning Code Text Amendment Worksheet
- ☐ Zoning Variation Worksheet
- ☐ Planned Development Worksheet
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☐ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$ _____ Amount of Non-Refundable Fee

$ _____ Amount of Escrow

$ 3,000 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:** ____

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.

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: Brent J. Seiler **Date** 9-24-2025
Print Name & Title: _____
Signatures of Property Owner(s): _____ **Date** 9-24-2025
Print Name & Title: Brent Seiler, Mananger, Owner **Property Address**: 85-95 Revere Drive
****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: Brent Seiler

Address: [redacted]

Ownership or Trust Interest: 99 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Brent Seiler

Address: [redacted]

Ownership or Trust Interest: 99 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ZONING VARIATION WORKSHEET

In addition to submitting the *Plan Commission Application* form **for a zoning variation in conjunction with a special permit, subdivision, or rezoning application**, the Applicant must include the following information with your application. A 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:

- ❑ **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:**

From I-1 to O-2.

☑ **Statement of Justification**

Every application filed pursuant to Section 2-114 of Article 2 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 2-114.D 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 variation is appropriate. Please provide a written response for each item below to submit with the formal application.

a. The existing uses and zoning of nearby properties:

Nearby properties are generally office, office medical and retail on Skokie Blvd behind. Nearby properties are similarly I and O zoned.

b. The extent to which a particular zoning regulation diminishes property values:

The I vs O zoning in time may contribute to diminished value, as the zoning may be a barrier to occupancy or expeditious occupancy

c. The extent to which the diminution of the plaintiff's property values promotes the health, safety, morals, or general welfare of the public:

d. The balance between the gain to the public versus the hardship to the individual property owner:

There is no hardship to public and the change in zoning opens more opportunities to broader and more services and adds value to the community.

e. The property's suitability for the zoned purpose:

We are requesting variation to be more in line with our current and prospective tenancy. We are finding the general pool of tenants is leaning more medical related. We are also receiving interest from more physical related therapy, adult activity along with traditional professional office users. Our hope is to help make it seamless for a broader pool of future tenants to occupy. The request is also in-line with the newly adopted plan.

f. The amount of time the subject property has been vacant as zoned in the context of land development in the vicinity:

g. The community's need for the proposed use:

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 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 the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ❑ **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)**: I-1

- ☑ **Specify Requested Zoning District(s)**: O-2

- ☑ **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 provide a written response for each item below to submit with the formal application.

  a) The existing uses and zoning classifications of properties in the vicinity of the subject property.

  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.

  c) The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.

  d) The extent to which such diminution in value is offset by an increase in the public health, safety, and welfare.

  e) The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

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

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

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

  i) 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.

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

Rezoning Worksheet Statement of Justification

A) Nearby properties are generally office, office medical and retail on Skokie Blvd behind. Nearby properties are similarly I and O zoned.
B) The trend in along Skokie BLVD has become more retail and commercial along with added residential and medical uses to the more traditional office uses. The trend on Revere drive has moved to a broader office user and includes more medical and service related occupancy.
C) The long term value may be impacted as the trend of uses becomes more medical and service related. The current zoning, I, is a competitive disadvantage and may require more variances for future users.
D) There should be no impact to public health, safety and welfare in any case.
E) If any, they would be positive, as the change may bring more services to occupants of surrounding properties.
F) None
G) None
H) It is well suited and perfect fit for the type of uses that are permitted.
I) N.a.
J) The proposed change has been included in the existing comprehensive plan, which helps support the community need for broader zoning in this area. The market has/is showing demand for more medical and service-related uses and tenants in this location.

Project Narrative

We are requesting a zoning change from I-1 to O-2 for 85-95 Revere Drive.

The request is in-line with the new comprehensive zoning plan.
Our tenancy and prospects have become more medical, service and therapy related. We are hoping that with the change we will be able to offer tenants an easier path to occupancy without the need for variance. This will help the community since there will be more access to business and services that are in demand and by ensuring an easy path to occupancy, it will help keep and bring more new businesses to our community.

The Building Height from Grade is 15.2’

LEASE

85-95 REVERE DRIVE INVESTORS LLC

LANDLORD

AND

TENANT

OFFICE LEASE

ARTICLE 1

BASIC LEASE PROVISIONS

Demised Premises Address:	[redacted]
Landlord & Address	[redacted] Attn: Brent Seiler
Tenant & Current Address	[redacted]
Lease Term:	Years () years with Two, Five Year (5) Renewal Options
Commencement Date of Term:	1, 2026
Expiration Date of Term:	31, 2029

Base Rent:	Annual	Monthly
202 to 202	$	$

202 and thereafter 3% annual increases

Renewal Term - Expiring rent plus 3% annual increases.

Rentable Area of Demised Premises: 2,256 square feet

Rentable Area of the Building: 34,700 Square feet

Tenant's Proportionate Share: %

Tenant's Use of the Demised

Premises: Professional office.

Security Deposit: $

m. Base Year Real Estate Taxes: 2026 Taxes paid in 2027 (to be determined)

n. Base Year Operating Expenses: 2026 Operating Expenses (to be determined)

Landlord for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Tenant for the Term (defined below) the premises (the "Demised Premises") being that building or a portion thereof, shown and dimensioned on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan") in the 85-95 Revere Drive (the "Office Building") in the Village of Northbrook, Cook County, Illinois, (the "City") and hereby grants to Tenant, its customers, patients (and their parents or guardians) guests, invitees, employees, agents and licensees all easements, rights and privileges appurtenant thereto, including the right to use the parking areas, driveways, roads, means of ingress and egress and other portions of the "Common Areas" (herein so called) as reflected in the Site Plan.

R. The Demised Premises shall contain a leasable floor area as stated in Article 1h. Such square footage shall be used in calculating the Tenant's proportionate share of Additional Rent (hereinafter defined).

ARTICLE 2

TERM AND USE

a) To have and to hold the same for a term (the "Term") commencing on the date that the Premises are ready for occupancy estimated as and ending Taking of possession of the Premises by Tenant shall be deemed to establish conclusively that the Premises are in good and satisfactory condition, as of when possession was so taken. Tenant acknowledges that (i) no representations as to the repair or condition of the Premises have been made by Landlord, unless expressly set forth in this Lease; (ii) Landlord has not agreed to undertake any alterations or modifications to the Premises except as set forth in this lease.

b) The Demised Premises shall be used and occupied for the purpose of all reasonable and necessary and ancillary uses for the practice of Professional Offices and for no other purpose. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Building or unreasonably interfere with such tenants' use of their respective premises or permit any use which would adversely affect the reputation of the Premises.

ARTICLE 3

EXHIBITS AND TENANT IMPROVEMENTS

a) The exhibits listed below and attached to this Lease are incorporated herein by reference:

EXHIBIT "A"- Site Plan of Demised Premises
EXHIBIT “B”- Tenant Improvement plans

b) Landlord will deliver the Demised Premises to Tenant no later than the date set forth in Paragraph IE above (the "Delivery Date"). The Landlord shall use its best efforts to complete the Landlord Improvements by the Delivery Date; however, if Landlord is delayed in delivering possession of the Demised Premises to Tenant, this Lease shall remain in effect but the Commencement Date and Expiration Date shall be amended to reflect the date that the Demised Premises is ready for occupancy. The date that the Village issues an occupancy permit or the date that the Tenant takes occupancy, whichever is sooner shall be the Commencement Date. Landlord shall have no liability to Tenant as a result of any delay in occupancy; however, if the delay in occupancy is more than sixty (60) days, the Tenant shall have the right to cancel and terminate this lease upon a thirty (30) day written notice to the Landlord, except if the delay is caused by a Permitted Delay (see definition in Article 35) beyond the control of the Landlord.

ARTICLE 4

TAXES

In addition to Base Rent, Tenant agrees to pay to Landlord additional payments, as follows:

Commencing in 2027, Tenant shall be responsible for its Proportionate Share of the increase in real property taxes and assessments (whether general or special and whether advalorem or based on rentals received) (collectively "Real Estate Taxes") which may be levied or assessed against the Office Building or the rent therefrom, by any lawful authority, over and above the taxes for the year 2025 paid in 2026 for each calendar year or portion thereof, commencing on the Commencement Date and ending upon the Termination Date of this Lease. Said Real Estate Taxes are to be prorated for any partial Lease Year occurring during the period in which the taxing authority assesses Real Estate Taxes. Said Real Estate Taxes shall include reasonable legal expenses incurred for the purpose of reducing Real Estate Taxes (e.g., legal fees incurred in contesting the assessment of Real Estate Taxes).

Tenant's Proportionate Share of all Real Estate Taxes during the Term hereof shall be paid monthly on an estimated basis together with installments of Base Rent. Upon receipt of all tax bills and assessments attributed to any calendar year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's

Proportionate Share of the Real Estate Taxes for such year or part thereof, together with legible copies of such tax bills and assessments, and in the event Tenant has underpaid its Proportionate Share of Real Estate Taxes for such calendar year, then Tenant shall pay such deficiency within thirty (30) days of such statement from Landlord. In the event Tenant has overpaid its Proportionate Share of Real Estate Taxes for such calendar year, then Landlord shall apply any such overpayment to the next installment or installments of Real Estate Taxes then coming due and payable pursuant to this Lease. In the event no such further installments of Real Estate Taxes are due and payable under this Lease, then Landlord shall promptly refund such overpayment to Tenant. A copy of a tax bill or assessment submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Real Estate Taxes levied or assessed against the property to which such bill relates. Landlord's and Tenant's obligations under this Article 4 shall survive the expiration of the Term of this Lease.

ARTICLE 5

INSURANCE

a) Tenant agrees to carry Commercial General Liability ("Tenant's Liability Insurance") insurance on the Demised Premises during the Term hereof naming Landlord as an additional insured, with companies reasonably satisfactory to Landlord and giving Landlord and Tenant a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance shall be for limits of not less than Two Million Dollars ($2,000,000.00) combined Bodily Injury and Property Damage Liability.

b) Tenant further agrees to carry all risk property insurance (hereinafter, "Tenants Property Insurance") covering, fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the full replacement value all of Tenant's Property located on or within the Demised Premises naming Landlord and its lender as additional insureds, as their interests may appear. Tenant shall provide Landlord certificates evidencing that Tenant's Property Insurance is in full force and effect. Landlord agrees that it shall not have any right, title or interest in and to Tenant's Property Insurance, or any proceeds therefrom. Each of these policies shall include a provision or endorsement in which the insurer waives its right of subrogation against Tenant.

c) Landlord will keep in force the following coverage:

i) Commercial general liability insurance of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate.

ii) Fire and Extended Coverage Insurance on the Building covering the full replacement costs of the Office Building, including all improvements and/or

leasehold improvements to the Demised Premises. Each of these policies shall include a provision or endorsement in which the insurer waives its right of subrogation against Tenant.

iii) Boiler and machinery or equipment breakdown insurance.

iv) Insurance required by law.

d) Landlord and Tenant, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from, or caused by, any casualty or hazard, covered, or required hereunder to be covered, in whole or in part by insurance on the Demised Premises or the Office Building or in connection with property on, or activities conducted on, the Demised Premises or the Office Building, and waive any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof.

ARTICLE 6

OPERATING EXPENSES

As used in this Lease, "Operating Expenses" mean all expenses of every kind paid or incurred in connection with the operation, maintenance and upkeep of the Office Building and common facilities within the Office Building, including, without limitation, insurance premiums for all risk and general liability insurance, the cost of maintaining lighting, cleaning, ventilating, landscaping, security, air conditioning and heating (when applicable) and where necessary the cost of improving or replacing any of said common facilities (or an annual charge or reasonable reserves established for such purpose) and the cost of policing and protecting same. In addition to the foregoing, and without limiting the generality thereof, the Operating Expenses shall include direct and indirect expenses of labor, licenses and permits, supplies, and equipment used or related to the operation and maintenance of the Office Building. Operating Expenses shall also include a management fee ("Management Fee") to be paid to Landlord, or Landlord's designee, for the administrative expense of maintaining the Office Building.

Tenant shall pay to Landlord, monthly Tenant's proportionate share of the increase in Operating Expenses over and above the Operating Expenses expended for the calendar year 2026 based upon Landlord's estimates, subject to readjustment as hereinafter provided.

c) Operating Expenses shall not include the following: (i) depreciation (ii) Leasing commissions (iii) repairs and restorations paid for by the proceeds of any insurance policy (iv) expenses incurred directly for the benefit of another tenant or property owner, such as electricity and other utilities for pond maintenance for pond(s) located upon adjoining property (v) costs incurred by the Landlord because of the violation by Landlord (or other tenant) of building codes the terms or caused by the negligence of the Landlord.(vi) income and franchise

taxes (vii) Renovating, decorating leased space for tenants other than ordinary maintenance provided for all tenants (vii) Advertising and promotional expenses. Capital expenditures shall be prorated over the intended life of the capital asset and Tenant will only be responsible for its proportionate share during the term of its lease.

d) Within one hundred eighty (180) days following the end of each calendar year, Landlord shall furnish Tenant with a statement showing the total actual Operating Expenses for the calendar year just expired, the amount of Tenant's share of such Operating Expenses and payments made by Tenant during such calendar year under this Lease; provided, however, that no delay in the delivery of such report shall affect Tenant's obligations hereunder. If Tenant's proportionate share of such Operating Expenses for such calendar year shall exceed Tenant's payments, as shown on the statement, then, within thirty (30) days after Tenant's receipt of the statement, Tenant shall pay the difference to Landlord. If the statement indicates an overpayment by Tenant, then Tenant shall be entitled to offset such excess against any payments becoming due under this Lease or any other payment obligations under this Lease or otherwise receive a refund from the Landlord for such amount. The obligations under this Article shall continue following termination or expiration of this Lease.

e) Upon reasonable prior written notice to Landlord and during Landlord's normal business hours, one (1) time during each calendar year. Tenant shall have the right to audit, inspect and copy the books and records of Landlord with respect to any cost or item which is passed through to Tenant, upon thirty (30) days advance, written notice by Tenant to Landlord. If the results of the audit show an overcharge to Tenant, Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of completion of such audit. In the event such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit.

ARTICLE 7

DATE ON WHICH RENT BEGINS

The Base Rent (defined below) and all Additional Rent (defined below) shall begin to accrue on the date (the "Rent Commencement Date") which is the Commencement Date unless otherwise set forth in Article 1. Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent".

Tenant hereby agrees to pay Landlord Rent in advance, without offset, deduction or claim, without notice or invoice from Landlord, on the first day of each and every month during the Term, commencing upon the Commencement Date and ending upon the termination date of this Lease. All payments provided for in this Lease (those hereinafter stipulated as well as Base Rent) shall be paid or mailed to:

85-95 Revere Drive Investors LLC
c/o North Park Properties, LLC

or to such other payee or address as Landlord may designate in writing to Tenant.

Any rent or other amounts to be paid by either party hereto which are not paid when due shall bear interest commencing ten (10) days after the date due until the date paid at the Default Rate (as defined below). In addition, if tenant shall fail to pay any Rent or other amounts due hereunder within ten (10) days after the same is due, Tenant shall be obligated to pay a late payment charge equal to five percent (5%) of any Rent or other amounts due hereunder not paid when due to reimburse Landlord for its additional administrative Expenses.

ARTICLE 8

SECURITY DEPOSIT

Tenant has deposited with Landlord a security deposit as set forth in Paragraph 1M above (the "Security Deposit") as security for the full performance of every provision of this lease to be performed by Tenant. If Tenant defaults with respect to any provision of this lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of this Security Deposit for the payment of any Rent and any other sum in default, or for the payment of any other amount which Landlord may reasonably spend or become obligated to reasonably spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may reasonably suffer by reason of Tenant's default. Landlord shall not apply the security deposit or any portion thereof towards items that are normal wear and tear. If any portion of Security Deposit is to be used or applied, Tenant shall within thirty (30) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this lease. Tenant may not elect to apply any portion of the Security Deposit toward the payment of Rent or other charges payable by Tenant under this lease. Landlord shall not be required to keep this Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after the expiration of the lease Term and Tenant's vacation of the Demised Premises. The Landlord shall deliver the funds deposited hereunder by Tenant (the Security Deposit) to the purchaser of Landlord's interest in the Demised Premises, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit.

ARTICLE 9

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Upon written request of Landlord, or any mortgagee or beneficiary of Landlord, Tenant will, in writing, subordinate its right hereunder to the interest of any mortgage or deed of trust, now or hereafter in force, against the Office Building of which the Demised Premises is a part and to all advances made or hereafter to be made upon the security thereof; provided, however, that the mortgagee or trustee, as applicable, named in said mortgage or trust deed shall agree that Tenant's peaceable possession of the Demised Premises and its rights under this Lease will not be diminished on account thereof so long as Tenant is not in default.

ARTICLE 10

REPAIRS AND MAINTENANCE

Except for any damage resulting from the gross negligence or willful misconduct of Landlord or its employees and agents, and subject to the provisions of Article 18 hereof, Tenant shall at its own expense keep the Demised Premises in good and clean condition and repair and tenantable condition, excepting HVAC (unless caused by Tenant's negligence), and other items which are Landlord's responsibility and shall replace and shall promptly and adequately repair all damage caused by Tenant or any of its employees, agents or invitees. If Tenant does not do so promptly and adequately, Landlord may, but need not, make such repairs and replacements and the cost so incurred by Landlord shall be deemed Additional Rent under this lease and shall be payable by Tenant upon the earlier to occur of (i) Landlord's written demand therefor and (ii) the next due installment of Rent under this lease. Tenant shall pay Landlord the cost thereof on demand. Landlord shall have the obligation of maintaining and keeping in good repair the Common Areas of the Property.

ARTICLE 11

ENVIRONMENTAL MATTERS

Tenant agrees to indemnify, defend and hold Landlord and its beneficiary, and their respective officers, employees and agents harmless from any claims, judgments, damages, fines, penalties, expenses, liabilities (including sums paid in settlement of all claims) or loss, including attorneys' fees, consultants' fees and experts' fees, which arise during the Term in connection with the presence of any hazardous or toxic substances in or around the Demised Premises to the extent caused by Tenant, its agents, employees, customers or invitees.

Landlord agrees to indemnify, defend and hold Tenant, and its respective officers, employees and agents harmless from any claims, judgments, damages, fines, penalties, expenses, liabilities (including sums paid in settlement of all claims) or loss, including attorneys' fees, consultants' fees and experts' fees, which arise during the Term in connection

with the presence of any hazardous or toxic substances in or around the Office Building to the extent caused by Landlord, its agents or its employees and/or by the other tenants in the Office Building.

ARTICLE 12

ALTERATIONS

Tenant shall not make any alterations in any portion of the Demised Premises nor any alterations to the exterior or structure of the Demised Premises nor place anything on the roof of the Demised Premises without, in each instance, first obtaining the written consent of Landlord which consent shall not be unreasonably withheld or delayed and may be conditioned on the Tenant agreeing to remove said improvements upon the termination of the lease. Tenant shall be responsible to obtain all necessary permits at its cost in connection with any alterations.

All alterations, additions and improvements in the installation of trade fixtures and equipment shall be at the cost of Tenant. Tenant hereby agrees to indemnify and save harmless Landlord from any and all expenses that may arise by reason of the installation of the fixtures or equipment or the making of additions, alterations or improvements by Tenant, including fees that Landlord may incur by reason of any claim for labor performed or material furnished or in violation of any federal, state or local statute, regulation, code, ordinance or other law. No installation of, repair to or other activity concerning trade fixtures, partitions or equipment within or other changes made to the Demised Premises shall: (i) adversely affect the structural integrity of the roof of the Demised Premises; (ii) impair or affect the weather tight condition of the roof or decrease the roof's useful life or adversely affect any roof warranty; (iii) overload electrical circuits or equipment; (iv) overload or unreasonably burden plumbing, water or sanitary sewer disposal facilities; (v) overload or unreasonably burden or otherwise adversely affect heating, air conditioning and other mechanical facilities or equipment; or (vi) materially and adversely affect any other tenants in the Office Building or other improvements to the Office Building.

ARTICLE 13

FIXTURES AND PERSONAL PROPERTY

Tenant at its expense shall immediately repair any damage occasioned by the removal of any trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property or Tenant improvements installed in or on the Demised Premises by Tenant at its expense ("Tenant's Property") and upon expiration or earlier termination of this Lease, shall leave the Demised Premises in a neat and clean condition, free of debris, normal wear and tear excepted. Any personal property remaining at the Demised Premises ten (10) days following the expiration or earlier termination of the Term of this Lease, shall be deemed the property of Landlord or Landlord may remove and dispose of said property and the expenses of such removal, disposal and any restoration of the Demised Premises shall be the obligation of Tenant.

ARTICLE 14

SIGNAGE

Tenant will not place or permit to be placed on any exterior door, wall or window of the Demised Premises any sign or advertising matter or decorations, except for a lettered identification sign on the door, without first obtaining the written consent of the Landlord which consent shall not be unreasonably withheld or delayed. The Landlord will on or before the Commencement Date add Tenant's name to the monument sign at Landlord's cost.

ARTICLE 15

LIENS

Tenant shall discharge any lien, encumbrance or charge arising out of the work of any contractor, mechanic, laborer or material contracted for by Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Demised Premises shall be filed against the Demised Premises or the Office Building, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond. If Tenant fails to do so Landlord may (but need not) pay and discharge such lien and the cost thereof shall be Additional Rent due from Tenant immediately upon written demand therefor by Landlord.

ARTICLE 16

LAWS AND ORDINANCES

Tenant agrees, at its sole cost and expense, to comply with all laws, ordinances, orders and regulations regarding the portions of the Demised Premises, Tenant's Work and Tenant's use of the Demised Premises, except to the extent such items are expressly made the responsibility of Landlord hereunder. Landlord agrees to comply with all laws, ordinances, orders and regulations regarding Operating and the structural portions of the Demised Premises (including the roof). Tenant agrees not to violate any reasonable regulations or requirements of any insurance underwriter, inspection bureau or similar agency with respect to the Demised Premises.

Tenant agrees not to (i) permit any illegal practice to be carried on or committed on the Demised Premises; (ii) make use of or allow the Demised Premises to be used for any purpose that might invalidate or increase the rate of insurance therefor; (iii) keep or use or permit to be kept or used on the Demised Premises any flammable fluids, gases, or explosives without the prior written permission of Landlord except for normal cleaning products, and

substances normally used in the general practice of dentistry which will be disposed in accordance with governmental and dental regulations; (iv) use the Demised Premises for any purpose whatsoever which might create a nuisance; (v) deface or injure the building or the Demised Premises; (vi) overload the floor; (vii) commit or suffer any waste; or (viii) install any electrical equipment that overloads lines.

ARTICLE 17

SERVICES AND UTILITIES

Landlord shall furnish the following services, as part of the Operating Expenses:

i) Water - Water for drinking, lavatory, and toilet purposes;

ii) Parking - Reasonable, safe and adequate outdoor parking facilities for the joint use of all tenants, on a first-come, first-serve basis;

iii) Landscaping - Landscaping of common area plantings;

iv) Lighting - Lighting of the parking lot and common areas during appropriate hours depending upon seasons of the year; and

v) Maintenance and cleaning of the parking lot and common areas.

vi) Office cleaning 5 days per week as per contract with CleanNet.

Tenant shall cooperate in keeping the Demised Premises neat and clean.

Tenant shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services and collection of refuse and garbage used within the Demised Premises. If not separately metered, said services will be part of Operating Expenses. In the event that any utilities are metered with adjoining or other leased space, Tenant agrees to pay its prorated portion of the utilities not separately metered based on the square footage of each such space.

Landlord shall not be liable to Tenant in damages or otherwise if the said utilities or services are interrupted or terminated because of necessary repairs, installations, or improvements, or any cause beyond the Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder.

d) The Tenant, at Tenant’s cost and with Landlord’s approval, which approval shall not be unreasonably withheld, shall have the right to change the landscaping at the entrance to the Demised Premises.

ARTICLE 18

DAMAGE TO DEMISED PREMISES

If the Demised Premises is hereafter damaged, destroyed or rendered partially untenantable for their accustomed use, by fire or other casualty, insured or which should have been insured under the coverage Landlord is obligated to carry pursuant to Article 5 of this Lease, then Landlord shall, within a reasonable period of time after Landlord has received applicable insurance proceeds and any necessary permits, restore the Demised Premises to substantially the same condition in which the Demised Premises were immediately prior to the occurrence of the casualty, except as otherwise provided in this Article and provided that Landlord shall not be obligated to expend an amount in excess of insurance proceeds received by Landlord. In no event, for any reason whatsoever, the Demised Premises is not completely restored within One Hundred Twenty (120) days after the date of the occurrence of the casualty, the Tenant shall have the right to terminate this Lease, upon a thirty (30) day written notice to the Landlord. In no event shall Landlord be obligated to repair or restore Tenant's Property. From the date of such casualty, until the Demised Premises is so repaired and restored, Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Demised Premises thus destroyed or rendered untenantable bears to the total Demised Premises. However, if fifty percent (50%) or more of the Demised Premises, or the building of which the Demised Premises are a part (based upon the cost to replace the Demised Premises damaged or destroyed as compared with the market value of the improvements on said Demised Premises immediately prior to such fire or other casualty, as reasonably determined by Landlord), is destroyed or rendered untenantable by fire or other casualty during the last year of the Primary Term or any Extension Term of this Lease, then Landlord shall have right to terminate this Lease effective as of the date of the casualty, by giving written notice of termination to Tenant within thirty (30) days of such casualty. If said notice of termination is given within this thirty-day period, this Lease shall terminate and Rent and all other charges shall abate as aforesaid from the date of such casualty, and Landlord shall promptly repay to Tenant any Rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Landlord is required or elects to repair or rebuild the Demised Premises as herein provided, then Tenant shall repair and replace Tenant's Property to at least their condition prior to the damage or destruction.

Notwithstanding anything to the contrary contained herein, in the event that the parties determine that the Premises cannot be restored within 120 days from the date of the event causing significant destruction of the Premises, Tenant shall have the right to terminate this Lease and be relieved of any further obligations hereunder, by giving Landlord written notice of its intent to terminate.

ARTICLE 19

INDEMNIFICATION

Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, in or about the Demised Premises arising from any breach or default by Tenant of this Lease, or the negligence or willful misconduct of Tenant or its agents, employees, invitees or contractors in or about the Office Building,, except to the extent caused by Landlord's negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from any breach or default by Landlord of this Lease, or the negligence or willful misconduct of Landlord or its agents, employees or contractors in or about the Office Building, except to the extent caused by the willful misconduct or negligence of Tenant occurring in the Demised Premises. In the event any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE 20

ASSIGNMENT, SUBLETTING AND OWNERSHIP

Tenant shall have the right to transfer, assign, sublet, license or otherwise convey this Lease or any interest herein, subject to Landlord’s commercially reasonable prior written consent. The Landlord’s consent shall not be unreasonably withheld or delayed,

Landlord shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Office Building, provided such transferee or assignee shall be bound by the terms, covenants and agreements herein contained and shall expressly assume and agree to perform the covenants and agreements of Landlord herein contained.

ARTICLE 21

ACCESS TO DEMISED PREMISES

After reasonable prior notice, not less than Twenty four (24) hours, except in cases of emergencies, Landlord may enter the Demised Premises for purposes of inspection, to show the Demised Premises to prospective purchasers, lenders and appraisers or to perform maintenance and repair obligations imposed upon Landlord by this Lease.

ARTICLE 22

DEFAULTS BY TENANT

The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

i) Any failure by Tenant to pay Rent when due or make any other payment required to be made by Tenant hereunder, and said delinquency continues for ten (10) days after the due date.

ii) A failure by Tenant to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for Thirty (30) days after Tenant's receipt of written notice thereof from Landlord, except that this Thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said Thirty (30) day period and Tenant proceeds to diligently cure such failure.

(iii) Any general assignment made by Tenant for the benefit of creditors, the filing by, or against, Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days), the appointment of a trustee or receiver to take possession that is not restored to Tenant within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

In addition to any other remedies available at law or in equity, in the event of any default by Tenant, which remains uncured by Tenant following written notice, Landlord shall be entitled to all the following remedies:

(i) Landlord may terminate this Lease by delivering written notice of termination to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord; provided that, if Tenant fails to so surrender the Demised Premises, then Landlord may, with due process of law, without prejudice to any other remedy it has for possession of the Demised Premises or arrearages in Rent or other damages, following court order for same, re-enter and take possession of the Demised Premises and expel or remove Tenant and any other person occupying the Demised Premises, or any part thereof, in accordance with applicable law. In the event Landlord shall at any time elect to terminate this Lease for such default as set forth herein, Landlord may recover from Tenant all reasonable damages Landlord may incur by reason of the breach, including, without limitation, the cost of recovering the Demised Premises from Tenant, reasonable attorney's fees incidental thereto and

the cost of remodeling or otherwise preparing the Demised Premises to be re-let, normal wear and tear excepted and shall have such other damages permitted by law.

Landlord may re-enter and take possession of the Demised Premises, without terminating the Lease, with due process of law, in accordance with applicable law, and relet the Demised Premises, applying the Rent received to the account of Tenant. No reletting by Landlord is considered to be for Landlord's own account unless Landlord has notified Tenant in writing that this Lease has been terminated. In addition, no such reletting to be considered an acceptance of Tenant's surrender of the Demised Premises unless Landlord so notifies Tenant in writing. Provided, however, nothing contained herein shall relieve Landlord from a duty to mitigate its damages.

Landlord may re-enter the Demised Premises, with due process of law and following a court order for same, without terminating the Lease or being liable for any damages, whether caused by the negligence of Landlord or otherwise, and do whatever Tenant is obligated to do under this Lease, in which event Tenant shall pay to Landlord, upon demand, the reasonable expenses paid by Landlord in satisfying Tenant's obligations under this Lease. Any sums so expended by Landlord shall bear interest at the Default Rate (as used in this Lease, the Default Rate shall be equal to two percent (2%) over the prime rate most recently published in The Wall Street Journal) from the date expended until the date Landlord is repaid.

If Landlord obtains possession of the Demised Premises as a result of Tenant's abandonment of same or by a decree from a court of competent jurisdiction, this shall not be construed as an election by Landlord to terminate this Lease, unless Landlord provides Tenant with a written notice of such election.

ARTICLE 23

SURRENDER OF DEMISED PREMISES

Tenant shall, upon the expiration of the Term granted herein, or any earlier termination of this Lease for any cause, surrender the Demised Premises to Landlord, including, without limitation, all building apparatus and equipment then upon the Demised Premises, and all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Demised Premises, other than Tenant's Property, broom clean, without any damage, injury or disturbance thereto (reasonable wear and tear excepted); provided, however, any of Tenant's Property, including any trade fixtures, signs and other personal property, which Tenant fails to remove within ten (10) days of any termination or expiration of the Term provided for herein shall be deemed abandoned and may be removed and

stored or otherwise disposed of by Landlord at Tenant's sole cost and expense.

ARTICLE 24

ATTORNEYS' FEES

If at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses for attorneys' fees, paralegal fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings.

ARTICLE 25

NOTICES

Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service or may be delivered to Tenant or Landlord at the addresses set forth in Article 1 above or at such other address requested in writing by either party upon thirty (30) days notice to the other party, by posting or personal delivery at the Demised Premises and shall be deemed to have been delivered on the date the same is (i) postmarked, if sent by certified mail; (ii) deposited, if sent by Federal Express or such other reputable overnight courier service, but shall not be deemed received until (a) one (1) business day following deposit with Federal Express or other reputable overnight courier service or (b) three (3) days following deposit in the United States Mail if sent by certified mail, to address shown below; or (iii) if to Tenant on the date of posting or personal delivery at the Demised Premises.

ARTICLE 26

REMEDIES

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law or in equity are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

ARTICLE 27

SUCCESSORS AND ASSIGNS

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of Article 20 are in nowise impaired by this Article 27.

ARTICLE 28

WAIVER

The failure of either Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default in any of the covenants, conditions and agreements of this Lease. No surrender of the Demised Premises by Tenant shall be affected by Landlord's acceptance of Rent or by other means whatsoever, unless the same is evidenced by Landlord's written acceptance of the surrender.

ARTICLE 29

HOLDING OVER

If Tenant, or any party claiming under Tenant, remains in possession of the Demised Premises, or any part thereof, after any termination or expiration of the Term of this Lease, without Landlord's consent, Landlord may treat such holdover a tenancy at sufferance and/or as an automatic extension of this Lease for a month-to-month tenancy, subject to all the terms and conditions provided herein at one hundred and fifty percent (150%) of the Monthly Base Rent for the month immediately preceding such holdover tenancy and provided that Landlord shall be entitled to obtain from Tenant all damages caused as a result of such retention of possession. No acceptance of Rent by Landlord shall be deemed to limit Landlord's remedies or be deemed an acceptance of Tenant's retention of possession.

ARTICLE 30

INTERPRETATION

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship between the parties of (i) principal and agent, (ii) partners, or (iii) joint venturers or enterprises.

ARTICLE 31

COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord represents and warrants that (i) Landlord is the fee simple owner and record title holder of the Demised Premises, (ii) Landlord has the full right, power and authority to make this Lease, and (iii) that Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Demised Premises and improvements thereon during the Term of this Lease.

ARTICLE 32

ESTOPPEL

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or, if not so, stating what amendments then exist), that this Lease is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant or Landlord, as the case may be, to be performed (or, if not so, setting forth those offsets, defenses or counterclaims existing), and that, as of such date, no default has been declared hereunder by either party or, if a default has been declared, such instrument shall specify same. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt. Failure to deliver the instrument within fifteen (15) days of receipt shall be considered a default under the lease.

ARTICLE 33

FORCE MAJEURE

Except as to defaults in the making of any payment, if either party hereto shall be delayed, hindered in, or prevented from, the performance of its obligations hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature, not the fault of such party (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time by delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

ARTICLE 34

SEVERABILITY

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

ARTICLE 35

GOVERNING LAW AND VENUE

This Lease shall be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

ARTICLE 36

BROKERS

Landlord and Tenant represent and warrant to one another that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of this Lease except for Landlords Broker and representative and

ARTICLE 37

OBLIGATIONS WHICH SURVIVE EXPIRATION OF THE LEASE

The following obligations of Landlord and Tenant shall survive the expiration or termination of this Lease: (a) any obligation herein permitted to be performed after the expiration or termination of this Lease; (b) any obligation not reasonably susceptible to performance prior to the expiration or termination of this Lease (including, without limitation, the provisions of Article 6C); and (c) any obligation, required hereunder to be performed at or before the expiration or termination of this Lease, not so performed.

ARTICLE 38

A. **Intentionally Omitted**

ARTICLE 39

ENTIRE AGREEMENT

This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties; promises or understandings pertaining to any such matters shall be effective for any such

purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

ARTICLE 40

CONDITION OF DEMISED PREMISES

Except as contained herein, Tenant acknowledges that neither Landlord nor any agent of Landlord have made any representation or warranty with respect to the Demised Premises or the Office Building or with respect to the suitability of either for the conduct of Lessee's business or profession. The taking of possession of the Demised Premises shall conclusively establish that the Demised Premises and the Building were, at such time in satisfactory condition.

ARTICLE 41

PRELIMINARY NEGOTIATIONS

The submission of this lease form by Tenant for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Landlord and Tenant acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Demised Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Lease has been fully executed by both Landlord and Tenant.

ARTICLE 42

NONRECOURSE

If Landlord shall fail to perform any covenants, terms or conditions of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the interest of Landlord in the Office Building and Landlord shall not be liable for any deficiency.

ARTICLE 43
OPTION TO RENEW

Provided the Tenant is not in default, the Tenant shall have the right to renew this lease for two additional period of five (5) years by giving the Landlord not less than one hundred and eighty days (180) days written notice prior to the expiration of the initial term of its intention to exercise its option to renew the lease. Such Extension Term to begin upon the expiration of the Initial Term. Annual Minimum Rent for the first Lease Year of the Extension shall be as set forth in Article 1.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year

first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized

TENANT:

By: _____,

By:_____

LANDLORD:

85-95 REVERE DRIVE INVESTORS LLC

By:_____
Its:_____

EXHIBIT "A"

SITE PLAN OF OFFICE BUILDING AND DEMISED PREMISES

EXHIBIT "B"

LANDLORD'S WORK

EXHIBIT B-1

1. Any Current telephone wiring and computer installation wiring (if any) will be retained for use by tenant. Tenant shall be responsible for the installation of any additional telephone wiring and computer installation wiring.

GUARANTY OF LEASE

In order to induce Landlord (as hereinafter defined) to execute that certain Lease ("Lease"), dated as of _____, between 85-95 Revere Drive Investors, LLC ("Landlord"), and ("Tenant"), the undersigned ("Guarantor") does hereby absolutely and unconditionally guarantee, the full performance and observance of all the covenants, conditions and agreements provided to be performed and observed by Tenant therein, including, without limitation, the prompt payment of the Fixed Minimum Rent and Additional Rent and all other amounts provided therein to be paid by Tenant. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Lease.

The Guarantor expressly agrees that its obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion against Tenant of any of the rights and remedies reserved to Landlord pursuant to the provisions of the Lease. Moreover, in the event that the Tenant is relieved of a portion of its obligations under the Lease by operation of law or otherwise, the Guarantor expressly agrees that its obligations under this Guaranty regarding the Tenant's remaining obligations under the Lease shall in no way be terminated, affected or impaired.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance. The liability of Guarantor is co-extensive with that of Tenant and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice proof, or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant other than defects or defenses based on Landlord's default under the Lease.

It is agreed that the failure of Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of rent or other payments with knowledge of the breach of any provision of

the Lease shall not be deemed a waiver of such breach.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Lease by Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affect Tenant, whether or not notice thereof or of any thereof is given to Guarantor.

Notwithstanding anything herein to the contrary, should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantor or to any trustee, receiver or other representative or either of them, any preferential payments or other similar amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Landlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No waiver or modification of any provision of this Guaranty nor any termination of this Guaranty shall be effective unless in writing, signed by Landlord; nor shall any such waiver be applicable except in the specific instance for which given.

All of Landlord's rights and remedies under the Lease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Tenant.

Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal

laws of the State of Illinois.

If Guarantor fails to pay any amount payable under this Guaranty when due, interest on such amount shall accrue at the rate of 12%.

IN WITNESS WHEREOF, this Guaranty is executed as of this ____ day of 2025.

DATE:_____

A.

CHICAGO TITLE INSURANCE COMPANY
CHICAGO TITLE AND TRUST COMPANY

CLOSER: JOE KUHNEN
DATE AND TIME OF PRINTING: 06/25/13 09:38

Settlement Statement (HUD-1)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	[redacted] JK7 [redacted]	7. Loan Number [redacted]	8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
[redacted]	[redacted]	[redacted]
G. Property Location:	**H. Settlement Agent:**	**I. Settlement Date:**
[redacted]	[redacted]	June 24, 2013 10:30
	Place of Settlement:	Funding Date:
	[redacted]	Disbursement Date: June 24, 2013

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	2,625,000.00	401. Contract sales price	2,625,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	228,153.84	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. TENANT PAYMENTS FOR BALANCE OF YEAR	20,568.90	409. TENANT PAYMENTS FOR BALANCE OF YEAR	20,568.90
110. PREPAID EXPENSES	1,728.84	410. PREPAID EXPENSES	1,728.84
111.		411.	
112.		412.	
120. GROSS AMT DUE FROM BORROWER	2,875,451.58	420. GROSS AMT DUE TO SELLER	2,647,297.74
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	50,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,787,500.00	502. Settlement charges to seller (line 1400)	79,685.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504. Payoff of first mortgage loan	2,312,856.37
204.			
205.		505. Payoff of second mortgage loan	
206.		506. EARNEST MONEY	50,000.00
207.		507.	
208. OWNERS POLICY CREDIT	4,981.25	508. OWNERS POLICY CREDIT	4,981.25
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/13 to 06/24/13	64,807.73	511. County taxes 01/01/13 to 06/24/13	64,807.73
212. Assessments to		512. Assessments to	
213. RENT CREDIT	14,660.64	513. RENT CREDIT	14,660.64
214. CREDIT FOR SECURITY DEPOSIT	42,564.75	514. CREDIT FOR SECURITY DEPOSIT	42,564.75
215. 2012 2ND INST TAXES CREDIT	63,370.72	515. 2012 2ND INST TAXES CREDIT	63,370.72
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,027,885.09	520. TOTAL REDUCTIONS AMT DUE SELLER	2,632,926.96
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amt due from borrower (line 120)	2,875,451.58	601. Gross amt due to seller (line 420)	2,647,297.74
302. Less amts paid by/for borrower (line 220)	(2,027,885.09)	602. Less reductions in amt due seller (line 520)	(2,632,926.96)
303. CASH(☒ FROM) (☐ TO) BORROWER	847,566.49	603. CASH(☒ TO) (☐ FROM) SELLER	14,370.78

L. SETTLEMENT CHARGES

ESC# [redacted]

TIME OF PRINTING: 09:38
DATE OF PRINTING: 06/25/13

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	Total Real Estate Broker Fees		
	Division of Commission (line 700) as follows:		
701.	$ 71,750.00 to BROKER		
702.	$ to		
703.	Commission paid at Settlement 50,000.00		71,750.00
704.	Add'l Comm To		
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801.	Our origination charge $ 13,406.00 (from GFE #1)		
802.	Your credit and charge (points) for specific interest rate chosen $(15,000.00) (from GFE #2)		
803.	Your adjusted origination charges (from GFE A)	(1,594.00)	
804.	Appraisal fee to FIRST MIDWEST BANK (from GFE #3)	4,100.00	
805.	Credit report to (from GFE #3)		
806.	Tax service to FIRST MIDWEST BANK (from GFE #3)	114.35	
807.	Flood certification to FIRST MIDWEST BANK (from GFE #3)	13.00	
808.	Other Charges - See Attached	10,650.00	
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901.	Daily interest charges from to @ $ /day (from GFE #10)		
902.	Mortgage insurance premium for months to (from GFE #3)		
903.	Homeowner's insurance for years to (from GFE #11)		
904.			
1000.	**RESERVES DEPOSITED WITH LENDER**		
1001.	Initial deposit for your escrow account (from GFE #9)	205,401.24	
1002.	Homeowner's insurance months @ $ per month $		
1003.	Mortgage insurance months @ $ per month $		
1004.	County property taxes months @ $ per month $ 70,401.24		
1005.	RESERVE ACCT months @ $ per month $ 135,000.00		
1006.	months @ $ per month $		
1007.	Aggregate Accounting Adjustment $		
1100.	**TITLE CHARGES**		
1101.	Title services and lender's title insurance (from GFE #4)	4,323.00	350.00
1102.	Settlement or Closing Fee CHICAGO TITLE AND TRUST COMPANY $ 1,575.00		1,575.00
1103.	Owner's title insurance to BETSY WOLF FRIESTEDT (from GFE #5)	4,981.25	
1104.	Lender's title insurance to BETSY WOLF FRIESTEDT $ 450.00		
1105.	Lender's title policy limit $1,787,500.00		
1106.	Owner's title policy limit $2,625,000.00		
1107.	Agent's portion of the total title insurance premium $ 2,930.63		
1108.	Underwriter's portion of the total title insurance premium $ 2,500.62		
1109.	Other Charges $ 298.00		223.00
1110.	$		
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201.	Government recording charges (from GFE #7)	165.00	
1202.	Deed $ Mortgage $ Release $		
1203.	Transfer taxes (from GFE #8)		3,937.50
1204.	City/County tax/stamps Deed $ 1,312.50 Mortgage $		
1205.	State tax/stamps Deed $ 2,625.00 Mortgage $		
1206.	Additional Charges $ 165.00		
1300.	**ADDITIONAL SETTLEMENT CHARGES**		
1301.	Required services that you can shop for (from GFE #6)		
1302.			
1303.			
1304.	SURVEY		1,300.00
1305.	TRUST FEES TO TO CHICAGO TITLE LAND TRUST COMPANY		550.00
1306.			
1307.			
1308.			
1400.	**TOTAL SETTLEMENT CHARGES** (enter on lines 103, Section J and 502, Section K)	228,153.84	79,685.50

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges

[redacted]

TIME OF PRINTING: [redacted]
DATE OF PRINTING: 06/25/13

Charges That Cannot Increase	HUD-1 Line Number	Good Faith Estimate	HUD-1
Our origination charge	# 801		
Your credit or charge (points) for specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer Taxes	#1203		
	Tolerance Adjustment		
	Total		

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201		
	Tolerance Adjustment		
	Total		
	Increase between GFE and HUD-1 Charges	$ or %	

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		
Daily interest charges	# 901		
Homeowners insurance	# 903		

Loan Terms

Your initial loan amount is	$
Your loan term is	years
Your initial interest rate is	
Your initial monthly amount owed for principal, interest, and and any mortgage insurance is	$ includes ☐ Principal ☐ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☐ No. ☐ Yes, it can rise to a maximum of The first change will be on and can change again every after Every change date, your interest rate can increase or decrease by Over the life of the loan, your interest rate is guaranteed to never be lower than or higher than
Even if you make payments on time, can your loan balance rise?	☐ No. ☐ Yes, it can rise to a maximum of $
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☐ No. ☐ Yes, the first increase can be on and the monthly amount owed can rise to $ The maximum it can ever rise to is $
Does your loan have a prepayment penalty?	☐ No. ☐ Yes, your maximum prepayment penalty is $
Does your loan have a balloon payment?	☐ No. ☐ Yes, you have a balloon payment of $ due in years on
Total monthly amount owed including escrow account payments	☐ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of $ that results in a total initial monthly amount owed of $ This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Homeowner's insurance ☐ Flood insurance ☐ ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

ADDITIONAL BUYER SETTLEMENT CHARGES

			CHARGE AMOUNT
808.001	ENVIRONMENTAL TO FIRST MIDWEST BANK	$	450.00
808.002	ATTYS FEES TO FIRST MIDWEST BANK		10,200.00
TOTAL Items Payable in Connection With Loan 808		$	10,650.00

ADDITIONAL BUYER TITLE CHARGES

			CHARGE AMOUNT
1109.001	CLOSING PROTECTION LTR FEE - LENDER	$	25.00
1109.002	CLOSING PROTECTION LTR FEE - BUYER		25.00
1109.003	EXPRESS DELIVERY & SERVICE FEE		25.00
1109.004	WIRE TRANSFER FEE		70.00
1109.005	STATE OF ILLINOIS REGISTRATION FEE		3.00
1109.006	ILAPLD CERTIFICATE SERVICE FEE		50.00
1109.007	POLICY UPDATE FEE		100.00
TOTAL buyer charges from page 2 (LINE 1109)		$	298.00

ADDITIONAL SELLER TITLE CHARGES

			CHARGE AMOUNT
1109.001	CLOSING PROTECTION LTR FEE - SELLER	$	50.00
1109.002	WIRE TRANSFER FEE		70.00
1109.003	STATE OF ILLINOIS REGISTRATION FEE		3.00
1109.004	COMMITMENT UPDATE FEE		100.00
TOTAL seller charges from page 2 (LINE 1109)		$	223.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWER'S:

85-95 REVERE INVESTORS, LLC

SELLER'S:

CHICAGO TITLE TRUST CO

UNDER TRUST HTB 1605 DATED 12/10/04

SETTLEMENT AGENT:

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent

NATIONAL SURVEY SERVICE, INC.

SURVEY NO. N-123895 LOCATION — DATE: APR. 11, 2001
REVISED CERTIFICATE — JUN. 01, 2001
N-125931 LOCATION — DEC. 23, 2004
N-129148 LOCATION — JUN. 3, 2013

ALTA/ACSM LAND TITLE SURVEY

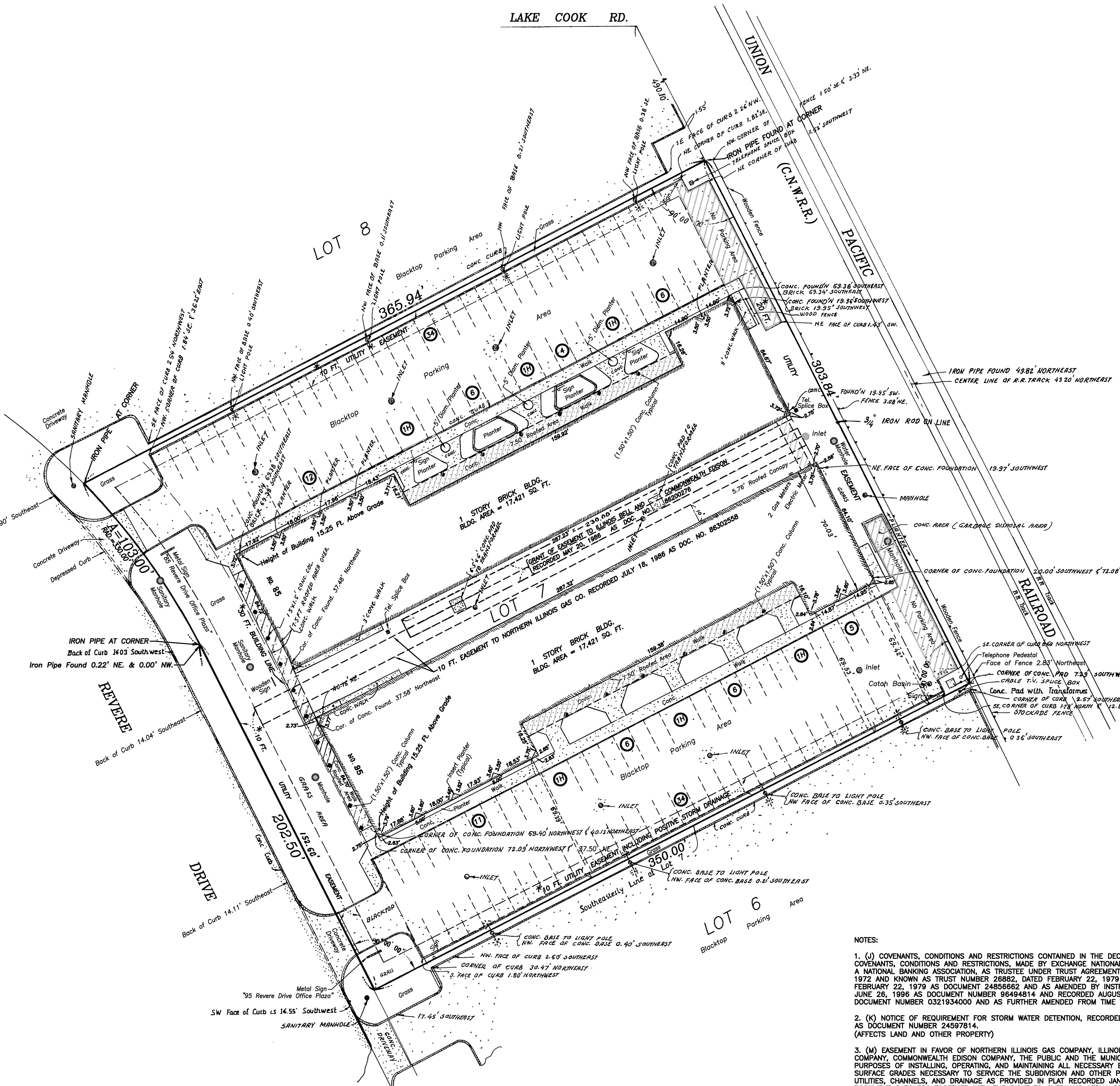
Plat of Survey

LOT 7 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA: 106,877 SQUARE FEET OR 2.4530 ACRES

KNOWN AS: 85-95 REVERE DRIVE, NORTHBROOK, ILLINOIS.

LOCATION FOR: RAY & GLICK, LTD.



*INDICATES EASEMENT AND BUILDING LINES AS SHOWN ON PLAT OF SUBDIVISION RECORDED JAN. 5, 1979 AS DOC. NO. 24791536

(1H) *DENOTES NUMBER OF HANDICAPPED PARKING SPACES*
TOTAL NUMBER OF HANDICAPPED PARKING SPACES = 6

(33) *DENOTES NUMBER OF REGULAR PARKING SPACES*
TOTAL NUMBER OF REGULAR PARKING SPACES = 124

FLOOD HAZARD INFORMATION:
THE SUBJECT PROPERTY IS DESIGNATED AS ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE VILLAGE OF NORTHBROOK, ILLINOIS, COMMUNITY NO. 170132, PANEL NO. 0093, MAP NUMBER 17031C0093J; MAP REVISED AUGUST 19, 2008, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

IMPORTANT

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT

DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. THUS: 4.57 MEANS 4 FEET AND $\frac{57}{100}$ FEET, OR IN FEET AND INCHES, THUS: 4'-6 $\frac{13}{16}$"

CONTRACTORS AND BUILDERS SHOULD BE NOTIFIED TO CAREFULLY TEST AND COMPARE, ON THE GROUND, THE POINTS, MEASUREMENTS, ETC. AS NOTED ON THIS PLAT, WITH THE STAKES, POINTS, ETC. GIVEN ON THE PROPERTY BEFORE BUILDING ON THE SAME, AND AT ONCE REPORT ANY SEEMING OR APPARENT DIFFERENCE BETWEEN THE SAME TO THE SURVEYORS THAT MISUNDERSTANDING OR DISPLACEMENT OF POINTS MAY BE CORRECTED BEFORE DAMAGE IS DONE

UTILITY DATA OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND IS SHOWN AS PER RECORDS OBTAINED FROM PRIVATE AND PUBLIC SOURCES AS INDICATED AND SHOULD BE ASSUMED TO BE APPROXIMATE

© NATIONAL SURVEY SERVICE, INC. 2013 "ALL RIGHTS RESERVED"

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

NOTES:

1. (J) COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 26882, DATED FEBRUARY 22, 1979 AND RECORDED FEBRUARY 22, 1979 AS DOCUMENT 24856662 AND AS AMENDED BY INSTRUMENTS RECORDED JUNE 26, 1996 AS DOCUMENT NUMBER 96494814 AND RECORDED AUGUST 7, 2003 AS DOCUMENT NUMBER 0321934000 AND AS FURTHER AMENDED FROM TIME TO TIME.

2. (K) NOTICE OF REQUIREMENT FOR STORM WATER DETENTION, RECORDED AUGUST 24, 1978 AS DOCUMENT NUMBER 24597814.
(AFFECTS LAND AND OTHER PROPERTY)

3. (M) EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, ILLINOIS BELL TELEPHONE COMPANY, COMMONWEALTH EDISON COMPANY, THE PUBLIC AND THE MUNICIPALITY FOR THE PURPOSES OF INSTALLING, OPERATING, AND MAINTAINING ALL NECESSARY EQUIPMENT AND SURFACE GRADES NECESSARY TO SERVICE THE SUBDIVISION AND OTHER PROPERTY WITH UTILITIES, CHANNELS, AND DRAINAGE AS PROVIDED IN PLAT RECORDED JANUARY 5, 1979 AS DOCUMENT 24791536 TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES OVER ALL OF THE LAND, AND ACCESS RIGHTS TO SUCH AREAS PLATTED AS "EASEMENTS", STREETS, ALLEYS AND PUBLIC AREAS, AND THE TERMS THEREOF AS CONTAINED IN SAID DOCUMENT. (AFFECTS THE SOUTHERLY, WESTERLY AND NORTHERLY 10 FEET AND THE EASTERLY 20 FEET OF THE LAND).

4. (O) GRANT OF EASEMENT MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 1985 AND KNOWN AS TRUST NUMBER 1087383 TO NORTHERN ILLINOIS GAS COMPANY IN, UPON, UNDER, OVER AND ALONG A 10 FOOT STRIP OF LAND TO LAY, MAINTAIN, OPERATE, REMOVE AND REPLACE GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH RIGHT OF ACCESS THERETO FOR SAID PURPOSES, AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY RECORDED JULY 18, 1986 AS DOCUMENT NUMBER 86302558.

5. (Q) EASEMENT IN, UPON, UNDER, OVER AND ALONG THE SOUTHERLY 10 FEET OF THE NORTHERLY 150 FEET OF THE EASTERLY 250 FEET EXCEPT THE EASTERLY 20 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 20, 1986 AS DOCUMENT NUMBER 86200276.

6. (R) TERMS, PROVISIONS, CONDITIONS, RESTRICTIONS AND LIMITATIONS CONTAINED IN THE AGREEMENT ENTERED INTO BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 23801 (SAID AGREEMENT NOT RECORDED BUT DISCLOSED BY AMENDMENT), AS AMENDED BY AMENDMENT TO RESTRICTIVE COVENANTS RECORDED JULY 16, 1973 AS DOCUMENT 22400807 AND AMENDED BY SECOND AMENDMENT TO RESTRICTIVE COVENANTS RECORDED JUNE 6, 1984 AS DOCUMENT NUMBER 27117890.

TO: GLICK FAMILY LIMITED PARTNERSHIP;
FIRST MIDWEST BANK, ITS SUCCESSORS AND ASSIGNS;
CHICAGO TITLE INSURANCE COMPANY;
85-95 REVERE INVESTORS, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B)(1), 7(C), 8, 9 11(A) AND 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 3, 2013

DATE OF PLAT OR MAP: JUNE 7, 2013

Michael D. Raimondi
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1409 ST5141543 VNC, WITH AN EFFECTIVE DATE OF MAY 8, 2013. EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID COMMITMENT, OR EASEMENTS OF WHICH THE UNDERSIGNED SURVEYOR HAS BEEN ADVISED OR HAS KNOWLEDGE, HAVE BEEN LISTED BELOW AND PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR AFFECT ON THE PROPERTY.

MICHAEL D. RAIMONDI 2993 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL.
MY LICENSE EXPIRES 11/30/2014

N-129148 LOCATION — JUN. 3, 2013
N-125931 LOCATION — DEC. 23, 2004
REVISED CERTIFICATE — JUN. 01, 2001
SURVEY NO. N-123895 LOCATION — DATE: APR. 11, 2001

State of Illinois,
County of Cook, } ss.

We Hereby Certify *that we have surveyed the above described property in accordance with official records and that the above plat is a true representation of said survey. Dimensions are corrected to a temperature of 62° Fahrenheit. This professional service conforms to the current Illinois minimum standards for a boundary survey.*

NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
30 S. MICHIGAN AVENUE, SUITE 200
CHICAGO, ILLINOIS 60603
WWW.NATIONALSURVEYSERVICE.COM
TEL: 312-630-9480 FAX: 312-630-9484

PROTECTION

BY Michael D. Raimondi
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993
mraimondi@nationalsurveyservice.com
DRAWN BY S.M.

CCM Clingen Callow & McLean, LLC
Attorneys and Counselors

2300 CABOT DRIVE, SUITE 500
LISLE, IL 60532-3639
630.871.2600
FAX: 630.871.9869

21 NORTH 4TH STREET
GENEVA, IL 60134
630.938.4769

33 NORTH DEARBORN, SUITE 1170
CHICAGO, IL 60601
312.265.6002
www.ccmlawyer.com

AFFILIATED WITH ERICKSON LAW GROUP, PC
PATENT & TRADEMARK COUNSEL
630.665.9404

[redacted]

August 31, 2020

[redacted]

Re.: Money Lender's Escrow Instructions
[redacted]

1. WHEATON BANK & TRUST COMPANY, N.A. ("Bank"), by Jonathan D. Carlson, Esq. of Clingen, Callow and McLean, LLC ("CCM"), [redacted] will deposit with CHICAGO TITLE INSURANCE COMPANY (as "Escrowee"), when required, provided Escrowee is prepared to comply with the terms hereof, by check or wire transfer in the amount of **$2,839,838.73**, in accordance with the Bank's settlement statement (a copy of which is attached), and will also cause to be deposited with you, as Escrowee, the following:

(a) One (1) original MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING dated as of August 31, 2020, in favor of Bank encumbering the real property described on Exhibit A therein commonly known as 85-95 Revere Drive, Northbrook, Illinois 60062 ("Premises");

(b) One (1) original ASSIGNMENT OF RENTS AND LEASES dated August 31, 2020 in favor of the Bank encumbering the Premises;

(c) A UCC Financing Statement for filing with the Secretary of State of Illinois;

(d) A UCC Financing Statement for filing with the Cook County, Illinois Recorder.

2. [redacted] Mark Litner, Esq., of JAFFE & BERLIN, LLC, [redacted] 85-95 REVERE DRIVE LLC, an Illinois limited liability company (the "Borrower"), will deposit with you:

(a) Physical possession of the Borrower's original signature page to the above referenced MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING;

(b) Physical possession of the Borrower's original signature page to the above referenced ASSIGNMENT OF RENTS AND LEASES;

(c) Such title clearance documentation, including, but not limited to ALTA Statements, certified rent roll, GAP/Personal Undertakings, name affidavits, etc. as are necessary to issue the Loan Policy in the form attached hereto as **Exhibit A**; and

(d) Such authority documents for the Borrower as you deem necessary to issue the Loan Policy.

PROVIDED you are notified in writing by Bank or its counsel, Clingen, Callow & McLean, LLC, that all terms and conditions of the loan have been complied with for the purpose of disbursement of the funds herein deposited, you are then authorized and directed to proceed as follows when Chicago Title Insurance Company is prepared to issue the Loan Policy in the form attached hereto as Exhibit A:

1. Pay the proceeds of the loan as follows:

(a) To CHICAGO TITLE INSURANCE COMPANY, an amount sufficient to cover charges for title costs, fees, expenses, and escrow charges;

(b) To FIRST MIDWEST BANK, those amounts identified in the final settlement statement;

(c) To JASON PRESS, those amounts identified in the final settlement statement;

(d) To WHEATON BANK & TRUST COMPANY, N.A., those amounts identified in the final settlement statement;

(e) To CLINGEN CALLOW & McLEAN, LLC, those amounts identified in the final settlement statement; and

(f) Pay the balance as directed by Borrower.

2. Record and file all items to be submitted for recording or submitted for filing.

3. Deliver to Jonathan D. Carlson of CCM, a certified copy of all items submitted for recording and submitted for filing, immediately, together with a copy of your settlement statements, and a signed copy of the marked-up pro forma Loan Policy.

4. Deliver to the Bank c/o CCM the original Loan Policy. You acknowledge and agree that, upon your disbursement of the closing funds in accordance with these escrow instructions, all title insurance premiums and charges will be fully paid, and the Loan Policy shall be deemed to be issued and effective as of the date of such disbursement.

Notwithstanding anything to the contrary herein, if (1) the proceeds of the loan are not disbursed as described above by 5:00 P.M. (Chicago time) on August 31, 2020, (2) any other condition to the close of escrow set forth above is not satisfied on or before 5:00 P.M. (Chicago time) on August 31, 2020, or (3) you receive notice of cancellation of escrow from CCM on behalf of the Bank prior to the close of escrow, then (provided in the case of clauses (1) or (2) above you have not received written instructions from CCM to the contrary) you shall return to the Bank all of the Bank deposits and all funds provided by the Bank, in accordance with instructions from the Bank or CCM.

Whenever under the terms of these escrow instructions the time for performance of a condition falls on a Saturday, Sunday, or holiday, the time for performance shall be extended to the next business day.

Any amendment or supplement to these escrow instructions must be in writing, signed by the Bank or its authorized agent.

These escrow instructions may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A copy may be considered the same as an original.

[SIGNATURE PAGE FOLLOWS]

The foregoing terms, conditions and provisions of these Money Lender's Escrow Instructions have been read and approved as of the 31st day of August 2020.

BANK:

WHEATON BANK & TRUST COMPANY, N.A.

BY:_____
Its authorized attorney agent

BORROWER:

85 – 95 REVERE DRIVE INVESTORS LLC,
an Illinois limited liability company

By: NORTH PARK PROPERTIES, LLC,
an Illinois limited liability company
Its: Manager

By:_____
BRENT J. SEILER, Manager

Accepted:

ESCROWEE:

CHICAGO TITLE INSURANCE COMPANY

BY:_____
Its authorized agent

The foregoing terms, conditions and provisions of these Money Lender's Escrow Instructions have been read and approved as of the 31st day of August 2020.

BANK:

WHEATON BANK & TRUST COMPANY, N.A.

BY:_____
Its authorized attorney agent

BORROWER:

85 – 95 REVERE DRIVE INVESTORS LLC,
an Illinois limited liability company

By: NORTH PARK PROPERTIES, LLC,
an Illinois limited liability company
Its: Manager

By: Mark S. Silver, Atty. for Brent Seiler, and Borrower
BRENT J. SEILER, Manager

Accepted:

ESCROWEE:

CHICAGO TITLE INSURANCE COMPANY

BY:_____
Its authorized agent

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 60 Revere Drive, I H K Cayland Jr, the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.

Of course, if there are any questions, please call me at email me at [redacted]

Please indicate your action above, sign/date this letter and return the signed copy to our office.

H K Layland I
Signature

H. K. Layland Jr
Print Name

60 Revere Pond
Property Address

10/7/25
Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 85-95 **Revere Drive, I** Brent Seiler **, the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.**

Of course, if there are any questions, please call me at email me at [redacted]

Please indicate your action above, sign/date this letter and return the signed copy to our office.

Brent J. Seiler
Signature

Brent Seiler
Print Name

85-95 Revere Drive
Property Address

10/1/2025
Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 105 **Revere Drive, I** Michael Cronin**, the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.**

Of course, if there are any questions, please call me at email me at [redacted]

Please indicate your action above, sign/date this letter and return the signed copy to our office.

Signature

Michael CRONIN

Print Name

105 REVERE DR.

Property Address

9/29/2025

Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 125 **Revere Drive, I** Arnold Mark, ~~**,**~~ **the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.**

Of course, if there are any questions, please call me at email me at

[redacted]

Please indicate your action above, sign/date this letter and return the signed copy to our office.

Arnold Malk
Signature

Arnold Malk
Print Name

125 Revere Drive
Property Address

9/29/25
Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of __215___ Revere Drive, I _Susan Rosenbaum_____, the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.

Of course, if there are any questions, please call me at email me at [redacted].

Please indicate your action above, sign/date this letter and return the signed copy to our office.

Susan Rosenbaum

Signature

Susan Rosenbaum

Print Name

215 Revere Dr

Property Address

9/29/25

Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 255 & 300 **Revere Drive, I** Fernando Gertzenstein, **the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.**

Of course, if there are any questions, please call me at email me at [redacted]

Please indicate your action above, sign/date this letter and return the signed copy to our office.

Signature

Fernando Gertzenstein
Print Name

255 & 300 Revere Drive
Property Address

September 30, 2025
Date

Northbrook Court Office Plaza Association

[redacted]

September 29, 2025

To: Owners of the Properties Location at

105 Revere Drive	3.32%
125 Revere Drive	3.32%
155 Revere Drive	3.32%
215 Revere Drive	3.32%
255 Revere Drive	5.90%
300 Revere Drive	33.52%
5 Revere Drive	19.04%
60 Revere Drive	21.82%
85-95 Revere Drive	6.44%

From: Brent Seiler - North Park Properties, On Behalf of 85-95 Revere Drive Ownership.

RE: Approval of Zoning Change from I-1 to O-2 for 85-95 Revere Drive

85-95 Revere Drive is pursuing a zoning change from I-1 to O-2 in an effort to better serve our community. This change is in line with the Villages of Northbrook's newly adopted zoning plan.

Please complete the below affirmation and return as soon as possible or contact us with any questions.

On behalf of the ownership of 5 **Revere Drive, I** Mario LaMacchia **, the property owner/authorized representative and as a member of the Northbrook Court Office Plaza Association, hereby affirm by signature below that we approve and support the rezoning of 85-95 Revere Drive.**

Of course, if there are any questions, please call me at email me at [redacted].

Please indicate your action above, sign/date this letter and return the signed copy to our office.

ONB LLC By: Jones Lang LaSalle Americas (Illinois), L.P., its agent

_____
Signature

Mario LaMacchia
_____
Print Name

5 Revere Drive
_____
Property Address

10/1/2025
_____
Date

APPROVED

RESOLUTION NO. 25-PC-23

VILLAGE OF NORTHBROOK PLAN COMMISSION
DOCKET NO. PCD-25-16
(85-95 REVERE DRIVE)

WHEREAS, an application has been filed by 85-95 Revere Drive Investors, LLC (the "Applicant") as owner, of the property commonly known as 85-95 Revere Drive (the "Subject Property), and

WHEREAS, the Applicant has filed an application (Docket No. PCD-25-16) with the Village of Northbrook requesting:

A. Rezone from I-1 Restricted Industrial to O-2 Limited Office
B. Variation to reduce the rear yard setback from 25' to 20';
C. Variation to reduce the required parking spaces from 139 spaces to 131 spaces (6%); and
D. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

WHEREAS, the Subject Property is designated as appropriate for Office- Professional uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on the Northbrook Public Notice webpage and a public hearing was held at the Plan Commission's regular meeting on November 18, 2025; 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 hearing, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by first class U.S. mail; and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, the following:

1. Village of Northbrook Plan Commission Application form & attachments received October 28, 2025, and all subsequent additions and revisions to these application materials and attachments.
2. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. <u>Findings</u>:

A. <u>Comprehensive Plan Compliance</u>. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-25-16 the proposed application **is in general compliance** with the Northbrook Comprehensive Plan, and specifically in compliance with the Future Land Use Map.

B. <u>Zoning Map Amendment</u>. With respect to Docket No. PCD-25-16A, the Plan Commission does hereby find that the Applicant's request to rezone the Subject Property from I-1 Restricted Industrial to O-2 Limited Office District **is consistent** with the Northbrook Comprehensive Plan, as amended, and does

comply with the standards for approval of such rezoning requests established in section 2-117. D of the Northbrook Zoning Code.

C. Variations. With respect to Docket No. PCD-25-16B/C, a request to reduce certain required setback and parking requirements, the Plan Commission finds that the following variations **are consistent** with the standards for variations established in Section 2-114. 2 of the Zoning Code.

a) Variation to reduce the required number parking spaces from 139 to 131 spaces (6%) to accommodate the existing parking lot; and

b) Variation to reduce the required rear setback from 25' to 20' to accommodate the existing building.

D. Other Relief. With respect to Docket No. PCD-25-16D, the Plan Commission does hereby find that no other relief is necessary.

2. Recommendations: The Northbrook Plan Commission does hereby recommend to the Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-25-16A/B/C based on the findings established herein, subject to the following conditions:

A. Zoning Map Amendment. The Subject Property shall be rezoned, as depicted in ***Exhibit A***, to be located in the Limited Office District and shall comply with all requirements of the O2 District.

B. Variations. The below requested variations shall be granted:

1. Variation to reduce the required parking spaces from 139 to 131 spaces (6%) to accommodate the existing parking lot; and
2. Variation to reduce the required rear yard setback from 25' to 20' to accommodate the existing building.

ADOPTED THIS 18th day of November 2025.

AYES: (5) Braiman, Morgen, Pipito, Walden, Elisco

NAYS: (0)

ABSENT: (3) Halperin, Karavitis, Melnick,

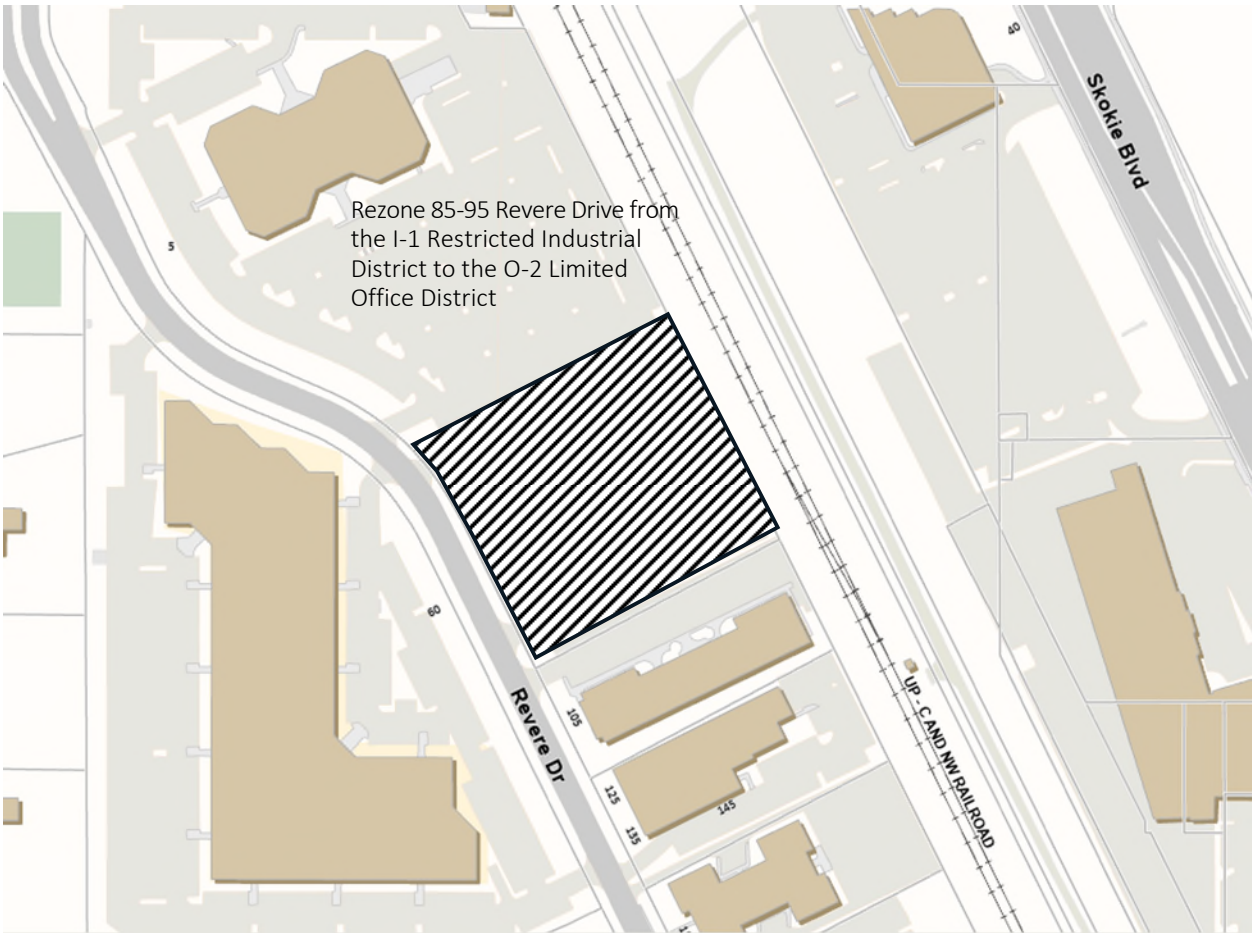
ABSTAIN: (0)

____/s/ Steven Elisco _____
Steven Elisco, Chairman
Northbrook Plan Commission

ATTEST:

__/s/ Amy McEwan_____
Amy McEwan, Director
Development and Planning Services

EXHIBIT A



DEPICTION OF REZONED PROPERTY

MEMORANDUM

To: Plan Commission
From: Planning & Zoning Technician Nya Carr
CC: Deputy Director Michaela Kohlstedt
Date: November 18, 2025
Subject: PCD-25-16: 85-95 Revere – Rezoning

INTRODUCTION

On November 18, 2025 the Plan Commission will conduct a public hearing on an application filed by 85-95 Revere Drive Investors, LLC (the "Applicant") as owner of the property commonly known as 85-95 Revere Drive (the "Subject Property). The applicant proposes to rezone the property from I-1 Restricted Industrial District to the O-2 Limited Office District. The following zoning relief is requested:

A. Rezone from the I-1 Restricted Industrial to the O-2 Limited Office;

B. Variation to reduce the required parking from 139 spaces to 131 spaces (6%);

C. Variation to reduce the rear yard setback from 25' to 20'; and

D. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

This is an application that was filed after the effective date of the new Zoning Code.

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 on the Northbrook Public Notice Webpage. Staff has not received any public comments for this application.

PROPERTY DESCRIPTION

The Subject Property is identified as being:

- located northeast of Revere Drive and west of the NW Railroad;
- approximately 108,011 square feet in size;
- improved with a one-story office building (34,842 square feet);
- zoned I1 Restricted Industrial District;
- designated as appropriate for Office – Professional in the Comprehensive Plan's Future Land Use;
- surrounded by properties with land uses as depicted on the attached Application Summary;
- not located within the 100-year flood plain; and
- not located in proximity to any areas identified in the Master Stormwater Management Plan.
- The Village's Bicycle and Pedestrian Plan does not designate Revere Drive in front of the Subject Property as appropriate for bicycle and pedestrian infrastructure.

BACKGROUND INFORMATION

The Subject Property is part of a larger group of parcels known as the Northbrook Court Office Plaza which are all governed by a Restrictive Covenant established in 1966 when the properties were annexed into the Village. When the land was annexed in 1966, a restrictive covenant was placed on the land that is now the Northbrook Court Office Plaza. The restrictive covenant was established at the time to provide additional regulations that would limit the impact of development on the adjacent residential properties to the west and south of the Northbrook Court Office Plaza. The restrictive covenant has remained in effect since its adoption and has been amended five times since the original approval. The Restrictive Covenant requires that for the rezoning to occur 75% of the property owners within the Northbrook Court Office Plaza Association must agree to the modification (such as the requested rezoning).

The application was filed under the new Zoning Code which allows an applicant to waive the preliminary review process and proceed directly to filing a formal application. In this instance, given the Comprehensive Plan designation, the Applicant requested to waive the preliminary review. When this occurs, an item is still placed on the next available Board of Trustees agenda noting that a formal application for zoning relief has been accepted by the Village. This notification occurred on the October 14, 2025 regular agenda.

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)
- Fire
- Police

There were minor zoning comments, which the Applicant addressed and provided responses. Included with the material submitted by the Applicant are the responses to those questions. There were no comments from the Police or Fire departments who approved the application as filed.

Compliance with Village Plans

- The Comprehensive Plan identifies the property for Office – Professional uses which is intended to accommodate existing and future facilities.
- The Village's Bicycle and Pedestrian Plan as noted earlier in this memo, does not designate Revere Drive in front of the Subject Property as appropriate for bicycle and pedestrian infrastructure.

PROPOSED PROJECT

- The applicant is proposing to rezone the Subject Property from I-1 Restricted Industrial to O-2 Limited Office. In addition, the applicant seeks approval for a parking variation and a rear yard setback variation which are necessary to bring existing non-conformities into compliance upon approval of a rezoning.
- The Applicant has indicated that prospective tenants are anticipated to include more medical, therapy, and other service-oriented businesses, which are permitted uses within the O-2 Limited Office District.
- The proposed rezoning aligns with the Village's existing comprehensive plan which designates the area for Office – Professional uses.
- No exterior or interior changes are proposed at this time on the building or site.

ZONING RELIEF

Rezoning. The Applicant is requesting that the Subject Property be rezoned from the I-1 Restricted Industrial District to O-2 Limited Office District. The O-2 District is intended to accommodate professional offices and business uses that require a limited amount of space and generate moderate levels of vehicle and truck

activity. This district also provides greater flexibility for a range of permitted uses, as the applicant is seeking, compared to the current I-1 District zoning.

The table below compares the dimensional standards of the I-1 and the O-2 Districts as they relate to the Subject Property. The rear yard setback for the Subject Property does not comply with the minimum rear yard dimensional standard; therefore, the applicant is also requesting a variation as noted later in the report.

	I-1	O-2	**Subject Property**
Lot Standards			
Lot Area, Minimum (sq ft)	650,000	25,000	106,877
Lot Width, Minimum (ft)	500	100	305
Lot Depth, Minimum (ft)	125	N/A	N/A
Yard Setbacks			
Front, Minimum (ft)	150	30	30
Interior Side, Minimum (ft)	150	30	75
Interior Side, Minimum (ft)	100	10	75
Rear, Minimum (ft)	100	25	**20**
Building Standards			
Height, Maximum (ft)	65	35	15.2
Height, Maximum (stories)	4	2	1

Parking Variation. There are 131 parking spaces on the Subject Property. The Applicant has provided detailed current tenant data indicating the parking requirements for the existing tenant spaces, which are calculated at 1 per 250 square feet. Based on the data provided, the total required number of parking spaces would be 139 spaces. Therefore, there is a deficit of 8 spaces on the Subject Property per the requirements of the zoning code. A parking variation of approximately 6% is requested to accommodate the existing condition. Staff has not received any complaints related to parking on the property.

Rear Yard Setback Variation. The existing rear yard setback on the subject property is 20 feet. The Applicant has submitted a plat of survey indicating the building's existing setbacks. The required rear yard setback in the O-2 district is 25 feet, which is a 5-foot deficit. Therefore, variation is required to allow the existing condition.

SUMMARY

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

1) Is it appropriate to rezone the property from I-1 to O-2 of the Subject Property?

2) Is it acceptable to grant a parking variation on the Subject Property?

3) Is it acceptable to grant a rear yard setback variation on the Subject Property?

Upon direction from the Plan Commission, staff has prepared the attached draft resolution for consideration by the Commission. If the Commission should choose to amend and/or take action on this resolution, it would be **Resolution No. 25-PC-22**

The Applicant and staff will attend the November 18, 2025 Plan Commission meeting to answer any questions.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2025-12-09
Subject: A Resolution Approving A Temporary Construction Easement with DuPage Water Commission for a new Fire Station 11

Overview
The attached resolution provides the Village a temporary easement for use of property adjacent to the new Fire Station 11 for construction staging activities.

Fiscal Impact
The temporary easement is at a cost of ten dollars and the Village shall maintain insurance naming the DuPage Water Commission as additional insured.

Recommendation
Approval.

Background

Subject to Village Board approval under a separate agenda item at this same meeting, the Village will begin construction of new Fire Station 11 this year at 820 Dundee, which is contiguous to property owned by the DuPage Water Commission. The Public Works Director and the Village's Construction Manager have collaborated with the DuPage Water Commission to agree on a suitable size, location, access, and fencing plan for construction staging for Fire Station 11 on the DuPage Water Commission property. Construction staging includes material storage and construction worker vehicle and trailer parking in connection with the construction of Fire Station 11.

The Village Attorney has worked with counsel for the Water Commission to prepare the attached agreement to formalize a Temporary Construction Easement. Staff will be in attendance to answer any questions.

NB - Resolution Approving Temporary Easement from DWC
Construction Easement

Resolution 2025-

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 Temporary Construction Easement with the DuPage Water Commission (916 Dundee Road)

shall be, and is hereby, adopted as follows:

Section 1. RECITALS.

The DuPage Water Commission ("***DWC***") is the owner of fee simple title to that certain real property known as 916 Dundee Road, Northbrook, Illinois ("***Property***").

The Village desires to use a portion of the Property for material storage and for construction worker vehicle and trailer parking in connection with the construction of a fire station.

DWC has agreed to grant a temporary construction easement to the Village for a portion of the Property, as further set forth the Temporary Construction Easement Agreement ("***Easement Agreement***") attached to this Resolution as ***Exhibit A***.

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

Section 2. APPROVAL OF EASEMENT AGREEMENT.

The Easement Agreement between the Village and DWC shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A*** and in a final form approved by the Village Manager and Village Attorney.

Section 3. EXECUTION OF EASEMENT AGREEMENT.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Easement Agreement.

Section 4. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its passage and approval in the manner provided by law.

EXHIBIT A

Easement Agreement

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this _____ day of _____, 2025, by and between the DUPAGE WATER COMMISSION, a county water commission ("Grantor"), and the VILLAGE OF NORTHBROOK, an Illinois municipality ("Grantee"), under the following circumstances, terms and conditions:

RECITALS

WHEREAS, Grantor is a county water commission unit of local government exercising the powers conferred upon it by statute;

WHEREAS, Grantee wishes to use a portion of the property located at 916 Dundee Road, Northbrook, IL and owned by the Grantor and legally described on **Exhibit A** attached hereto and made a part hereof (the "Property") for material storage and for construction worker vehicle and trailer parking in connection with the construction of a municipal fire station ("Fire Station Project") on property owned by Grantee and located at 820 Dundee Road, Northbrook, Illinois ("Grantee's Property");

WHEREAS, Grantee wishes to use only that portion of the Property that is depicted on **Exhibit B**, attached hereto and made a part hereof (the "Easement Premises");

WHEREAS, Grantee desires to obtain a temporary easement for construction material storage and parking on the Easement Premises; and

WHEREAS, Grantor now finds it necessary and convenient to grant a temporary easement to Grantee, and Grantee finds it convenient to accept such grant of temporary easement from Grantor, on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00), the mutual agreements and covenants contained herein, and for other good and valuable consideration

paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Temporary Easement; restricted Access.** Grantor hereby grants to Grantee and to Grantee's contractors and subcontractors related to the Fire Station Project a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary in connection with the construction of the Fire Station Project, which will include the temporary storage and staging of materials for the Fire Station Project, the parking of vehicles used by construction workers, and the placement of a construction job trailer all in the locations on the Easement Premises depicted on **Exhibit B**.

Grantee acknowledges that this temporary easement permits Grantee to access the existing access drive, driveways, and paved parking lots on the Easement Premises including an access drive shown on Exhibit B utilized by Grantor. Grantee will keep the access drive open and accessible at all times to Grantor.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on June 30, 2027.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, Grantor's funds, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such

lien shall arise or accrue against Grantor, Grantor's funds, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond in an amount not less than one hundred and seventy-five percent (175%) of the claim with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than fourteen (14) days after the earlier of the completion of Grantee's work or the expiration of this Agreement (weather permitting) and will reasonably continue restoration work until the Easement Premises is restored to at least as good a condition as it was before this Agreement. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises; provided that such use does not materially interfere with Grantee's intended use of the Easement Premises as described in Section 2 of this Agreement. Grantor shall not obstruct Grantee's access on and to the Easement Premises at the location shown on Exhibit B.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee and each of its contractors shall have in effect insurance in types and amounts set forth on **Exhibit C** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit C, with

waivers of subrogation and such agent/contractor's insurance shall also be primary and non-contributory to any insurance maintained by Grantee.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

11. **Notices.** All notices to be given hereunder shall be personally delivered; sent via first class mail with postage prepaid, electronic transmission; or mailed via a national overnight

courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:	ATTN: General Manager DuPage Water Commission 600 East Butterfield Road Elmhurst, IL 60126 Email: may@dpwc.org
with a copy to:	Phillip A. Luetkehans, Esq. Luetkehans, Brady, Garner & Armstrong, LLC 2700 International Drive, Ste. 305 West Chicago, IL 60185 Email: pal@lbgalaw.com
If to GRANTEE:	ATTN: Village Manager VILLAGE OF NORTHBROOK 1225 Cedar Lane Northbrook, IL 60062 Email: cara.pavlicek@northbrook.il.us
with a copy to:	Steven M. Elrod, Esq. Elrod Friedman LLP 350 North Clark Street, Suite 200 Chicago, IL 60654 Email: steven.elrod@elrodfriedman.com

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of delivery.

12. **Governing Law; Venue; Remedies; Attorney's Fees.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that jurisdiction and venue for any litigation under or regarding this Agreement shall lie exclusively in the Circuit Court of the

Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court and agree that said court is convenient to all parties.

13. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

15. **Enforcement.** If either party initiates any action to enforce, interpret, or declare rights under this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Severance.** In the event any term or provisions of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:	**GRANTEE:**
DUPAGE WATER COMMISSION	**VILLAGE OF NORTHBROOK**
By: James Zay	By:_____
Name: JAMES ZAY	Name:_____
Title: CHAIRMAN	Title:_____

EXHIBIT A

Legal Description of the Property

Parcel 1:
Lot 1 in the Plat of Consolidation of Green Acres Country Club, being located in Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded as document number 0627012090, in Cook County, Illinois, excepting therefrom that part described as follows:

Beginning at the Southwest Corner of Said Lot 1; thence North 00 degrees 22 minutes 42 seconds East, (bearings based on Illinois State Plane Coordinates System, NAD83, East Zone), along the most Westerly line of said Lot 1, also being the East Right of Way Line of Lee Road, per said Plat of Consolidation, 30.14 feet; thence South 68 degrees 56 minutes 23 seconds East, 71.26 feet, to a point on a line 5.00 feet North of and parallel with the North Right of way line of Illinois Route 68 (Dundee Road), per said Plat of Consolidation, thence North 89 degrees 35 minutes 41 seconds East, along the last described parallel line, 249.07 feet to a point on an East line of Said Lot 1; thence South 00 degrees 24 minutes 19 seconds West, along said East Line, 5.00 feet to a point on the South Line of said Lot 1, also being the North Right of Way of Said Illinois Route 68; thence North 89 degrees 35 minutes 41 seconds West, along the last described line 315.73 feet to the point of beginning.

Parcel 2:
That part of the Southwest 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence 1249.9 feet (recorded) East coincident with the South Line of the Southwest 1/4 of Said Section; thence North 33 feet perpendicular to the last described line (the 33 feet North of the South Line of the Southwest 1/4 of Section was taken for Dundee Road by the State of Illinois) to the point of said beginning; thence North 00 degrees, 01 minutes, 40 seconds West 317.12 feet to a monument, an iron pipe; thence 99.89 feet North 89 degrees, 54 minutes 08 seconds East to a monument, an iron pipe; thence 69.99 feet South 00 degrees, 03 minutes, 17 seconds East to the intersection with a non-tangential curve convex to the Northeast with a radius of 50.49 feet, an arc of 78.54 feet and a chord of 70.86 feet with a bearing of South 44 degrees, 43 minutes, 11 seconds East to a monument, an iron pipe; thence 50.07 feet South 00 degrees, 04 minutes, 33 seconds East to a monument, an iron pipe; thence 146.89 feet South 00 degrees, 04 minutes, 42 seconds East to the intersection of a line parallel with and 33 feet North of the South Line of the Southwest 1/4 of Section; thence West 149.93 feet parallel with the South Line of the Southwest 1/4 of said Section to the point of beginning of this tract of Land.

Parcel 3:
That part of the Southwest 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence 1099.9 feet (recorded) East coincident with the South Line of the Southwest 1/4 of Said Section; thence North 33 feet perpendicular to the last described line (the 33 feet North of the South Line of the Southwest 1/4 of Section was taken for Dundee Road by the State of Illinois) to the point of said beginning; thence North 00 degrees, 02 minutes, 36 seconds West 317.00 feet (recorded) to a monument, an iron pipe; thence 150.01 feet North 89 degrees, 57 minutes, 08 seconds East to a monument, an iron pipe; thence 317.12 feet South 00 degrees, 01 minutes, 40 seconds East to the intersection of a line parallel with and 33 feet North of the South Line of the Southwest 1/4 of Section; thence West 149.92 feet parallel with the South line of the Southwest 1/4 of said Section to the point of beginning of this tract of Land.

Parcel 4:
That part of the former Union Pacific Railroad Company's right of way, located in the South Half of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, described as that part thereof lying Westerly of a line drawn 30.00 feet Westerly of and parallel with the center line of the West main track of said railroad, and lying South of the South Line of the Illinois Toll Highway, and lying North of the South Line of the North Half of the South Half of said Section 2, in Cook County, Illinois.

Parcel 5:
That part of the North Half of the South West Quarter of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning at a point in a line 734 East of (measured at right angles to) and parallel with the West Line of said North Half of South West Quarter, said point being 302.4 feet North of (measured at right angles to) the South Line of said North Half of South West Quarter; thence West along a line parallel with and 302.4 feet North of the said South Line of the North half of the South West Quarter, a distance of 70 feet; thence Southeasterly to a point in a line 734 feet East of (measured at right angles to) and parallel with the West Line of said North Half of the South West Quarter, said point being 100 feet South of the place of beginning; thence North to the place of beginning, situate in the County of Cook, State of Illinois.

Parcel 6:
That part of the Southwest Quarter of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at a point in the South line of the Southwest Quarter of Section 2, 1399.9 feet East of the Southwest corner of said Section; thence North 180 feet; thence South 89 degrees 59 minutes East 100 feet to a point of curve; thence Southeasterly along a curve having a radius of 50 feet convex Northeasterly 78.54 feet; thence South 00 degrees 1 minute West 130 feet to the south line of said Southwest Quarter of Section 2; thence North 89 degrees 59 minutes West along said South Line of said Southwest Quarter 150 feet to the place of beginning in Cook County, Illinois.

Permanent Index Numbers:

04-02-300-046-0000	(Affects Parcels 1 and 5)
04-02-301-007-0000	(Affects Parcel 3)
04-02-301-014-0000	(Affects Parcel 2)
04-02-301-015-0000	(Affects Parcel 6)
04-02-500-002-0000	(Affects part of Parcel 4 and other property)
04-02-500-006-0000	(Affects part of Parcel 4 and other property)

EXHIBIT B

Depiction of Easement Premises

Legend

Contractor and subcontractor vehicle parking

Material lay down area

Leopardo Construction Trailer

Temporary construction fencing, fencing on DWC property to be panels on stanchions, no driven posts.

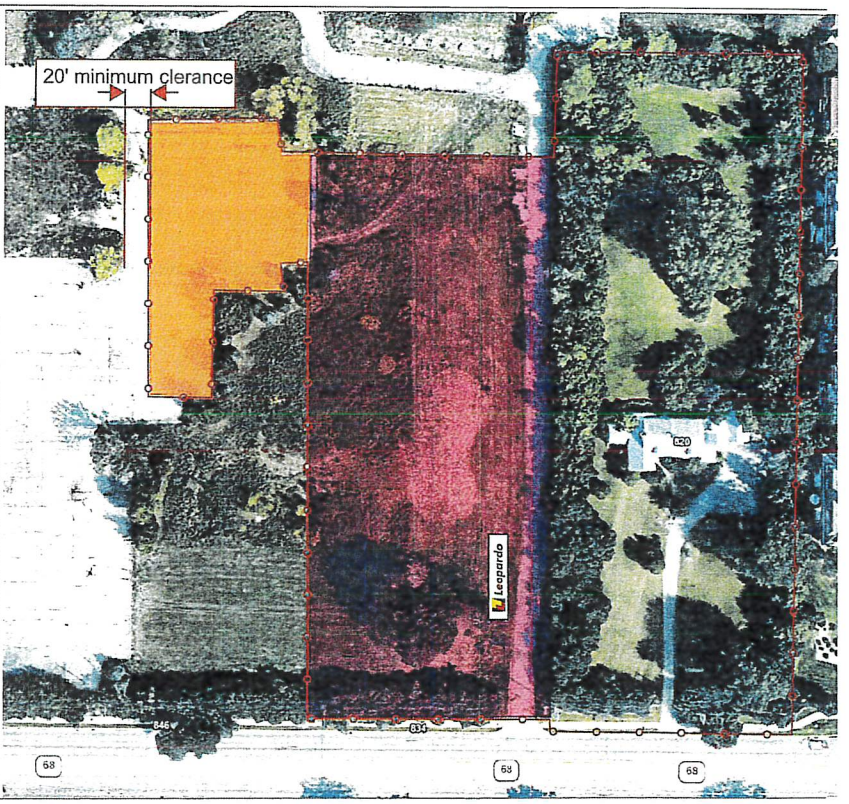
General Notes

Any temporary roadways, walkways, or other access routes installed for construction activities shall be removed upon completion of the Work. The Contractor shall, at its sole expense, restore all affected areas to a condition equal to or better than that which existed prior to construction. Restoration shall include, but not be limited to, regrading, replacement of topsoil, seeding, blanketing and any other work necessary to ensure the area is returned to its current condition.

The Contractor shall not locate or store temporary restrooms, fuel, lubricants, chemicals, or any other potentially contaminating or hazardous materials on DuPage Water Commission property under any circumstances.

The Contractor shall be responsible for maintaining all grounds and fenced-in areas within the construction limits for the duration of the project. Maintenance shall include, but not be limited to, regular mowing, trash and debris removal, dust control, and general housekeeping to ensure a safe, clean, and orderly site. All fencing shall be maintained in good repair to provide continuous protection and security.

DWC will not be restricted from using utilizing cart paths to access other areas of the property.



Leopardo
5200 Prairie Stone Pkwy,
Hoffman Estates, IL 60192
www.leopardo.com

Temporary Construction Easement

No.	Description	Date

Northbrook Fire Station #11

Project number	25-3647
Drawn by	Ryan Rojas
Scale	N/A

EXHIBIT C

Insurance Requirements

EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall at all times have and ensure that its contractors, prior to and at all times while providing, performing, or completing the Work, procure, maintain, and keep in force, at their expense, at least the following minimum insurance coverages:

1. Workers' Compensation and Employer's Liability with limits not less than:

   (a) Workers' Compensation: Statutory; and

   (b) Employer's Liability:

   $1,000,000 injury-per occurrence

   $1,000,000 disease per employee

   $1,000,000 disease-policy limit

   Such insurance shall evidence that coverage applies to the State of Illinois, contains an "all States" endorsement, and provide a waiver of subrogation in favor of Grantor.

   Grantee and its contractors shall provide a waiver of subrogation on its workers compensation policy in favor of DuPage Water Commission and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 per occurrence for vehicles owned, non-owned, or rented.

   All employees must be included as insureds.

   A waiver of subrogation in favor of the DuPage Water Commission, its agents, officers, Commissioners, and employees shall be included in the Commercial Motor Vehicle Liability policy.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits not less than:

   (a) Each Occurrence: $2,000,000

   (b) General Aggregate: $10,000,000

   (c) Completed Operations Aggregate: $10,000,000

   (d) Personal Injury: $1,000,000

   Coverages shall include:

   - Premises Operations

- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Bodily Injury and Property damage
- "X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insureds.

Commercial General Liability insurance shall be maintained by Grantee and its contractors in these limits for at least a three (3) year period following termination of this Agreement.

4. Commercial General Liability and Commercial Motor Vehicle Liability policies shall be Primary and Non-contributory with the DuPage Water Commission, its board members and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives included as Additional Insureds.

5. Pollution liability coverage must be provided with minimum limits of $1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the Property by Grantee and/or its contractors. Pollution liability coverage must be maintained with continuity throughout the 3-year period following termination of this Agreement and retroactive date of the earlier of the date of the Agreement or the date work is first commenced on the Property by Grantee and/or its agents and contractors.

General Requirements Applicable to All Insurance

Prior to entry on the Property, Grantee shall furnish Grantor with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to the DuPage Water Commission prior to cancellation or material change of any insurance referred herein.

The words "endeavor to" shall be deleted from the cancellation provision of all certificates provided by the Grantee.

Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance.

Grantor shall have the right, but not the obligation, to prohibit Grantee or any of its contractors from entering the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Grantor.

Failure to maintain the insurance required in this Exhibit C shall constitute an event of default under this Agreement and shall allow Grantor to immediately terminate this Agreement at Grantor's option. If Grantee fails to maintain the insurance as set forth herein, Grantor shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

Grantee shall provide certified copies of all required insurance policies within 10 days of Grantor's written request for said copies.

No Representation of Coverage Adequacy – By requiring the insurance as set out in this Exhibit C, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to Grantor in this Agreement.

Cross Liability – If Grantee or its contractors' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Exhibit C are independent from all other obligations of Grantee under this Agreement, including Grantee's obligation to defend, indemnify and hold harmless Grantor, and apply whether or not required by any other provision of this Agreement.

Grantee shall cause its contractors and each subcontractor employed by its contractors to purchase and maintain insurance of the type specified in this Exhibit C. When requested by Grantor, Grantee shall furnish Grantor copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance acceptable to Grantor shall be filed with Grantee prior to entry upon the Property and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Agreement shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Grantor. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be promptly furnished by Grantee.

Grantee, its contractors and subcontractors waive all rights against the DuPage Water Commission and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

In the event the requirements of this Exhibit C conflict with insurance requirements elsewhere in the Contract Documents, the requirements in this Exhibit C shall control.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Human Resources Director Sarah Bagley
Date: 2025-12-09
Subject: A Resolution Approving the Establishment of a Retirement Health Care Funding Plan Pursuant to the Collective Bargaining Agreement by and between the Village and Local 1894 International Association of Firefighters.

Overview

As provided in the Village's Collective Bargaining Agreement with Local 1894 International Association of Firefighters a retirement health care funding plan ("RHF") administered by the Village on behalf of its members upon retirement will be established.

Fiscal Impact

Administrative costs associated with the Plan are subject to reimbursement in the future by the Plan participants.

Recommendation

Approval.

Background

The Collective Bargaining Agreement between the Village and the Local 1894 International Association of Firefighters provides that the Village implement a Retirement Healthcare Funding (RHF) plan for the group under Section 115 of Internal Revenue Code. The Village engaged in a competitive process to review company offerings, fees and plan stipulations. Gallagher was identified as the most qualified respondent to administer the Plan.

The attached Resolution establishes the RHF Plan and designates Gallagher as the Plan Administrator as recommended. All contributions to the Plan are set as a percentage of the individual member's pay as determined by the Union with the Village providing no additional contributions.

A Resolution Approving the Establishment of a Retirement Health Care Funding Plan Pursuant to the Collective Bargaining Agreement by and between the Village and Local 1894 International Association of Firefighters
HealthInvest Adoption Packet - Section 115 - Village of Northbrook (Final).pdf
RHFP Final

Resolution 2025 -

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 Establishment of a Retirement Health Care Funding Plan Pursuant to the Collective Bargaining Agreement by and between the Village and Local 1894 International Association of Firefighters

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Collective Bargaining Agreement ("***CBA***") with Local 1894 International Association of Firefighters provides, in part, for the establishment of a retirement health care funding plan ("***RHF Plan***") to be administered by the Village on behalf of its members upon retirement.

Section 18.02 of the CBA provides:

> At the request of the Union, Village will exercise reasonable efforts to implement a Retirement Healthcare Funding (RHF) plan for use upon retirement for eligible health-related expenses as allowed by the Internal Revenue Service. The Village shall be responsible for selecting the RHF plan administrator on or before September 1, 2023. The Village will present to the Union for final review plan administrator selection on or before August 1, 2023, inclusive of all set-up costs and in the event the Union objects to the plan administrator selected by the Village, the Village will not proceed with implementation of the RHF plan during the term of this contract. The Union will be responsible for setting the employee contribution formula(s) into this fund which shall be revised no more frequently than annually. These withholdings shall be withheld from employee compensation and paid by the Village on behalf of each contributing employee into the RHF account according to the terms of the RHF plan. It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHF Plan on behalf of any or all bargaining unit employees nor any obligation to pay any plan expenses including set up costs."

The Village desires to establish the RHF Plan pursuant to the CBA, which RHF Plan will be the responsibility of the Village to administer. The Village proposes that Gallagher Benefit Services, Inc. ("***Administrator***") will provide administrative services for the RHF Plan ("***Services***") and that funds in the RHF Plan will be invested by the Administrator with assistance from CAPTRUST Financial Advisors in an advisory capacity ("***Trust***"). The Village Manager, pursuant to proper authority, previously entered into an agreement with CAPTRUST Financial Advisors on behalf of the Village.

In order for the Administrator to provide the Services for the RHF Plan, and for the Trust to administer the RHF Plan funds, the Village must approve the follow documents: 1) Trust Adoption

Documents, and 2) Plan Adoption Documents (collectively, the "***Adoption Documents***"). The Final versions of these documents have been reviewed with Village staff and the Village Attorney.

The Village President and Board of Trustees have determined that is in the best interest of the Village and its residents to establish the RHF Plan and approve the Adoption Documents.

Section 2. Approval of Adoption Documents.

The Adoption Documents shall be, and are hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Adoption Documents.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Adoption Documents.

Adopted:

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

ATTEST:

_____
Village President

_____
Village Clerk

Gallagher | HealthInvest HRA

Adoption Packet

- Part 1: Trust Adoption Documents
- Part 2: Plan Adoption Documents

Congratulations!

You've made a wise decision to adopt Gallagher's HealthInvest HRA Plan.

As Plan Sponsor, please complete and sign the **Trust** and **Plan** adoption documents contained in this packet. Simply follow the instructions on pages 4 and 54.

Upon execution of all required documents, Gallagher Benefit Services, Inc. will serve as your Plan's HRA Service Manager. We will follow up with a welcome packet, which will include certain administrative tools and instructions to help you get started with the enrollment and contribution processes.

We look forward to providing you and your participants with excellent service. If you have questions, please contact your Gallagher representative or our HealthInvest HRA Customer Care Center at **1-844-342-5505**. Any one of our friendly—and award-winning—representatives will be happy to help or direct you to the appropriate person.

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Gallagher | HealthInvest HRA

Adoption Packet Contents

Part 1: Trust Adoption Documents 3

- Trust Adoption Instructions
- Master Trust Adoption Agreement
- Exhibit C – Plan Sponsor Trust Agreement

By executing these documents, you will create or provide, as applicable, your **Plan Sponsor Trust** and join HealthInvest HRA's **Master Trust**. See **Trust Adoption Instructions** on page 4 for more details.

Part 2: Plan Adoption Documents 53

- Plan Adoption Instructions
- Plan Sponsor Contact Information Form
- Plan Adoption Agreement

With this set of documents you will **provide contact information and establish your plan**. You will also sign the **HIPAA Business Associate Agreement**. See **Plan Adoption Instructions** on page 54 for more details.

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Gallagher | HealthInvest HRA

Part 1

Trust Adoption Documents

Items listed in **bolded blue text** and marked with an asterisk (*) are documents that must be completed and/or signed by an authorized officer of the Plan Sponsor. Read **Trust Adoption Instructions** on page 4 for more details.

Trust Adoption Instructions 4

Master Trust Adoption Agreement* 5

Exhibit A: Contact Information for Notices 12
Exhibit B: Master Trust (Agreement and Declaration).....13
Exhibit C: Plan Sponsor Trust Agreement*[1] 34

*Must be completed and/or signed by an authorized officer of the Plan Sponsor.

[1]This is the primary trust to hold your plan's assets in safekeeping. This must be our form of trust document that is completed and/or signed by an authorized officer of the Plan Sponsor or a previously executed trust document approved by the HRA Service Manager.

Capitalized terms used throughout this set of **Trust Adoption** documents and not otherwise defined herein shall have the meaning given to such terms in the **Plan Documents**, as amended from time to time. The **Plan Documents** are provided separately.

In addition to this set of **Trust Adoption** documents, you must also execute the **Plan Adoption** documents.

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Gallagher | HealthInvest HRA

Trust Adoption Instructions

Please carefully follow the instructions below. All actions are required unless otherwise noted.

For your convenience, all documents are designed to be executed electronically, including the signature pages. Just follow the prompts.

Your completed set of Trust Adoption documents will be reviewed and countersigned by Gallagher Benefit Services, Inc. (GBS) as the HealthInvest HRA Service Manager. We will maintain an electronic countersigned copy and email a duplicate copy to you or your designated contact. You, as Plan Sponsor, should keep all executed documents on file.

☐ Page 5 **Join the Master Trust:** Complete and sign the **Master Trust Adoption Agreement**.

Execution of the Master Trust Adoption Agreement causes your primary trust to become a Participating Trust under the Master Trust for purposes of participation in and administration of the HealthInvest HRA Plan.

☐ Page 34 **Plan Sponsor Trust Agreement:**

☑ Option 1: Complete and sign the HealthInvest HRA form of **Plan Sponsor Trust Agreement** provided by the HealthInvest HRA Service manager.

☐ Option 2: Provide your previously executed trust that has been approved by the HealthInvest HRA Service Manager.

This is the primary trust agreement created for the safekeeping of your HRA Plan assets and will be attached as Exhibit C to the Master Trust Adoption Agreement. This trust will become a Participating Trust under the HealthInvest HRA Master Trust pursuant to the Master Trust Adoption Agreement.

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MASTER TRUST ADOPTION AGREEMENT

FOR THE

HEALTHINVEST HRA MASTER TRUST

THIS MASTER TRUST ADOPTION AGREEMENT, by and among Alta Trust Company, a trust company organized under the laws of the State of South Dakota ("Master Trustee"), Gallagher Benefit Services, Inc. ("Gallagher"), a Delaware corporation, in its capacity as the HRA Service Manager under the HealthInvest HRA Plan Documents (the "HRA Service Manager"), and the Village of Northbrook ("Plan Sponsor"), and the Participating Trust Signatory identified on the signature page hereto is effective as of the Effective Date set forth on the signature page hereto.

W I T N E S S E T H:

WHEREAS, the Plan Sponsor desires to utilize Gallagher's proprietary HealthInvest HRA Plan Documents and the services of Gallagher as the HRA Service Manager for one or more of the Plan Sponsor's health reimbursement arrangement (HRA) plans (each HRA plan individually and collectively, an "HRA Plan" or "Plan") established or to be established for the benefit of employees eligible to participate in the Plans;

WHEREAS, pursuant to a Plan Adoption Agreement between the Plan Sponsor and Gallagher, the Plan Sponsor has entered into a relationship with Gallagher whereby Gallagher provides nondiscretionary and ministerial administration support services as the HRA Service Manager of the HRA Plan by utilizing Gallagher's proprietary Plan Documents;

WHEREAS, the Plan Sponsor, as Administrator, administers the HRA Plan with the assistance of the HRA Service Manager at the direction of the Administrator; and

WHEREAS, pursuant to a trust document attached hereto as Exhibit C, the Plan Sponsor has established a trust (the "adopting trust") to fund contributions to the Plan to be held on behalf of the employees participating in the Plan and administered in accordance with the Plan Documents; and

WHEREAS, the Plan Sponsor and the Participating Trust Signatory described on the signature page hereto desire for the Plan Sponsor Trust to adopt and become a "Participating Trust" under that certain Master Trust established by the Master Trustee pursuant to the Agreement and Declaration of Master Trust attached hereto as Exhibit B (the "Master Trust");

WHEREAS, the Plan Sponsor and Participating Trust Signatory further desire to appoint the Master Trustee as a custodian, transfer agent, and nondiscretionary, directed trustee under the Master Trust to the extent that assets of the Participating Trust are held by the Master Trustee from time to time on behalf of the Participating Trust in connection with the administration of the HRA Plan;

WHEREAS, the Participating Trust Signatory and the Plan Sponsor further desire to authorize the use of the Master Trust to make, file, or report information on behalf of the HRA Plans, as provided in the Plan Documents and as otherwise directed by the HRA Service Manager or the Administrators of the HRA Plans; and

WHEREAS, the Master Trustee and HRA Service Manager accept the primary trust as a Participating Trust in the Master Trust.

NOW, THEREFORE, the parties hereby represent and agree as follows:

1. Definitions and Terms Incorporated by Reference; Conflicting Provisions.

(a) The term "Plan Documents" is defined in each HealthInvest Plan Coverage Document, which includes this Master Trust Adoption Agreement, the Master Trust, the Participating Trust, the Plan Adoption Agreement executed by the Plan Sponsor to adopt the Plan, each HealthInvest HRA plan document defining the terms and conditions for coverage under the Plan, and with respect to each employee participating in the Plan, the enrollment file, which contains information required to enroll the employee in the Plan.

(b) Any capitalized terms not specifically defined in this Master Trust Adoption Agreement shall have the meanings ascribed to them in the Master Trust or the other Plan Documents. In the event there is a conflict among the terms of two or more Plan Documents, or in the definition ascribed to any term in two or more Plan Documents, interpretation shall be determined by reference first to the Master Trust, then to this Master Trust Adoption Agreement, then to applicable HRA Plan Coverage Document, then to the Plan Adoption Agreement executed by the Plan Sponsor, then to the applicable Enrollment File, and then to the Participating Trust Document.

(c) Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

2. Representations, Warranties, Covenants and Other Undertakings of the Plan Sponsor and Participating Trust Signatory. As of the date hereof and continuously while the Participating Trust participates in the Master Trust, the Participating Trust Signatory and Plan Sponsor hereby agree, represent, warrant and covenant as follows:

(a) The Participating Trust Signatory and Plan Sponsor have full power and authority under the Participating Trust and the provisions of the other Plan Documents relating to the Participating Trust to execute and deliver this Master Trust Adoption Agreement and to accept the terms of the Master Trust, to authorize the Master Trustee, Administrator, and HRA Service Manager as provided in the Master Trust, and to perform the obligations and agreements undertaken by them and the Participating Trust under the Master Trust and this Master Trust Adoption Agreement, and this Master Trust Adoption

Agreement constitutes the valid and binding undertaking of the Participating Trust and the Participating Trust Signatory and Plan Sponsor in accordance with its terms;

(b) Copies of the Participating Trust's formation and governing documents, as amended to date (collectively, the "Participating Trust Document"), have been provided to the Master Trustee and the HRA Service Manager, and the Participating Trust Signatory or the Plan Sponsor will provide the Master Trustee and HRA Service Manager with copies of all future amendments to the Participating Trust Document that may affect any party's rights, powers or responsibilities hereunder promptly after their adoption.

(c) The Participating Trust is used to fund the HRA Plan maintained by the Plan Sponsor;

(d) The trustee for the Participating Trust is:

☑ Alta Trust Company; or

☐ Other – a board, committee, or other person or entity other than Alta Trust Company, as described below:

_____
_____
_____
_____
_____
_____

(e) The Participating Trust is, and will continue to be as long as it is a Participating Trust [check the one that is applicable]:

☐ A trust exempt, under Section 501(c)(9) of the Code, from United States federal income taxation, or

☐ Single-employer; or

☐ Multiple-employer

☑ A trust exempt under Section 115 of the Code, from United States federal income taxation, or

☑ Single-Employer; or

☐ Multiple-employer

☐ A trust ("Taft-Hartley Trust") exempt, under Section 501(c)(9) of the Code, from United States federal income taxation and qualified

as a trust under Section 302(c)(5) of the National Labor Relations Act

☐ Single-employer; or

☐ Multi-employer

☐ A grantor (or rabbi) trust exempt from United States federal income taxation based upon the tax exemption of its grantor, the Plan Sponsor, under Section 501(c) or one or more other Sections of the Code as specified below:

_____

_____

_____

_____

(f) Applicability of ERISA.

☑ Check here if the Participating Trust is not subject to the Employee Retirement Income Security Act of 1974 ("ERISA").

☐ Check here if the Participating Trust is a trust subject to ERISA. To the extent that the Master Trustee holds plan assets under its custody and control on behalf of a Participating Trust subject to ERISA, the Master Trustee acknowledges and agrees that it is a fiduciary with respect to those plan assets. Notwithstanding the foregoing, the Master Trustee's responsibilities as an ERISA fiduciary are expressly limited to serving as a non-discretionary custodian holding title to certain non-interest bearing bank accounts, custodial accounts, funds, and other property on behalf of the Participating Trust for the purpose of administering and facilitating contributions, payment of benefits, and payment of expenses on behalf of the Participating Trust, at the direction of the Administrator (or the HRA Service Manager acting as directed by the Administrator or as specifically provided in the Plan Documents). All other fiduciary duties and responsibilities required under ERISA, including regulatory reporting, disclosures, and filings required by ERISA, have been retained by the Administrator or otherwise delegated by the Administrator to parties other than the Master Trustee.

(g) The Plan Sponsor and Participating Trust Signatory will not change the tax-exempt status of the Participating Trust without prior notification to the HRA Service Manager and Master Trustee in accordance with Section 3 hereof and hereby agree that the Participating Trust shall cease to be a Participating Trust immediately upon the loss or removal of tax-exempt status by the Participating Trust.

3. Duty to Notify. The Participating Trust Signatory and the Plan Sponsor agree that each shall notify the Master Trustee and the HRA Service Manager before or immediately upon any change in federal or state law or amendment to the Participating Trust Document or the occurrence of any event which: (i) causes a change in any of the representations and warranties made by it under

this Master Trust Adoption Agreement; (ii) makes participation by the Participating Trust in the Master Trust unlawful or otherwise contrary to the governing documents of the Participating Trust; (iii) changes the tax exemption of the Participating Trust or could jeopardize the tax exemption or qualification of the Participating Trust or the Master Trust; or (iv) could operate to limit or terminate the authority of the Participating Trust Signatory or the Master Trustee with respect to the Master Trust. The Participating Trust Signatory and Plan Sponsor agree that, in the event any of the above shall occur, (1) the Master Trustee and the HRA Service Manager shall have the right to resign from their roles as Master Trustee and HRA Service Manager and (2) the Participating Trust shall cease to be a Participating Trust.

4. Agreement to Be Bound. The Plan Sponsor and Participating Trust Signatory each agree, for itself and the Participating Trust, and any of their agents, representatives, successors, and assigns, to be bound by the terms of the Master Trust including with those terms that pertain to the authority of the Administrator or HRA Service Manager to direct the Master Trustee as to certain matters specified therein.

5. Designation and Authorization. The Participating Trust Signatory and Plan Sponsor hereby: (i) appoint the Master Trustee as a custodian, transfer agent, and nondiscretionary directed trustee with respect to those assets of the Participating Trust that are transferred or contributed from time to time as part of the Master Trust; and (ii) authorize the Master Trustee, the Administrator, and the HRA Service Manager to do and perform any and all acts with respect to the Master Trust and Participating Trust that the Master Trustee or the HRA Service Manager are authorized, required or permitted to do and perform under the Master Trust and the other Plan Documents.

6. Indemnification. The Participating Trust and the Plan Sponsor will, to the extent permitted by applicable law, indemnify and hold harmless the Master Trustee and the HRA Service Manager and each of their affiliates, agents, subcontractors, officers, employees, successors, and assigns against all actions and proceedings, claims, demands, costs and expenses which may be brought, threatened or incurred by any of them, arising out of an action or inaction by the Plan Sponsor or Participating Trust Signatory that is contrary to the terms of the Participating Trust, the Plan Documents, or applicable law or the failure of the representations and warranties given hereunder by the Plan Sponsor or by the Participating Trust Signatory on its own behalf or on behalf of the Participating Trust to be true, complete and accurate in all material respects. This indemnity will survive the termination of this Master Trust Adoption Agreement and the Master Trust.

7. Term and Amendment. The term of this Master Trust Adoption Agreement shall run from the Effective Date until the date the Participating Trust ceases to be a Participating Trust in the Master Trust as provided therein. This Master Trust Adoption Agreement may only be amended in writing signed by the parties hereto. If any provision that is part of this Master Trust Adoption Agreement shall be found to be void or unenforceable, it shall not affect the remaining provisions which shall remain in full force and effect.

8. Authorizations, etc. The Master Trustee, Plan Sponsor, and the Participating Trust Signatory agree to furnish (or cause its authorized designees to furnish) each other with such authorizations, information and documentation as the other may reasonably request in writing from

time to time to enable each of said parties to carry out its obligations under this Master Trust Adoption Agreement and the Master Trust.

9. Counterparts. This Master Trust Adoption Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one and the same agreement. Facsimile delivery transmission or electronic delivery in portable document format (".pdf") or tagged image file format (".tif") by any party hereto of its executed counterpart shall constitute the valid and binding execution hereof by such party.

10. Notices. Any notices, reports or other communications permitted or required to be given hereunder or under the Master Trust by or to the Master Trustee, the HRA Service Manager, the Participating Trust Signatory, the Participating Trust, the Plan Sponsor, or the Administrator shall be deemed given to the affected party if delivered in writing to the addresses as set forth in the attached Exhibit A as it may be amended from time to time.

11. Governing Law. This Adoption Agreement and the undertakings herein for the benefit of the parties shall be governed by the laws of the State of South Dakota, without regard to any conflict of laws.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Participating Trust Signatory, Master Trustee, and HRA Service Manager have executed this Master Trust Adoption Agreement as of the date and year set forth below:

Legal Name and Effective Date of Participating Trust:
Village of Northbrook, effective as of December 10, 2025

Description of Participating Trust*:*
(Below please (1) describe the trust document creating the Participating Trust (e.g., Section 115 Trust of City of XYZ or VEBA Trust for the Association of XYZ Worker's Union)
Section 115 Trust of Village of Northbrook

Taxpayer Identification Number for Participating Trust:*
36-6006017

* To *be provided upon receipt*

Village of Northbrook
Participating Trust Signatory
(The signatory of the Participating Trust or such other person designated to have authority under the Participating Trust to adopt the Master Trust. This is typically the Plan Sponsor or trustee under the Participating Trust)

By: _____
Name: Steven Drazner
Title: Chief Financial Officer
Date: December 10, 2025

Accepted by: ALTA TRUST COMPANY, as Master Trustee

By: _____ By: _____
Name: Name:
Title: Title:
Date: Date:

Accepted by: GALLAGHER BENEFIT SERVICES, INC., as HRA Service Manager

By: _____
Name: David Ritchie
Title: National Practice Leader, HRA VEBA and Trusts

Effective Date: December 10, 2025

Exhibit A

Contact Information for Notices

1. The address for delivery of all communications to the HRA Service Manager shall be:

   ATTN: HRA Service Manager
   Gallagher Benefit Services, Inc.
   221 N Wall St, Suite 201
   Spokane, WA 99201
   (509) 838-5571

2. The address for delivery of all communications to the Master Trustee shall be:

   Alta Trust Company
   9380 Station St. #450
   Lone Tree, CO 80124

3. The address for delivery of all communications to the Plan Sponsor and the Administrator is set forth in the Plan Adoption Agreement.

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Exhibit B

Master Trust

(Agreement and Declaration)

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AMENDMENT AND RESTATEMENT OF AGREEMENT AND DECLARATION OF TRUST

ESTABLISHING THE HEALTHINVEST HRA MASTER TRUST

EFFECTIVE AS OF May 1, 2024

FOR

HEALTHINVEST HRA PLANS FUNDED IN ONE OR MORE TRUSTS PARTICIPATING IN THE MASTER TRUST

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This AMENDMENT AND RESTATEMENT OF THE AGREEMENT AND DECLARATION OF TRUST (this "Agreement" or "Declaration of Trust") is made as of May 1, 2024, by ALTA TRUST COMPANY, a trust company organized and existing under the laws of the State of South Dakota, acting in its capacity as a custodian, transfer agent, and nondiscretionary, directed trustee and custodian (the "Master Trustee").

WHEREAS, Gallagher Benefit Services, Inc., ("Gallagher") provides nondiscretionary and ministerial administration support services as the HRA Service Manager, acting on behalf of employers or plan sponsors each of whom have adopted one or more separate and independent health reimbursement arrangement (HRA) plans (each an "HRA Plan" or "Plan" and referred to collectively as the HealthInvest HRA) utilizing Gallagher's proprietary Plan Documents and the services of Gallagher as the HRA Service Manager.

WHEREAS, at Gallagher's request and pursuant to the original Agreement and Declaration of Trust (the "Original Declaration"), Washington Trust Bank, a trust bank chartered under the laws of the State of Washington (the "Former Master Trustee"), created the HealthInvest HRA Master Trust, which is effective as of April 1, 2017 and consists of one or more separate and independently governed sub-trusts or participating trusts through which the HRA Plans are funded for purposes of holding title to HRA Plan assets, including investment assets in one or more custodial accounts and other non-income producing bank accounts and to assist the HRA Service Manager in making certain regulatory filings and reports on behalf of the HRA Plans, based upon direction and authorization of the adopting sub-trusts and adopting plan sponsors.

WHEREAS, the Former Master Trustee previously undertook through the Original Declaration toact as Master Trustee on behalf of the HRA Plans and Participating Trusts (1) to make, file, or report information on behalf of the HRA Plans, as provided in the HealthInvest HRA Plan Documents and as otherwise directed by the HRA Service Manager or the Administrators of the HRA Plans and (2) to hold in safekeeping as custodian, transfer agent, and nondiscretionary, directed trustee any funds and other property from time to time contributed or transferred to it pursuant to the provisions hereof, as the same may be amended from time to time, together with all the increments, proceeds, investments, and reinvestments thereof, and the income therefrom, in trust, for the uses and purposes and upon the terms and conditions hereinafter set forth.

WHEREAS, the Master Trustee and HRA Service Manager desire to amend this Master Trust to, among other things, replace the Former Master Trustee with the Master Trustee, and clarify the rights of certain parties with respect to the amendment of this Agreement.

NOW, THEREFORE, the following sets forth the terms of this Amended and Restated Agreement and Declaration of Trust.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the meaning hereinafter set out:

"Administrator" shall mean, with respect to any HRA Plan the assets of which are funded through a Participating Trust, the Plan Sponsor for such HRA plan, or its designee, who under the Plan Documents is acting in its capacity as the administrator for the HRA Plan either directly or through one or more service providers to whom the Administrator has delegated some or all of its ministerial and nondiscretionary duties. The term "Administrator" used herein may refer to an individual Administrator or refer to all Administrators collectively, as the context indicates.

"Code" shall mean the Internal Revenue Code of 1986, as the same has been or may hereafter be amended.

"Effective Date" of this Amended and Restated Declaration of Master Trust is May 1, 2024.

"HRA Plan Document(s)" shall mean one or more of the plan documents that define the terms and conditions of participation and benefits under an HRA Plan, as the same may be amended or amended and restated from time to time.

"Master Trust Adoption Agreement" shall mean the required form of Master Trust adoption agreement, services agreement, or similar agreement documenting the adoption of the Master Trust as executed by a Plan Sponsor and Participating Trust Signatory and accepted in writing by the Master Trustee and the HRA Service Manager.

"Master Trust" shall mean the trust created by this Agreement and Declaration of Master Trust, as amended from time to time.

"Master Trustee" is defined in the recitals to this Master Trust.

"Participating Trust" shall mean any trust created for the funding and safekeeping of HRA Plan assets with respect to which the Plan Sponsor for such HRA Plan and the Participating Trust Signatory have executed the Master Trust Adoption Agreement electing to participate in the Master Trust.

"Participating Trust Document" with respect to any Participating Trust, shall have the meaning ascribed to such term in the Master Trust Adoption Agreement.

"Participating Trust Signatory" shall mean, with respect to a Participating Trust, the trustee for the Participating Trust, or such other person or entity authorized under the Participating Trust to adopt and participate in this Master Trust.

"Plan" or "HRA Plan" is defined in the recitals to this Master Trust Agreement.

"Plan Documents" shall mean, with respect to any Participating Trust and HRA Plan, collectively, this Master Trust, the Master Trust Adoption Agreement, the Participating Trust Document, the Plan Adoption Agreement, one or more HRA Plan Documents, and as applied to a particular Participant, the Enrollment File for the Participant, as they same may be amended or amended and restated from time to time.

"Qualified Investment Manager" shall mean any current or future bank, registered investment adviser, or insurance company selected by a Plan Sponsor or Administrator to manage a portion of the plan assets for any plan, including any investment manager that satisfies the requirements to constitute an "investment manager" as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

"Securities" shall mean and include registered, unregistered and exempt securities issued in accordance with applicable laws, including common and preferred stocks, mutual funds, fixed or variable annuity contracts, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

"Tax" or "Taxes" shall mean any tax, taxes, fee or other cost or obligation imposed by any governmental or other similar entity and shall be deemed to include any interest or penalties assessed in respect to such amounts.

1.2 Construction. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

1.3 Terms Incorporated by Reference; Conflicting Provisions. With respect to any Participating Trust and related HRA Plan, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the other applicable Plan Documents. With respect to the interpretation of any particular Plan, in the event there is a conflict among the terms of two or more Plan Documents, or in the definition ascribed to any term in two or more Plan Documents, interpretation shall be determined by reference first to the Master Trust, then to the Master Trust Adoption Agreement, then the applicable HRA Plan Document, then to the applicable Plan Adoption Agreement, then to the applicable Enrollment File, and then to the Participating Trust Document.

ARTICLE II
PURPOSE

2.1 Purpose. The Master Trust has been established to act as a reporting entity on behalf of the HRA Plans for purposes of making certain regulatory filings and reports and to hold title to certain non-interest bearing bank accounts, custodial accounts, funds, and other property on behalf of each of the HRA Plans and Participating Trusts for the purpose of administering and facilitating contributions, payment of benefits, and payment of expenses on behalf of the HRA Plans.

2.2 Grantor Trust. The Trust is intended to be a grantor trust, of which each Participating Trust is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code, as amended, and shall be construed accordingly.

2.3 Use of Trust Assets. The Master Trust assets shall be used exclusively to hold title to assets of the Participating Trusts and to facilitate allocation of contributions and payment of benefits and expenses under the HRA Plans and to defray reasonable expenses of administering the Master Trust.

ARTICLE III
PARTICIPATING TRUSTS

3.1 Eligibility for Participation. A trust through which an HRA Plan is funded may become a Participating Trust if the applicable Plan Sponsor and Participating Trust Signatory of such trust executes a Master Trust Adoption Agreement, and both the Master Trustee and the HRA Service Manager provide written acceptance of such trust as a Participating Trust. Participation in the Master Trust shall commence on the "Effective Date" specified in the applicable Master Trust Adoption Agreement.

3.2 Termination of Participation. A Participating Trust shall cease to be a Participating Trust on the date on which:

(a) The Participating Trust Signatory or the Plan Sponsor for the underlying HRA Plan, notifies the HRA Service Manager or the Master Trustee in writing of its desire to terminate participation of the Participating Trust in the Master Trust; or

(b) The Participating Trust ceases to be a Participating Trust under the terms of this Declaration of Master Trust or the Master Trust Adoption Agreement; or

(c) The Master Trust is terminated.

3.3 Non-assignability. A Participating Trust may not assign or transfer its interest in the Master Trust or in any part thereof without prior written consent of the HRA Service Manager and Master Trustee.

ARTICLE IV
FUNDING

4.1 Contributions. Participating Trusts and their underlying HRA Plans shall contribute or transfer to the Master Trust such amount or amounts determined through the operation and administration of the HRA Plans in accordance with the applicable Plan Documents. All contributions and transfers shall be held, administered, and distributed, in trust, under the terms of this Agreement. The Master Trustee shall not be under any duty to inquire into the timeliness or correctness of the amounts contributed, transferred and delivered to the Master Trustee hereunder; nor shall the Master Trustee or any other person be under any duty to enforce the payment of the contributions to be made hereunder and each Participating Trust agrees to indemnify and hold harmless the Master Trustee in connection therewith. The Master Trustee shall not be responsible for the calculation or collection of any contributions under or referred to by HRA Plans and shall have no duties, except as specified under this Agreement, for the administration of the Master Trust. Nothing in this Agreement shall entitle the Master Trustee or

any other person or entity to inquire into or demand the right to inspect the books of the Employers, Plan Sponsors, Administrators, or Trustees of the HRA Plans or Participating Trusts. Notwithstanding any provision of this Agreement to the contrary, no Employer, Plan Sponsor, Administrator, or Participating Trust shall be required to continue to fund benefits under any HRA Plan through the applicable Participating Trust or this Master Trust.

4.2 Revocability of Contributions. All contributions and transfers made to the Master Trust shall be revocable and shall be returned to the Participating Trust upon request of the applicable Plan Sponsor or Participating Trust Signatory or upon termination of the Participating Trust's participation in this Master Trust.

4.3 Assets Held with Respect to a Particular Participating Trust. The Master Trustee shall receive the contributions from each Participating Trust or transfers in cash or other property acceptable to it. All consideration received by the Master Trust, together with all assets in which such consideration is invested or reinvested, all income, earnings profits, and proceeds thereof from whatever source derived (including, without limitation, any proceeds derived from the sale, exchange or liquidation of such assets and any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be), shall, in accordance with the terms of the applicable Plan Documents and this Master Trust, be accounted for and held separately with respect to each Participating Trust and each Plan and each Employer Account or Participant Account (each referred to as an "Account") thereunder for all purposes and shall be so recorded upon the books of account of the Master Trust. The consideration, assets, income, earnings, profits and proceeds thereof, from whatever source derived, (including, without limitation, any proceeds derived from the sale, exchange or liquidation of assets, and any funds or payments derived from any reinvestment of proceeds, in whatever form the same may be) are herein referred to as "assets held with respect to" each Participating Trust and each Plan and Account thereunder. In the event that there are any assets, income, earnings, profits and proceeds thereof, funds or payments that are not readily identifiable as assets held with respect to any Participating Trust and or the Plans or Accounts thereunder (collectively "General Assets"), the Master Trustee shall allocate General Assets to, between or among any one or more of the Participating Trusts and the Plans and Accounts thereunder based upon the direction of the HRA Service Manager, acting on behalf of the Participating Trusts in accordance with the Plan Documents or otherwise at the direction of the Participating Trust Signatories, and any General Assets so allocated to a Participating Trust, Plan, or Account shall be held with respect to that Participating Trust, Plan, or Account. Each allocation by the Master Trustee at the direction of HRA Service Manager shall be conclusive and binding upon the Participating Trusts, their underlying HRA Plans, and all associated Employers and Participants for all purposes. The HRA Service Manager, or its designee, shall maintain separate and distinct sub-accounting records for each Participating Trust and each Plan and Account thereunder on behalf of the Master Trustee, and the HRA Service Manager, or its designee, shall hold and account for the assets with respect to each Participating Trust and each Plan and Account thereunder separately from the assets held with respect to all other Participating Trusts and Plans and Accounts thereunder.

4.4 Liabilities Associated with Respect to a Particular Participating Trust. With respect to each Participating Trust and each Plan and Account thereunder, the liabilities, expenses, costs, charges, and reserves associated with such Participating Trust, Plan, or Account shall be charged against the assets of the Master Trust held with respect to such Participating Trust, Plan, or

Account. Any liabilities, expenses, costs, charges and reserves of the Master Trust that are not readily identifiable as being associated with any particular Participating Trust or any Plan or Account thereunder ("General Liabilities") shall be allocated and charged by the Master Trustee to and among any one or more of the Participating Trusts or to and among the Plans and Accounts thereunder based upon the direction of the HRA Service Manager, acting on behalf of the Participating Trusts in accordance with the Plan Documents or otherwise at the direction of the Participating Trust Signatories, and any General Liabilities so allocated to a particular Participating Trust or Plan or Account thereunder shall be charged against the assets of that Participating Trust, Plan, or Account. Each allocation of liabilities, expenses, costs, charges and reserves by the Master Trustee at the direction of the HRA Service Manager shall be conclusive and binding upon the Participating Trusts their underlying HRA Plans, and the applicable Employers and Participants for all purposes. All liabilities, expenses, costs, charges and reserves so charged to a Participating Trust, Plan or Account are herein referred to as "liabilities associated with" that Participating Trust, Plan, or Account. Without limiting the foregoing, but subject to the right of the Master Trustee to allocate liabilities, expenses, costs, charges or reserves as herein provided, the liabilities associated with a particular Participating Trust or underlying Plan or Account shall be enforceableagainst the assets held with respect to that Participating Trust or underlying Plan or Account onlyand not against the assets of the Master Trust generally or against the assets held with respect to any other Participating Trust or the Plans or Accounts thereunder. The HRA Service Manager, or its designee, shall maintain separate and distinct sub-accounting records for each Participating Trust, Plan, and Account thereunder on behalf of the Master Trustee, and the HRA Service Manager, or its designee, shall account for the liabilities with respect to each Participating Trust and its underlying Plans and Accounts separately from the liabilities held with respect to all other Participating Trusts, Plans, and Accounts thereunder.

ARTICLE V
POWERS AND DUTIES OF THE MASTER TRUSTEE AND HRA SERVICE MANAGER

5.1 Trust Property and Investments.

(a) In addition to all powers and duties otherwise expressly set forth in this Agreement and subject to the provisions of Section 5.5, the Master Trustee shall have the following powers with respect to each Participating Trust, exercised only at the direction of the Administrator for each Plan or its Qualified Investment Managers or other designees:

(i) to invest and reinvest all or any part of the Master Trust, including both principal and income, in Securities and other property;

(ii) to insure the payment of benefits under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Master Trust;

(iii) to sell, lease, exchange, pledge or grant a security interest in, or otherwise dispose of all or any part of the Master Trust;

(iv) to exercise all voting rights, tender or exchange rights, any conversion privileges, subscription rights, and other rights and powers available in connection with any Securities or other property at any time held hereunder;

(v) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of Securities held hereunder including the exercise of any option, the making of any agreements or subscriptions and the payment of expenses, assessments or subscriptions, plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness and, in connection with any such plan, to enter into any other such agreement, and to pay assessments or subscriptions from the other assets held hereunder;

(vi) to retain in cash or otherwise in a form unproductive of income such portion of the Master Trust as is necessitated by the cash requirements of the HRA Plans; provided, however, that, to the extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

(vii) to invest in common trust funds maintained by Alta Trust Company or by other banks for the investments of assets of employeewelfare benefit plans, whereupon the instruments establishing such funds, asamended, shall be deemed part of this Master Trust and incorporated herein by reference;

(viii) to deposit securities held hereunder in any depository;

(ix) to deposit all or any part of the Master Trust, including both principal and interest, in any bank organized under the national banking laws of the United States or under the laws of any State, including by or through Alta Trust Company.

(b) Separate investments, assets, custodial accounts, bank accounts, and title in other properties shall not be required to be maintained with respect to separate Participating Trusts and any Plans or Accounts thereunder; rather, the same may be aggregated on an omnibus basis, together with investments assets, custodial accounts, bank accounts, and property of all Participating Trusts and any Plans or Accounts. On behalf of the Master Trustee, the HRA Service Manager shall maintain for the Master Trustee separate and distinct sub-accounting records for the Participating Trusts and any Plans or Accounts thereunder such that each shall have a divided interest in specific assets and property held by the Master Trust. No Participating Trust shall have any interest in the specific assets or property held by the Master Trust on behalf of any other Participating Trust.

(c) The Plan Sponsor or Administrator for each Plan shall select one or more Qualified Investment Managers to determine which investment options are to be available for the holding and investment of Trust assets and to evaluate and monitor the performance of those options. The Master Trustee shall not be obligated or required to evaluate or monitor the qualifications or performance of any Qualified Investment Manager or to

determine which investment options are to be available for the holding and investment of assets in the Master Trust or to evaluate and monitor the performance of those options. The Qualified Investment Manager shall have the power to direct the Master Trustee with respect to such investments, and the Master Trustee shall be under no duty to question and shall not incur any liability on account of following, any direction of a Qualified Investment Manager with respect to such investments. The Master Trustee shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment instructions given, by the Administrator to such Qualified Investment Manager or to make suggestions to the Administrator in connection therewith.

(d) The Master Trustee shall transmit to the HRA Service Manager (who shall promptly transmit to the applicable Qualified Investment Manager), all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder, which notices are received by the Master Trustee from its agents or custodians, from the issuers of the Securities in question and from the party (or its agents) extending such rights. The Master Trustee shall have no obligation to determine the existence of any conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder of which notice was given prior to the purchase of such Securities held hereunder, and shall have no obligation to exercise any such right or power unless the Master Trustee is informed of the existence of the right or power.

(e) The Master Trustee shall not be liable for any untimely exercise or assertion of such rights or powers described in the paragraph immediately above in connection with Securities or other property held hereunder at any time unless (i) it or its agents or custodians are in actual possession of such securities or property and (ii) it receives directions to exercise any such rights or powers from the Qualified Investment Manager, and both (i) and (ii) occur at least three business days prior to the date on which such rights or powers are to be exercised.

(f) If the Master Trustee is directed by a Qualified Investment Manager to purchase Securities issued by any foreign government or agency thereof, or by any corporation or other entity domiciled outside of the United States, it shall be the responsibility of the Qualified Investment Manager, as the case may be, to advise the Master Trustee in writing with respect to any laws or regulations of any foreign countries or any United States territory or possession which shall apply in any manner whatsoever to such Securities, including, without limitation, receipt by the Master Trustee of any dividends, interest or other distributions on such Securities.

(g) The Administrator for each Plan shall direct the Master Trustee in writing as to what percentage of which Participant and Employer Accounts should be invested in which investment option, as elected by the applicable Participant or Employer. If no such direction is received from the Administrator, the Master Trustee shall invest the Trust assets associated with that Account in in a default investment designated by the Qualified Investment Manager.

5.2 Claims Against Trust. Subject to the provisions of Section 5.5, and except as regards benefits under the HRA Plans, the Master Trustee is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Master Trust, whether such claims be in litigation or not, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default, or otherwise enforce any such claim, debt, or obligation.

5.3 Borrowing. Subject to the provisions in Section 5.5, the Master Trustee is empowered to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Master Trust and to pledge any Securities or other property for the repayment of any such loan; provided, however, no such loan shall be made by the Master Trustee individually other than a temporary advancement to the Master Trust on a cash or overdraft basis.

5.4 Registration of Securities; Nominees; Account Signatories.

(a) The Master Trustee is empowered to register Securities in its own name, or in the name of its nominee, agent, or custodian without disclosing the Master Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee, agent, or custodian without disclosing the Master Trust; but the Master Trust shall be responsible for the acts of its nominee, agent, or custodian.

(b) The Master Trustee is empowered to authorize the HRA Service Manager or its designee as signatory to any bank accounts established on behalf of the Participating Trusts and their underlying HRA Plans for purposes of administration and facilitation of the allocation of contributions and payment of benefits and expenses for the HRA Plans. Each Participating Trust, Participating Trust Signatory, Plan Sponsor, and Administrator agrees, to the fullest extent permitted by law, to indemnify and hold the Master Trustee harmless for damages resulting from the acts of the HRA Service Manager or its designee in their capacity as agent or signatory on such accounts.

5.5 Directions From HRA Service Manager. To the extent permitted by applicable law, the powers conferred upon the Master Trustee in this Agreement, including Sections 4.3, 4.4 and 5.1, shall at all times be subject to the direction of the Administrator for each Plan, which shall direct the Master Trustee as to all such matters relating to administration of the Master Trust as specified in the Plan Documents. The Administrator for each Plan shall, at any time and from time to time, certify to the Master Trustee in writing the name or names of any person authorized to act for the Administrator, with respect to the exercising of any one or more of such powers of the Administrator. Toward that end, pursuant to the Plan Adoption Agreement, the HRA Service Manager and any of its designees, officers, employees, subcontractors, agents, and representatives, are designated by the Administrator for each Plan as persons authorized to act on behalf of the Administrator with respect to exercising any one or more powers of the Administrator as specifically set forth in this Agreement and the other Plan Documents or as otherwise directed by the Administrator. Until the Administrator notifies the Master Trustee that any such person is no longer authorized to act for the Administrator, the Master Trustee may continue to rely on the authorization of such person. The Master Trustee shall be under no duty or obligation to review any instruction it so receives, except that the Master Trustee shall have no obligation by reason of any such direction to make any advance or loan in its banking capacity. The Master Trustee shall

have no liability or responsibility for acting without question on the direction of, or failing to act in the absence of any direction, unless the Master Trustee has knowledge that by such action or failure to act it will be participating in or undertaking to conceal a breach of fiduciary duty. The Participating Trusts agree to indemnify and hold harmless the Master Trustee and the HRA Service Manager for acting in accordance with this Section 5.5.

5.6 Agents, Attorneys, Actuaries, Consultants, Administrators and Accountants. The Master Trustee is empowered to employ such agents, attorneys, actuaries, consultants, administrators, accountants and other service providers as may be deemed necessary or proper in connection with its duties hereunder, and, upon the written authorization or direction of the Administrator for each Plan, to determine and pay out of the assets of the Master Trust the reasonable compensation and expenses of such agents, attorneys, actuaries, consultants, administrators, accountants and other service providers.

5.7 Other Authority. The Master Trustee is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this Agreement and to carry out the power and authority conferred upon it.

5.8 Directions to the Master Trustee. The Master Trustee may rely on any written direction, request, approval, or other document purporting to have been signed on behalf of the Administrator for each Plan by the person authorized to act for the Administrator.

5.9 Payment of Taxes; Indemnity. The Master Trustee is empowered to pay out of the assets of the Master Trust, as a general charge thereon, any and all Taxes or governmentally imposed fees and charges of whatsoever nature assessed on or in respect thereto; provided, however, that if an Administrator for any Plan shall notify the Master Trustee in writing that any such Tax or governmentally imposed fee or charge is not lawfully or properly assessed, or is questionable, the Master Trustee, if so requested by the Administrator, shall contest the validity of such Tax in any manner deemed appropriate by the Administrator. Unless the Master Trustee shall first have been indemnified to its satisfaction by the Administrator and the applicable Participating Trust(s), the Master Trustee shall not be required to contest the validity of any Tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Master Trust, except to the extent that the same is sufficient therefor.

5.10 Compensation and Expenses. The Master Trustee shall be entitled to such compensation for its service and reimbursement for all reasonable expenses incurred by the Master Trustee in the administration of the Master Trust, in accordance with the terms of the Plan Adoption Agreement between each Plan Sponsor and the HRA Service Manager or as otherwise agreed in writing between the Master Trustee and the Plan Sponsor. Such compensation and expenses shall be paid from the assets of the Participating Trusts or as otherwise agreed in writing by the Plan Sponsor of each Participating Trust.

5.11 Records and Statements; Tax or Regulatory Filings. The Master Trustee shall keep accurate records of all receipts, disbursements, and other transactions affecting the Master Trust, which, together with the assets comprising the Master Trust and all evidences thereof, shall be available during the Master Trustee's usual business hours for inspection or for the purposes of

making copies or reproductions thereof by the HRA Service Manager, upon the reasonable request of the HRA Service Manager on behalf of one or more of the Administrators. The Master Trustee shall render to the HRA Service Manager, monthly and annually, statements of receipts, disbursements, and all transactions during the preceding period affecting the Master Trust and a statement of all assets then held by it hereunder. The Master Trustee shall not be responsible for the completion or filing of annual tax or regulatory returns or filings (such as IRS Form 990 or DOL Form 5500, etc.) applicable to any Participating Trust or Plan, which shall be the responsibility of each Participating Trust or Plan Sponsor or its employees, agents, service providers, or other designees, and the Master Trust shall have no duty or obligation to confirm whether such returns or filings are required or have been made by the Participating Trust or Plan. The Master Trustee shall be responsible for completion and filing only of all tax returns or reports applicable to the Master Trust.

5.12 Court Action Not Required. All the powers and authority herein conferred upon the Master Trustee shall be exercised by it without the necessity of applying to any court for leaveor confirmation. No person dealing with the Master Trustee shall be required to ascertain whetherthe Master Trustee shall have obtained the approval of any court or of any person to any action which it may propose to take hereunder, but every such person may rely solely upon the deed, transfer, or assurance of the Master Trustee.

5.13 Disputes. Any disputes arising under this Agreement shall be arbitrated in accordance with the commercial arbitration rules of the American Arbitration Association. Arbitration proceedings will take place in a venue mutually acceptable to the Master Trustee and the applicable Plan Sponsor or on an electronic portal (*e.g.,* Zoom, Microsoft Teams, etc.). To the extent not preempted by federal law, disputes between the Master Trustee and an applicable Plan Sponsor shall be governed by the law specified in the Trust Agreement with the Plan Sponsor, provided that issues related to validity of this Master Trust Agreement or the standing of the Master Trustee shall be governed by South Dakota statutory law as provided in Section 9.1. The Master Trustee and Plan Sponsor each waive any right either of them may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on the Parties. An award rendered by the arbitrators may be entered in any court having jurisdiction over the pertinent Party. The prevailing Party in any arbitration will be entitled to reasonable attorney fees and costs, including fees and costs on appeal.

5.14 Role of the HRA Service Manager. The powers and responsibilities of the HRA Service Manager specified herein and in the other Plan Documents for each Participating Trust and its underlying Plans are non-discretionary and are intended for the purpose of effecting the efficient administration of this Master Trust and each Participating Trust and Plan for the benefit of and subject to the direction or approval of the Plan Sponsor, Employer, Administrator, or Employee Representative for such Plan, as specified herein or in the Plan Documents, and such powers and responsibilities are subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement.

ARTICLE VI
DISPOSITION OF TRUST ASSETS

6.1 Payments from the Trust. Unless and until the Master Trust is terminated as provided herein, the Master Trustee shall make payments from the Master Trust for the benefit of each Participating Trust and its underlying HRA Plan or to pay reasonable expenses of administering the Master Trust, as directed by the Administrator for each Plan.

6.2 Excess Assets. Any excess assets remaining in the Master Trust upon satisfaction of all liabilities and requirements of the Master Trustee hereunder, shall be applied by the Master Trustee as directed.

ARTICLE VII
SUCCESSION TO THE TRUSTEESHIP

7.1 Resignation of the Master Trustee. Any Master Trustee acting hereunder may resign at any time by giving notice in writing to the HRA Service Manager on behalf of the Administrator for each HRA Plan at least ninety (90) days before such resignation is to become effective, unless the HRA Service Manager on behalf of the Administrators shall accept as adequate a shorter notice.

7.2 Removal of the Master Trustee. Based upon the authority granted to the HRA Service Manager, and subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement, the HRA Service Manager may remove, with or without cause, any Master Trustee acting hereunder by giving notice in writing to such Master Trustee at least ninety (90) days before such removal is to become effective, unless the Master Trustee shall accept as adequate a shorter notice.

7.3 Appointment of a Successor Trustee. If for any reason a vacancy should occur in the master trusteeship, the HRA Service Manager on behalf of the Administrators shall forthwith appoint a successor Master Trustee, which appointment is subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager set forth in the applicable Plan Adoption Agreement. A successor Master Trustee may be either a corporation authorized to carry on a trust business or a national banking association or such person or persons or committee as deemed appropriate by the HRA Service Manager. Any successor Master Trustee appointed hereunder shall execute, acknowledge, and deliver to the HRA Service Manager and the predecessor Master Trustee an instrument in writing accepting such appointments hereunder. Such successor Master Trustee thereupon shall become vested with the same title to the Master Trust property, and the same powers and duties with respect thereto, as are hereby vested in the predecessor Master Trustee. The HRA Service Manager shall deliver to the Administrators, Plan Sponsors, and Employers notice of any replacement Master Trustee within 90 days after the effective date thereof. The predecessor Master Trustee shall execute all such instruments and perform all such other acts as the successor Master Trustee shall reasonably request to effectuate the provisions hereof. The successor Master Trustee shall have no duty to inquire into the administration of the Master Trust for any period prior to its succession. No Master Trustee shall have any liability, duty, or other obligation with respect to actions or omissions of any successor or predecessor Master Trustee.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Right of Amendment. The Master Trustee may amend the terms of this Master Trust from time to time, subject to acceptance of such amendment by the HRA Service Manager on behalf of the Administrator and Participating Trusts in accordance with the terms of the Plan Documents or as otherwise directed by the Administrator. The Master Trustee shall make no amendment to the terms of this Master Trust that shall permit any part of the assets or property of a Participating Trust to be used for or be diverted to purposes other than the exclusive benefit of the Participating Trusts unless such amendment is otherwise permitted by applicable law necessary to ensure that income of the Trust is not subject to federal or state income tax and as will not result in the imposition of an excise tax under any Section of the Code. Any amendment to the terms this Master Trust (as amended and restated as of November 1, 2017) shall be delivered in writingby the HRA Service Manager to the Plan Sponsors for each Plan at least thirty (30) days prior to the proposed effective date of such amendment. If on or before the proposed effective date of such amendment the Plan Sponsor for any Plan has not delivered a written notice to the HRA Service Manager objecting to the amendment, the amendment will be deemed to be approved by such Plan Sponsor. A Plan Sponsor's disapproval of any amendments to the terms of this Master Trust are subject to the HRA Manager's right to resign and each Plan Sponsor's right to remove the HRA Service Manager set forth in the applicable Plan Adoption Agreement. Notwithstanding the stated effective date of any amendment, such amendment may by its terms be prospective or retroactive as provided therein.

8.2 Resignation or Removal of HRA Service Manager. In accordance with the Plan Adoption Agreement for any HRA Plan, if the HRA Service Manager resigns or is removed for any reason, the Plan Sponsor shall, pursuant to the terms of the applicable Plan Adoption Agreement for such HRA Plan, transfer all Plan assets to another service provider or another welfare benefit plan prior to the effective date of such resignation or removal, unless a longer time period for transfer is agreed upon in writing between the HRA Service Manager and the Plan Sponsor. In such event, the Plan Sponsor Trust shall cease to be a Participating Trust hereunder, and the Master Trustee shall transfer all Plan assets for such HRA Plan at the direction of the Plan Sponsor or other Participating Trust Signatory for the Plan Sponsor Trust.

8.3 Termination of an HRA Plan. In accordance with the Plan documents for any HRA Plan, the Plan Sponsor may terminate its HRA Plan or cause all Plan assets to be transferred to another welfare benefit fund for the benefit of its Participants. In such event, the Plan Sponsor Trust shall cease to be a Participating Trust hereunder, and the Master Trustee shall transfer all Plan assets for such HRA Plan at the direction of the Plan Sponsor or other Participating Trust Signatory for the Plan Sponsor Trust.

8.4 Termination of all HRA Plans. In the event of a termination of all of the HRA Plans pursuant to the Plan Documents, the assets of the Master Trust shall be held, administered, and distributed by the Master Trustee in accordance with the terms of the Plan Documents and this Master Trust or as otherwise directed by the Plan Sponsor or other Participating Trust Signatory for each Participating Trust.

ARTICLE IX
MISCELLANEOUS

9.1 Validity of Agreement. The Master Trust shall be administered as a South Dakota Trust, and the validity of this Agreement shall be determined, and construction, effect, and administration of this Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota. If any provision of this Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Master Trust. In the event of any such holding, the Master Trustee may immediately, and if in accordance with appropriate law retroactively, amend the Agreement as is necessary to remedy any such defect.

9.2 General Indemnification. To the extent permitted by applicable law, with respect to each HRA Plan and Participating Trust, the Plan Sponsor for such Plan shall indemnify and hold the Master Trustee harmless from any loss or expense (including reasonable attorneys' fees) arising (a) out of an authorized action hereunder taken in good faith by the Master Trustee or any matter as to whichthis Trust provides that the Master Trustee is directed, protected, not liable, or not responsible or (b) by reason of any breach of any statutory or other duty owed to the HRA Plan by the Employer, Plan Sponsor, Administrator (if different than the Plan Sponsor), the HRA Service Manager or any Qualified Investment Manager or any delegate of any of them (and for the purposes of this sentencethe Master Trustee shall not be considered to be such a delegate) whether or not the Master Trustee may also be considered liable for that other person's breach under federal, state, local or other law, unless suchother person's breach for which the Master Trustee is considered liable arose out of the gross negligenceor willful misconduct of the Master Trustee.

9.3 No Guarantees. With respect to each Participating Trust and HRA Plan, neither the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, nor the Master Trustee guarantees the Master Trust from loss or decline in value, nor the payment of any amount which may become due to any person hereunder. Nothing contained in the Master Trust shall constitute a guarantee by the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, or the Master Trustee that the assets of the Master Trust will be sufficient to pay any benefit to any person or make any other payment under any Participating Trust or HRA Plan; payments to be paid from the Master Trust are limited to the assets remaining in the applicable Participating Trust, Participant Account or Employer Account at the time payment is made. Prior to the time that distributions are made in conformity with any Plan, the applicable Participating Trust, and the Master Trust, no Employees, Participants, or other persons shall receive any distribution of cash or other thing of current or exchangeable value, either from the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer or the Master Trustee on account of, or as a result of the trust fund created hereunder.

9.4 Duty to Furnish Information. With respect to any Participating Trust or HRA Plan, the Administrator and the Master Trustee each shall furnish to the other any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties imposed under the Plan or this Agreement or otherwise imposed by law. The Master Trustee shall furnish to each Administrator any documents, reports, returns, statements, or other information that the Administrator reasonably deems necessary to perform its duties and exercise

its rights hereunder, under the other Plan Documents, and otherwise under the Plan.

9.5 Reliance of Communications. With respect to any Participating Trust or HRA Plan, the Master Trustee may rely upon a written certification of the HRA Service Manager with respect to any instruction, direction or approval of the HRA Service Manager and may rely on the written certification of the Administrator as to any matter relating to this Master Trust. The Master Trustee shall be fully protected and indemnified by the applicable Participating Trust and Plan Sponsor in acting upon any instrument, certificate or paper of the HRA Service Manager or Administrator believed by the Master Trustee to be genuine and to be executed or presented by any authorized person of the HRA Service Manager or Administrator, and the Master Trustee shall be under no obligation or duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the HRA Service Manager or Administrator. Moreover, the Master Trustee shall be fully protected and indemnified in relying upon a written certification of any Qualified Investment Manager appointed by Plan Sponsor with respect to the person or persons authorized to give any instructions or directions on behalf of such Qualified Investment Manager and may continue to rely on the written certification until a subsequent written certification is filed with the Master Trustee.

9.6 Taxes. The Master Trustee shall withhold any Tax which by any present or future law is required to be withheld from any payment hereunder.

9.7 Rebates and Adjustments. In the event a benefit is provided or a disbursement is made from the Master Trust and it is determined by the Master Trustee or the Administrator for any Plan that such benefit should not have been provided or disbursement made, the Administrator or the HRA Service Manager may arrange for a contribution from one or more Participating Trusts to which the disbursement was made, to reimburse the Master Trust or engage in efforts to seek the return of the benefit or disbursement. The Master Trustee shall be under no duty or obligation to inquire into the correctness of any determination made by the Administrator resulting in a direction to the Master Trustee under this provision.

9.8 Inalienability of Benefits. Except as may otherwise be provided herein, the right of any Participant or other person or entity to any benefit or payment from the Master Trust shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void, unless such action is approved by the Master Trustee and the Administrator for the applicable Plan and undertaken in accordance with the terms and provisions of this Master Trust, the Participating Trust, and the PlanDocuments.

9.9 No Implied Rights. Neither the establishment of the Master Trust nor any modification thereof, nor the creation of any fund, trust or account thereunder, shall be construed as giving any Participant or other person or entity any legal or equitable right unless such right shall be specifically provided for herein or in the applicable Plan Documents or conferred by affirmative action of the Plan Sponsor or Employer in accordance with applicable law and the express written terms and provisions of the Master Trust and the other Plan Documents.

9.10 Status of Employment Relations. The adoption and maintenance of the Master Trust shall not be deemed to constitute a contract between any Employer and its Employees or any representative thereof or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to:

(a) give to any Employee the right to be retained in the employ of his or her Employer;

(b) affect the right of the Employer to discipline or discharge any Employee at any time; or

(c) affect any Employee's right to terminate his employment at any time.

9.11 Parties Bound. This Agreement shall be binding upon the Master Trustee, the HRA Service Manager, and all Participating Trusts, Participating Trust Signatories, Plan Sponsors, Administrators, Employers, Employees, Participants, and, as the case may be, the Dependents, heirs, executors, administrators, successors, and assigns of each of them.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Alta Trust Company has caused this Amendment and Restatement of Agreement and Declaration of Trust to be executed by its duly authorized officers and respective seals to be hereunder affixed as of May 1, 2024.

ALTA TRUST COMPANY

By: Adam Ponder (Apr 9, 2024 13:41 CDT)

Name: Adam Ponder

Title: CEO

Date: Apr 9, 2024

Gallagher | HealthInvest HRA

Exhibit C

Plan Sponsor Trust Agreement

Include executed copy of primary trust agreement.

☑ Option 1: Complete and sign the HealthInvest HRA form of Plan Sponsor Trust Agreement provided by the HealthInvest HRA Service manager.

☐ Option 2: Provide your previously executed trust that has been approved by the HealthInvest HRA Service Manager.

This is the primary trust agreement created for the safekeeping of your HRA Plan assets and will be attached as Exhibit A to the Master Trust Adoption Agreement. This trust will become a Participating Trust under the HealthInvest HRA Master Trust pursuant to the Master Trust Adoption Agreement.

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IRC SECTION 115
TRUST AGREEMENT

FOR ONE OR MORE

HEALTH REIMBURSEMENT ARRANGEMENT
PLANS

The Name of this Trust shall be:

The HealthInvest HRA Plan Sponsor Trust of

Village of Northbrook

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THIS TRUST AGREEMENT (this "agreement" or "Trust Agreement") is made as of the Effective Date set forth on the signature page hereto, by and between ALTA TRUST COMPANY, a trust company organized and existing under the laws of the State of South Dakota, acting in its capacity as a nondiscretionary, directed trustee and custodian (the "Trustee") and the Plan Sponsor named on the title page hereto (the "Plan Sponsor") who hereby establishes and becomes settlor of this Trust.

WHEREAS, the Plan Sponsor desires to establish and become a settlor of the Trust to hold assets for the benefit of employees who are eligible to participate in one or more of the Employer's health reimbursement arrangement (HRA) plans (collectively, the "HRA Plan" or "Plan");

WHEREAS, pursuant to a Plan Adoption Agreement, the Plan Sponsor has established and adopted an HRA plan (each referred to herein as a "Plan") and has engaged Gallagher Benefit Services, Inc. ("Gallagher") as the HRA Service Manager to provide ministerial and non-discretionary Plan Administration Support Services utilizing Gallagher's prototype HealthInvest HRA Plan Documents; and

WHEREAS, the Plan Sponsor desires to establish a trust to hold assets for the benefit of Employees eligible to participate in the Plan; and

WHEREAS, the Plan Sponsor desires to appoint Alta Trust Company, a trust company organized and existing under the laws of the State of South Dakota, as the initial nondiscretionary, directed trustee and custodian of such trust, and Alta Trust Company has accepted such appointment; and

NOW, THEREFORE, the parties agree that the Trustee shall hold all funds and other property from time to time contributed or transferred to it pursuant to the provisions hereof, as the same may be been amended from time to time, together with all the increments, proceeds, investments, and reinvestments thereof, and the income therefrom, in trust, for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Administrator" shall mean the Plan Sponsor, unless otherwise specified in the Plan Adoption Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as the same has been or may hereafter be amended.

"Effective Date" of this Trust is set forth on the signature page hereto.

"Employer" shall mean, as applicable, either (a) if the HRA Plan is a single-

employer plan, the Plan Sponsor or (b) if the HRA Plan is a multiple-employer plan, a "Participating Employer", as such term is defined in the Plan Adoption Agreement of the Plan Sponsor.

"HRA Plan" or "Plan" is defined in the recitals to this Trust Agreement.

"HRA Plan Document(s)" shall mean one or more of the plan documents that define the terms and conditions of participation and benefits under the HRA Plan, as the same may be amended or amended and restated from time to time.

"HRA Service Manager" shall mean Gallagher in its capacity as a provider of nondiscretionary and ministerial administration support services on behalf of the Administrator as provided in the Plan Documents.

"Master Trust" shall mean the trust created whereby Alta Trust Company serves as the Master Trustee through the Agreement and Declaration of Trust establishing the Master Trust effective as of September 1, 2017 as the same may be amended from time to time for the HealthInvest Plans funded in one or more trusts participating in the Master Trust.

"Master Trust Adoption Agreement" shall mean the Master Trust Adoption Agreement for the HealthInvest HRA Master Trust executed by the Plan Sponsor and the "Participating Trust Signatory" for this Trust.

"Participant" shall mean any "Participant" as defined in the HRA Plan Documents.

"Participating Trust Signatory" for this Trust shall be the Plan Sponsor.

"Plan" or "HRA Plan" is defined in the recitals to this Trust Agreement.

"Plan Documents" shall mean, collectively, this Trust Agreement, the Master Trust Adoption Agreement, the Master Trust, the Plan Adoption Agreement, one or more HRA Plan Documents, and as applied to a particular Participant, the Enrollment File for the Participant, as the same may be amended or amended and restated from time to time.

"Qualified Investment Manager" shall mean any current or future bank, registered investment adviser, or insurance company selected by a Plan Sponsor or Administrator to manage a portion of the plan assets for any plan, including any investment manager that satisfies the requirements to constitute an "investment advisor" as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

"Securities" shall include registered, unregistered and exempt securities issued in accordance with applicable laws, including common and preferred stocks, mutual funds, fixed or variable annuity contracts, contractual obligations of every kind, whether secured or unsecured, equitable interests in real or personal property, and intangible property of every description and howsoever evidenced.

"Tax" or "Taxes" shall mean any tax, taxes, fee or other cost or obligation imposed by any governmental or other similar entity and shall be deemed to include any interest or penalties assessed in respect to such taxes.

"Trust" shall mean the trust established and maintained under this agreement, as the same may be amended, modified, supplemented, restated, or terminated from time to time.

1.2 Construction. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

1.3 Terms Incorporated by Reference; Conflicting Provisions. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the other Plan Documents. In the event there is a conflict in the definition ascribed to any term in two or more Plan documents, the definition ascribed to such term within any particular document shall apply for interpretation of that document, and if not defined therein, the meaning that shall apply for interpretation of a document shall be determined by reference first to the Master Trust, then to the Master Trust Adoption Agreement, then the applicable HRA Plan Document, then to the applicable Plan Adoption Agreement, then to the applicable Enrollment File, and then to this Trust Agreement.

ARTICLE II
PURPOSE

2.1 Purpose. The Plan has been established to provide Employees with reimbursement for or payment of qualified medical care expenses as set forth in the Plan, and the Trust has been established to hold assets for the benefit of employees who are eligible to participate in the Plan, to the extent such Employees are eligible to receive benefits under the Plan, and to provide such other permissible payments as may be determined from time to time. It is intended that the income from assets under this Trust be excluded from gross income based upon the tax-exemption of the Plan Sponsor under Section 115 of the Code. The Plan Sponsor represents that it is a governmental entity the income of which is excluded from gross income under Section 115 of the Code.

2.2 Use of Trust Assets. Except as otherwise provided herein or in the other Plan Documents, the Trust assets shall be used exclusively to pay benefits under the Plan and to defray reasonable expenses of administering the Plan and Trust.

ARTICLE III
PARTICIPATION

3.1 Eligibility for Participation. For so long as an Employee is a Participant in the Plan, such Employee shall be bound by all provisions of this Trust Agreement and the other Plan Documents.

ARTICLE IV
FUNDING

4.1 Contributions. The Employer shall contribute or transfer to the Trust such amount or amounts, if any, as the Employer may determine from time to time. All contributions and transfers shall be held, administered, and distributed, in trust, under the terms of this agreement. The Trustee shall not be under any duty to inquire into the timeliness or correctness of the amounts contributed, transferred and delivered to the Trustee hereunder; nor shall the Trustee or any other person be under any duty to enforce the payment of the contributions to be made hereunder, and the Plan Sponsor agrees to indemnify and hold harmless the Trustee in connection therewith. The Trustee shall not be responsible for the calculation or collection of any contributions under or referred to by the Plan and shall have no duties, except as specified under this agreement, for the administration of the Trust. Nothing in this agreement shall entitle the Trustee or any Participant to inquire into or demand the right to inspect the books of the Employer. Notwithstanding any provision of this agreement to the contrary, no Employer shall be required to continue to fund benefits under any Plan through the Trust.

4.2 Irrevocability of Trust Assets.

(a) In General. Except as provided in this Section 4.2(a) and Section 4.2(b), all Trust Assets, including contributions and transfers made to the Trust, shall be irrevocable(*check any one or more, or none)*:

☐ Trust assets allocated to any Employer Account may be returned to the Plan Sponsor or Participating Employer, as applicable, at any time. (If this option is selected, Plan assets may not be counted as employer assets for meeting the requirements of GASB 74/75.)

☐ Trust assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor for the purpose of providing health benefits to Participants, or such class of Participants, under a successor health plan.

☑ All forfeited Plan assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor at any time.

(b) Mistake of Fact. If a contribution or transfer or any portion thereof is made to the Trust due to a good faith mistake of fact or administrative error, then the Administrator may in its discretion direct the Trustee to return within one (1) year of the date of payment of such contribution or transfer to the Trust (or such longer period of time as determined by the Plan Sponsor to be reasonable and permissible under applicable law) an amount equal to the excess of (i) the amount of such contribution or transfer, over (ii) the amount which would have been contributed or transferred had a mistake of fact not occurred, to the contributor or transferor. The amount(s) of any contributions(s) or transfer(s) to be returned to the contributor or transferor in accordance with this subsection shall be limited to Trust assets attributable to such contribution or transfer.

4.3 Assets Held with Respect to a Particular Employer Account or Participant Account. The Trustee shall receive the contributions from the Employer (and to the extent permitted by applicable law, also from Employees) or transfers in cash or other property acceptable to it. All consideration received by the Trust, together with all assets in which such consideration is invested or reinvested, all income, earnings profits, and proceeds thereof from whatever source derived (including, without limitation, any proceeds derived from the sale, exchange or liquidation of such assets and any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be), shall, in accordance with the terms of the Plan and this Trust, irrevocably be accounted for and held separately with respect to the Employer or each Participant for all purposes, and shall be so recorded upon the books of account of the Trust. The consideration, assets, income, earnings, profits and proceeds thereof, from whatever source derived, (including, without limitation, any proceeds derived from the sale, exchange or liquidation of assets, and any funds or payments derived from any reinvestment of proceeds, in whatever form the same may be) are herein referred to as "assets held with respect to" each Employer Account or Participant Account (each referred to as an "Account"). In the event that there are any assets, income, earnings, profits and proceeds thereof, funds or payments that are not readily identifiable as assets held with respect to any Account (collectively "General Assets"), the Trustee shall allocate General Assets to, between or among any one or more of the Accounts based upon the direction of the Administrator, and any General Assets so allocated to an Account shall be held with respect to that Account. Each allocation by the Trustee at the direction of the Administrator shall be conclusive and binding upon the Employer and Participants for all purposes. The Administrator shall maintain separate and distinct sub-accounting records for each Account, and the Administrator shall hold and account for the assets with respect to each Account separately from the assets held with respect to all other Accounts.

4.4 Liabilities Associated with Respect to a Particular Employer Account or Participant Account. The liabilities, expenses, costs, charges, and reserves associated with each particular Account shall be charged against the assets of the Trust held with respect to that particular Account. Any liabilities, expenses, costs, charges and reserves of the Trust that are not readily identifiable as being associated with any particular Account ("General Liabilities") shall be allocated and charged by the Trustee to and among any one or more of the Accounts based upon the direction of the Administrator, and any General Liabilities so allocated to an Account shall be charged against the assets of that Account. Each allocation by the Trustee at the direction of the Administrator shall be conclusive and binding upon the Employer and Participants for all purposes. All liabilities, expenses, costs, charges and reserves so charged to an Account are herein referred to as "liabilities associated with" that Account. Without limiting the foregoing, but subject to the right of the Trustee to allocate liabilities, expenses, costs, charges or reserves as herein provided, the liabilities associated with a particular Account shall be enforceable against the assets held with respect to that Account only and not against the assets of the Trust generally or against the assets held with respect to any other Account. The Administrator shall maintain separate and distinct sub-accounting records for each Account, and the Administrator shall hold and account for the liabilities with respect to each Account separately from the liabilities held with respect to all other Accounts.

ARTICLE V
POWERS AND DUTIES OF THE TRUSTEE AND HRA SERVICE MANAGER

5.1 Trust Property and Investments.

(a) The Trustee is a non-discretionary, directed trustee. In addition to all powers and duties otherwise expressly set forth in this Trust Agreement and subject to the provisions of Section 5.5, the Trustee shall have the following powers, exercised only at the direction of the Administrator or its Qualified Investment Manager or other designee:

(i) to invest and reinvest all or any part of the Trust, including both principal and income, in Securities and other property;

(ii) to insure the payment of benefits under a contract or contracts with an insurance company or companies, and hold and retain such contract or contracts as part of the Trust;

(iii) to sell, lease, exchange, pledge or grant a security interest in, or otherwise dispose of all or any part of the Trust;

(iv) to exercise, buy, or sell rights of conversion or subscription;

(v) to enter into or oppose any plan of consolidation, merger, reorganization, capital readjustment, or liquidation of any corporation or other issuer of Securities held hereunder including any plan for the sale, lease, or mortgage of any of its property or the adjustment or liquidation of any of its indebtedness and, in connection with any such plan, to enter into any other such agreement, and to pay assessments or subscriptions from the other assets held hereunder;

(vi) to retain in cash or otherwise in a form unproductive of income such portion of the Trust as is necessitated by the cash requirements of the Plan; provided, however, that, to the extent feasible, such amounts shall be held in forms of investment which are productive of income but are sufficiently liquid to meet such cash requirements;

(vii) to deposit Securities held hereunder in any depository;

(viii) to deposit all or any part of the Trust, including both principal and interest, in any bank organized under the national banking laws of the United States or under the laws of any State;

(ix) to contribute or otherwise transfer the assets of the Trust to a Master Trustee by becoming a Participating Trust in a Master Trust for which the Trustee is the Master Trustee.

(b) Separate investments, assets, custodial accounts, bank accounts, and title in other properties shall not be required to be maintained with respect to this Trust or with respect to any Account; rather, the same may be aggregated on an omnibus basis, together with investments, assets, custodial accounts, bank accounts, and property of other Trusts and Plans utilizing the services and prototype HealthInvest HRA Plan Documents of the HRA Service Manager. On behalf of the Trustee, the Administrator or HRA Service Manager shall maintain separate and distinct sub-accounting records for this Trust such that this Trust and each Participant shall have a divided interest in specific assets and property held by the Trustee with respect to this Trust and each Account under the Plan. No other trust or plan for which the Trustee is a trustee or custodian shall have any interest in the specific assets or property held by the Trustee on behalf of this Trust. No Participant shall have any interest in the specific assets or property held by the Trust on behalf of any other Participants.

(c) The Plan Sponsor or Administrator shall select one or more Qualified Investment Managers to determine which investment options are to be available for the holding and investment of Trust assets and to evaluate and monitor the performance of those options. The Trustee shall not be obligated or required to evaluate or monitor the qualifications or performance of any Qualified Investment Manager or to determine which investment options are to be available for the holding and investment of Trust assets or to evaluate and monitor the performance of those options. The Qualified Investment Manager shall have the power to direct the Trustee with respect to such investments, and the Trustee shall be under no duty to question, and shall not incur any liability on account of following, any direction of a Qualified Investment Manager with respect to such investments. The Trustee shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment instructions given, by the Administrator to such Qualified Investment Manager or to make suggestions to the Administrator in connection therewith.

(d) The Trustee shall transmit to the Qualified Investment Manager, all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder, which notices are received by the Trustee from its agents or custodians, from the issuers of the Securities in question and from the party (or its agents) extending such rights. The Trustee shall have no obligation to determine the existence of any conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any of the Securities held hereunder of which notice was given prior to the purchase of such Securities held hereunder, and shall have no obligation to exercise any such right or power unless the Trustee is informed of the existence of the right or power.

(e) The Trustee shall not be liable for any untimely exercise or assertion of such rights or powers described in the paragraph immediately above in connection with Securities or other property held hereunder at any time unless (i) it or its agents or custodians are in actual possession of such securities or property and (ii) it receives

directions to exercise any such rights or powers from the Qualified Investment Manager, and both (i) and (ii) occur at least three business days prior to the date on which such rights or powers are to be exercised.

(f) If the Trustee is directed by a Qualified Investment Manager to purchase Securities issued by any foreign government or agency thereof, or by any corporation or other entity domiciled outside of the United States, it shall be the responsibility of the Qualified Investment Manager, as the case may be, to advise the Trustee in writing with respect to any laws or regulations of any foreign countries or any United States territory or possession which shall apply in any manner whatsoever to such Securities, including, without limitation, receipt by the Trustee of any dividends, interest or other distributions on such Securities.

(g) The Administrator shall direct the Trustee in writing as to what percentage of which Participant or Employer Accounts should be invested in which investment option based upon the elections of Participants or Employer and in accordance with the provisions of the Plan. If no such direction is received from the Administrator, the Trustee shall invest the Trust assets associated with that account in a default investment designated by the Qualified Investment Manager.

5.2 Claims Against Trust. Subject to the provisions of Section 5.5, and except as regards benefits under the Plan, the Trustee is empowered to compromise and adjust any and all claims, debts, or obligations in favor of or against the Trust, whether such claims be in litigation or not, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default, or otherwise enforce any such claim, debt, or obligation.

5.3 Borrowing. Subject to the provisions in Section 5.5, the Trustee is empowered to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Trust and to pledge any Securities or other property for the repayment of any such loan; provided, however, no such loan shall be made by the Trustee individually other than a temporary advancement to the Trust on a cash or overdraft basis.

5.4 Registration of Securities; Nominees. The Trustee is empowered to register Securities in its own name, or in the name of its nominee, agent, or custodian without disclosing the Trust, or to hold the same in bearer form, and to take title to other property in its own name or in the name of its nominee, agent, or custodian without disclosing the Trust; but the Trust shall be responsible for the acts of its nominee, agent, or custodian.

5.5 Powers of and Directions from Administrator. To the extent permitted by applicable law, the powers conferred upon the Trustee in this agreement, including Sections 4.3, 4.4 and 5.1 with respect to the investment of the assets of any Participant Account or any Employer Account and allocations of assets and liabilities, shall at all times be subject to the direction of the Administrator, which shall direct the Trustee as to all such matters based upon elections by the Employer for any Employer Account and the Participant for any Participant Account. The Administrator shall, at any time and from time to time, certify to the Trustee in writing the name or names of any Qualified Investment Manager or other person authorized to

act for the Administrator, with respect to the exercising of any one or more of such powers of the Administrator. Toward that end, the HRA Service Manager and any of its designees, officers, employees, subcontractors, agents, and representatives, are hereby designated by the Administrator as persons authorized to act on behalf of the Administrator with respect to exercising any one or more powers of the Administrator as specifically set forth in the Plan Documents or as otherwise directed by the Administrator. Until the Administrator notifies the Trustee that any such person is no longer authorized to act for the Administrator, the Trustee may continue to rely on the authorization of such person. The Trustee shall be under no duty or obligation to review any instruction it so receives, except that the Trustee shall have no obligation by reason of any such direction to make any advance or loan in its banking capacity. The Trustee shall have no liability or responsibility for acting without question on the direction of, or failing to act in the absence of any direction, unless the Trustee has knowledge that by such action or failure to act it will be participating in or undertaking to conceal a breach of fiduciary duty. The Administrator agrees to indemnify and hold harmless the Trustee for acting in accordance with this Section 5.5.

5.6 Agents, Attorneys, Actuaries, Consultants, Administrators and Accountants. The Trustee is empowered to employ, upon the authorization or direction of the Administrator such agents, attorneys (including attorneys who may be counsel to the Administrator), actuaries, consultants, administrators, accountants and other service providers as may be deemed necessary or proper in connection with its duties hereunder, and to determine and pay out of the assets of the Trust the reasonable compensation and expenses of such agents, attorneys, actuaries, consultants, administrators, accountants and other service providers.

5.7 Other Authority. The Trustee is authorized to execute and deliver any and all instruments and to perform any and all acts which may be necessary or proper to enable it to discharge its duties under this agreement and to carry out the power and authority conferred upon it.

5.8 Directions to the Trustee. The Trustee may rely on any written direction, request, approval, or other document purporting to have been signed on behalf of the Administrator by the person authorized to act for the Administrator.

5.9 Payment of Taxes; Indemnity. The Trustee is empowered to pay out of the assets of the Trust, as a general charge thereon, any and all Taxes or governmentally imposed fees and charges of whatsoever nature assessed on or in respect thereto; provided, however, that if the Administrator shall notify the Trustee in writing that any such Tax or governmentally imposed fee or charge is not lawfully or properly assessed, or is questionable, the Trustee, if so requested by the Administrator, shall contest the validity of such Tax in any manner deemed appropriate by the Administrator. Unless the Trustee shall first have been indemnified to its satisfaction by the Administrator, the Trustee shall not be required to contest the validity of any Tax, to institute, maintain, or defend against any other action or proceeding, or to incur any other expense in connection with the Trust, except to the extent that the same is sufficient therefor.

5.10 Compensation and Expenses. The Trustee shall be entitled to such compensation for its service and reimbursement for all reasonable expenses incurred by the Trustee in the

administration of the Trust, in accordance with the terms of the Plan Adoption Agreement between the Plan Sponsor and the HRA Service Manager or as otherwise agreed in writing between the Trustee and the Plan Sponsor. Such compensation and expenses shall be paid from the Trust unless the Plan Sponsor, in its discretion, elects to pay such compensation and expenses.

5.11 Records and Statements. The Trustee shall keep accurate records of all receipts, disbursements, and other transactions affecting the Trust, which, together with the assets comprising the Trust and all evidences thereof, shall be available during the Trustee's usual business hours for inspection or for the purposes of making copies or reproductions thereof by the Administrator, upon the Administrator's reasonable request. The Trustee shall render to the HRA Service Manager monthly statements of receipts, disbursements, and all transactions during the preceding month affecting the Trust. The Trustee further shall render to the HRA Service Manager annually a statement of all assets then held by it hereunder.

5.12 Court Action Not Required. All the powers and authority herein conferred upon the Trustee shall be exercised by it without the necessity of applying to any court for leave or confirmation. No person dealing with the Trustee shall be required to ascertain whether the Trustee shall have obtained the approval of any court or of any person to any action which it may propose to take hereunder, but every such person may rely solely upon the deed, transfer, or assurance of the Trustee.

5.13 Disputes. Any disputes arising under this Agreement shall be arbitrated in accordance with the commercial arbitration rules of the American Arbitration Association. All arbitration proceedings will take place only in South Dakota, unless otherwise agreed to by the Trustee and Plan Sponsor. To the extent not preempted by federal law, South Dakota statutory law (including, without limitation, the statutes governing the award of damages and arbitration) and South Dakota common law will control during arbitration. The Trustee and Plan Sponsor each waive any right either of them may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body. Arbitration is final and binding on the Parties. An award rendered by the arbitrators may be entered in any court having jurisdiction over the pertinent Party. The prevailing Party in any arbitration will be entitled to reasonable attorney fees and costs, including fees and costs on appeal.

5.14 Role of the HRA Service Manager. The powers and responsibilities of the HRA Service Manager specified herein and in the other Plan Documents are non-discretionary and ministerial and are intended for the purpose of effecting the efficient administration of this Trust and the Plan for the benefit of and subject to the direction or approval of the Plan Sponsor, Employer, or Administrator, as specified herein or in the Plan Documents, and such powers and responsibilities are subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager under the Plan Adoption Agreement.

ARTICLE VI
DISPOSITION OF TRUST ASSETS

6.1 Payments from the Trust. Unless and until the Plan is terminated as therein provided, the Trustee shall make payments from the Trust for the benefit of Participants or to pay

reasonable expenses of administering the Plan or Trust, as directed by the Administrator.

6.2 Excess Assets. Any excess assets remaining in the Trust upon satisfaction of all liabilities and requirements of the Trustee hereunder, shall be disposed of or transferred by the Trustee, as directed by the Administrator. In no event, however, will any Trust assets be transferred or distributed to any person other than an entity the income of which is excluded from gross income under the Code and as permitted by law.

ARTICLE VII
SUCCESSION TO THE TRUSTEESHIP

7.1 Resignation of the Trustee. Any Trustee acting hereunder may resign at any time by giving notice in writing to the HRA Service Manager on behalf of the Administrator at least ninety (90) days before such resignation is to become effective, unless the HRA Service Manager on behalf of the Administrator shall accept as adequate a shorter notice.

7.2 Removal of the Trustee. The Plan Sponsor may remove, with or without cause, any Trustee acting hereunder by giving notice in writing to such Trustee at least ninety (90) days before such removal is to become effective, unless the Trustee shall accept as adequate a shorter notice.

7.3 Appointment of a Successor Trustee. If for any reason a vacancy should occur in the trusteeship, the Plan Sponsor shall forthwith appoint a successor Trustee. A successor Trustee may be either a corporation authorized to carry on a trust business or a national banking association or such person or persons or committee as deemed appropriate by the Plan Sponsor. If the Successor Trustee elects to resign as trustee of Trust and gives proper notice of such resignation as provided in the Trust Agreements and a new successor trustee is not appointed in accordance with the terms of the Trust Agreement or otherwise within ninety (90) days from the date notice of resignation is received by the successor Trustee, the individual who holds the same or substantially similar title as the officer of the Plan Sponsor who executed this Agreement shall automatically become the successor trustee. Any successor Trustee appointed hereunder shall execute, acknowledge, and deliver to the Plan Sponsor and the predecessor Trustee an instrument in writing accepting such appointments hereunder. Such successor Trustee thereupon shall become vested with the same title to the Trust property, and the same powers and duties with respect thereto, as are hereby vested in the predecessor Trustee. The predecessor Trustee shall execute all such instruments and perform all such other acts as the successor Trustee shall reasonably request to effectuate the provisions hereof. The successor Trustee shall have no duty to inquire into the administration of the Trust for any period prior to its succession. No Trustee shall have any liability, duty, or other obligation with respect to actions or omissions of any successor or predecessor Trustee.

ARTICLE VIII
AMENDMENT AND TERMINATION

8.1 Right of Amendment. Subject to the terms of the Plan, the Plan Sponsor may amend the terms of this Trust agreement from time to time, subject to acceptance of such amendment by the Trustee and the HRA Service Manager. Any such amendment may be prospective or

retroactive as provided therein.

8.2 Right to Terminate. In the event of a discontinuance of contributions by the Employer, the assets of the Trust shall be held, administered, and distributed by the Trustee in accordance with the terms of the Plan and this agreement.

8.3 Termination of Trust. In accordance with the Plan documents for any HRA Plan, the Plan Sponsor may terminate its HRA Plan or cause all Plan assets to be transferred to another welfare benefit fund for the benefit of its Participants. In such event of HRA Plan termination, this Trust shall terminate, and the Trustee shall transfer all Plan assets for such HRA Plan at the direction of the Plan Sponsor or other Participating Trust Signatory for the Trust.

ARTICLE IX
MISCELLANEOUS

9.1 Validity of Agreement. The Trust shall be administered as a South Dakota Trust, and the validity of this Trust Agreement shall be determined, and construction, effect, and administration of this Trust Agreement shall be construed and interpreted in accordance with the laws of the State of South Dakota. If any provision of this Trust Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement unless such illegality or invalidity prevents accomplishment of the objectives and purposes of the Trust. In the event of any such holding, the Trustee may immediately, and if in accordance with appropriate law retroactively, amend the Agreement as is necessary to remedy any such defect.

9.2 General Indemnification. To the extent permitted by applicable law, the Plan Sponsor shall indemnify and hold the Trustee harmless from any loss or expense (including reasonable attorneys' fees) arising (a) out of an authorized action hereunder taken in good faith by the Trustee or any matter as to which this Trust provides that the Trustee is directed, protected, not liable, or not responsible or (b) by reason of any breach of any statutory or other duty owed to the HRA Plan by the Employer, Plan Sponsor, Administrator (if different than the Plan Sponsor), the HRA Service Manager or any Qualified Investment Manager or any delegate of any of them (and for the purposes of this sentence the Trustee shall not be considered to be such a delegate) whether or not the Trustee may also be considered liable for that other person's breach under federal, state, local or other law, unless such other person's breach for which the Trustee is considered liable arose out of the gross negligence or willful misconduct of the Trustee.

9.3 Tax Status of Trust. Neither the HRA Service Manager nor the Trustee makes any representation regarding the tax treatment of the Trust. The Plan Sponsor hereby represents that it understands the tax status of this Trust and the HealthInvest HRA Plan Documents and has had the opportunity and is encouraged to have its own tax advisors advise the Plan Sponsor regarding the tax implications of establishing this Trust and the HealthInvest HRA Plan Documents.

9.4 No Guarantees. Neither the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, nor the Trustee guarantees the Trust from loss or decline in value, nor the payment of any amount which may become due to any person hereunder. Nothing

contained in the Trust shall constitute a guarantee by the HRA Service Manager, the Plan Sponsor, the Administrator, the Employer, or the Trustee that the assets of the Trust will be sufficient to pay any benefit to any person or make any other payment; payments to be paid from the Trust are limited to the assets remaining in the applicable Participant Account or Employer Account at the time payment is made. Prior to the time that distributions are made in conformity with the Plan and the Trust, no Employees, Participants, or other persons shall receive any distribution of cash or other thing of current or exchangeable value, either from the HRA Service Manager, the Administrator, the Plan Sponsor, the Employer or the Trustee on account of, or as a result of the Trust fund created hereunder.

9.5 Duty to Furnish Information. The Administrator and the Trustee each shall furnish to the other any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties imposed under the Plan or this agreement or otherwise imposed by law. The Trustee shall furnish to the Administrator any documents, reports, returns, statements, or other information that the Administrator reasonably deems necessary to perform its duties and exercise its rights hereunder, under the Plan Adoption Agreement, and otherwise under the Plan.

9.6 Taxes. The Trustee shall withhold any Tax which by any present or future law is required to be withheld from any payment hereunder.

9.7 Rebates and Adjustments. In the event a benefit is provided or a disbursement is made from the Trust and it is determined by the Administrator that such benefit should not have been provided or disbursement made, the Administrator may make a contribution or arrange for a contribution to reimburse the Trust or engage in efforts to seek the return of the benefit or disbursement. The Trustee shall be under no duty or obligation to inquire into the correctness of any determination made by the Administrator resulting in a direction to the Trustee under this provision.

9.8 Inalienability of Benefits. Except as may otherwise be provided herein, the right of any Participant or other person or entity to any benefit or payment from the Trust shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void, unless such action is approved by the Plan Sponsor and undertaken in accordance with the terms and provisions of the Plan and the Trust.

9.9 No Implied Rights. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund, trust or account thereunder, shall be construed as giving any Participant or other person or entity any legal or equitable right unless such right shall be specifically provided for in the Plan and the Trust or conferred by affirmative action of the Plan Sponsor, the Administrator, or the Trustee in accordance with applicable law and the express written terms and provisions of the Trust and the other Plan Documents.

9.10 Status of Employment Relations. The adoption and maintenance of the Trust shall

not be deemed to constitute a contract between the Employer and its Employees or any representative thereof or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to:

(i) give to any Employee the right to be retained in the employ of the Employer;

(ii) affect the right of the Employer to discipline or discharge any Employee at any time; or

(iii) affect any Employee's right to terminate his employment at any time.

9.11 Counterparts. This agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one and the same agreement. Facsimile delivery transmission or electronic delivery in portable document format (".pdf") or tagged image file format (".tif") by any party hereto of its executed counterpart shall constitute the valid and binding execution hereof by such party.

9.12 Parties Bound. This agreement shall be binding upon the parties hereto, all Employees, Participants, the Employer, the HRA Service Manager, any Qualified Investment Manager, the Administrator and, as the case may be, the Dependents, heirs, executors, administrators, successors, and assigns of each of them.

9.13 Notices. Whenever any notice may be or is required or permitted to be given by the Trustee, HRA Service Manager, a Plan Sponsor, or an Administrator, such notice shall be in writing and shall be deemed to have been duly given, received and effective three (3) business days after the date of posting by mail. In all cases the notice shall be addressed to the applicable Party at the last physical, mailing, or electronic mail address (as applicable) of such person appearing in the records of the HRA Service Manager.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Trustee and Plan Sponsor have each caused this Agreement to be executed by its duly authorized officers on the dates set forth below.

Effective Date: December 10, 2025

Trustee
ALTA TRUST, a trust bank chartered under the laws of the State of South Dakota

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Plan Sponsor

By: _____

Name: Steven Drazner

Title: Chief Financial Officer

Date: December 10, 2025

Part 2

Plan Adoption Documents

Items listed in **bolded blue text** and marked with an asterisk (*) are documents that must be completed and/or signed by an authorized officer of the Plan Sponsor. Read **Plan Adoption Instructions** on page 54 for more details.

Plan Adoption Instructions 54

Plan Sponsor Contact Information Form* 55

Plan Adoption Agreement* 56

Plan Design Elections and Administration

Addendum A: Plan Design Elections* 67

Addendum B: Participant Account Elections* 71

Addendum C: Administrative Fees Schedule, Plan Representatives, and Plan Administration Support Services 76

Investment Management

Addendum D: Investment Management Services 81

HIPAA

Addendum E: HIPAA Business Associate Agreement* 87

*Must be completed and/or signed by an authorized officer of the Plan Sponsor.

Capitalized terms used throughout this set of **Plan Adoption** documents and not otherwise defined herein shall have the meaning given to such terms in the other **Plan Documents**, as amended from time to time. The **Plan Documents** governing the terms and conditions of plan coverage are provided separately.

In addition to this set of **Plan Adoption** documents, you must also execute the **Trust Adoption** documents.

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Gallagher | HealthInvest HRA

Plan Adoption Instructions

Please carefully follow the instructions below. All actions are required unless otherwise noted.

For your convenience, all documents are designed to be executed electronically, including the signature pages. Just follow the prompts.

Your completed Plan Adoption documents will be reviewed and countersigned by Gallagher Benefit Services, Inc. (GBS) as the HRA Service Manager. We will maintain an electronic countersigned copy and email a duplicate copy to you or your designated contact. You, as Plan Sponsor, should keep all executed documents on file.

☐	Page 55:	**Provide your contact information:** Complete the **Plan Sponsor Contact Information** form.
☐	Page 56:	**Establish your Plan:** Sign the **Plan Adoption Agreement.**
☐	Page 67:	**Design your Plan:** Make your **Plan Design Elections** (Addendum A).
☐	Page 71:	**Define your Participant Account types:** Make your **Participant Account Elections** (Addendum B).
☐	Page 87:	**Agree to terms regarding the use and/or disclosure of Protected Health Information:** Complete and sign the **HIPAA Business Associate Agreement** (Addendum E).

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HealthInvest HRA

PLAN SPONSOR CONTACT INFORMATION

1. EMPLOYER (PLAN SPONSOR) INFORMATION

Plan Sponsor Name: Village of Northbrook

Plan Sponsor Address: 1225 Cedar Lane (Street Address) Northbrook (City) IL (State) 60062 (Zip)

Plan Sponsor Phone: 847-664-4030 Plan Sponsor Fax: 847-272-9760

Plan Sponsor Tax Identification Number: 36-6006017

2. CONTACT INFORMATION

Primary Employer Contact

This person will be the principal business or administrative contact who will receive official Plan communications (such as Plan amendments) and other time sensitive administrative and operational communications and information, This person will also be listed as the Primary Contact on the Employer Portal and will have the authority to add other authorized employer contacts.

Contact Name: Steven Drazner Title: Chief Financial Officer

Phone: 847-664-4030 E-mail: steven.drazner@northbrook.il.us

Contact for Enrollment/Payroll/Contribution Matters

This person will receive a copy of the Plan Sponsor Welcome Kit and will be contacted by the HRA Service Manager or other Plan representative to confirm enrollment and contribution procedures.

Contact Name: Sarah Bagley Title: Human Resources Director

Phone: 847-664-4019 E-mail: sarah.bagley@northbrook.il.us

Identify Plan Sponsor's Privacy and Security Officials

This person or persons will serve as the Plan Sponsor's Privacy and Security Official for the HRA Plan. The Privacy and Security Official will be the primary contact for all HIPAA privacy and security matters affecting the Plan.

Contact Name: Sarah Bagley Title: Human Resources Director

Phone: 847-664-4019 E-mail: sarah.bagley@northbrook.il.us

3. HRA SERVICE MANAGER INTERNAL USE ONLY (to be completed by GBS consultant)

GBS Client Consultant Name: _____

GBS Office: _____

Outside Consultant Name (if any): _____

HealthInvest HRA

PLAN ADOPTION AGREEMENT

1. Formal Authorization and Adoption of Plan by Plan Sponsor.
The Village of Northbrook ("Plan Sponsor"), by formal action of its governing body or other authorized action, has formally approved the establishment of an employee benefit plan pursuant to which it or its Participating Employers will make contributions to one or more health reimbursement arrangement "HRA" plans (referred to herein individually and collectively as the "Plan") funded in a trust (the "Participating Trust") established pursuant to a trust document provided or executed in connection herewith, as the same may be amended or restated or replaced from time to time. The Plan Sponsor has also approved the use of the GBS proprietary "HealthInvest HRA" plan coverage documents governing the terms and conditions of various types of HRA plan coverage (each a "Plan Coverage Document") to implement its HRA plan and the engagement of certain service providers for the HealthInvest HRA Plan to assist the Plan Sponsor in the administration of its HRA plan.

2. Pursuant to the Governing Authority of the Plan Sponsor:

(a) HealthInvest Plan Documents. The Plan Sponsor hereby adopts the HealthInvest HRA Plan set forth in the GBS proprietary HealthInvest HRA Plan Documents (as defined in Section 1.2 of the Plan Coverage Documents), subject to the further terms and conditions contained in this Agreement and any Wrap Document, as the same may be amended, restated, or replaced from time to time as set forth therein. The Plan Sponsor agrees that it may utilize the HealthInvest HRA Plan Documents only while GBS is engaged hereunder and under the other Plan Documents as the HRA Service Manager pursuant to hereto. Upon resignation by or removal of GBS as the HRA Service Manager as provided herein and in the Plan Documents, the Plan Sponsor shall no longer have the right to utilize the proprietary GBS HealthInvest HRA Plan Documents and agrees to indemnify and hold harmless GBS and its affiliates, agents and sub-contractors, and each of their officers, employees, successors, and assigns against all costs, expenses, liabilities and damages resulting from any use of the HealthInvest HRA Plan Documents by the Plan Sponsor or any Participating Employer after the resignation by or removal of GBS as the HRA Service Manager.

(b) Plan Sponsor; Engagement of HRA Service Manager. The Plan Sponsor shall serve as the plan administrator responsible for overseeing and supervising the administration of the Plan (the "Plan Administrator" or the "Administrator") and may designate one or more representatives who may act on behalf of the Plan Sponsor in its capacity as the Plan Administrator. Without relieving the Administrator of any of its obligations under the Plan, the Plan Sponsor hereby engages Gallagher Benefit Services, Inc. ("GBS") to provide ministerial and non-discretionary Plan Administration Support Services specified in Addendum C hereto and in the other Plan Documents or otherwise at the direction of the Plan Sponsor or Administrator (in such capacity, GBS shall be referred to herein and in the Plan Documents as the "HRA Service Manager"). The Plan Sponsor authorizes and directs the HRA Service Manager to assist the Administrator in the

performance and execution of all the duties, powers, and responsibilities of the Administrator specifically defined in the Plan Documents, subject to the approval and direction of the Administrator or Plan Sponsor for any such duties, powers, or responsibilities that require the discretion of the Administrator or that are not otherwise specifically prescribed in the Plan Documents, such assistance to include without limitation the specific non-discretionary and ministerial Plan Administration Support Services described herein and in the Plan Documents. The HRA Service Manager acknowledges and agrees that the performance of the services hereunder by the HRA Service Manager and its agents and subcontractors shall be performed in a manner reasonably intended to comply with applicable law and the terms of the Plan and with a standard of care, skill, and diligence consistent with practices and procedures used in well-managed operations performing services comparable to the services to be performed by the HRA Service Manager hereunder. In addition, the HRA Service Manager will, and will cause each of its subcontractors to, obtain and maintain at its own cost all licenses and registrations required by state and federal law to operate its business and to perform the services hereunder. The Plan Sponsor acknowledges and agrees that the appointment of the HRA Service Manager to perform its services is not intended to transfer fiduciary liability to the HRA Service Manager. To the extent the Plan Sponsor delegates duties or responsibilities to the HRA Service Manager, the HRA Service Manager is not making discretionary decisions in fulfilling those duties or responsibilities. Examples of delegated duties include, but are not limited to, the publication of a summary plan description or summary of material modifications, the implementation of other forms or literature as required, or any other delegated duties and responsibilities required for plan administration purposes. The HRA Service Manager acknowledges that to the extent the HRA Service Manager exercises discretion with respect to the operation and administration of the Plan, other than ministerial and non-discretionary Administration Support Services, the HRA Service Manager may be considered a fiduciary under certain law with regard to those discretionary decisions.

(c) Role of the HRA Service Manager. The powers and responsibilities of the HRA Service Manager specified herein and in the other Plan Documents for each Participating Trust and its underlying Plans are non-discretionary and are intended for the purpose of effecting the efficient administration of this Master Trust and each Participating Trust and Plan for the benefit of and subject to the direction or approval of the Plan Sponsor, Employer, Administrator, or Employee Representative for such Plan, as specified herein or in the Plan Documents, and such powers and responsibilities are subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager under the applicable Plan Adoption Agreement.

(d) Execution of Master Trust. The Plan Sponsor agrees to execute and direct the authorized signatory for the Participating Trust to execute the Master Trust Adoption Agreement pursuant to which the Participating Trust adopts and enters into the Master Trust, through which the Master Trustee will serve as a custodian and directed trustee on behalf of the Participating Trust and the Plan.

(e) Investment Manager. The Plan Sponsor hereby agrees to the appointment and engagement of the investment management firm identified in Addendum D (the "Investment Manager"), as a fiduciary and, if the Plan is governed by ERISA, as an

ERISA 3(38) or 3(21) investment manager, as applicable, with respect to the services expressly set forth in Addendum D or in a contract between the Plan Sponsor and the Investment Manager described in or attached to Addendum D (the "Investment Management Contract"). The authority and responsibility of Investment Manager in such capacity shall be subject to the terms and conditions set forth in the Investment Management Contract, and except as expressly provided in the Investment Management Contract and the Master Trust. Nothing in this Plan Adoption Agreement or the HealthInvest Plan Documents authorizes the Investment Manager to participate in, exercise or perform, and the Investment Manager shall not be responsible for nor participate in, exercise or perform, any duties or matters except as set forth in the Investment Management Contract. Except as specifically set forth in the Investment Management Contract, the HRA Service Manager shall have no duty to the Plan Sponsor, Participating Employers, Participants or any covered individual or beneficiary under the Plan to monitor the performance of such Investment Manager.

(f) Subcontractors of HRA Service Manager. In addition to the appointment of the Master Trustee, the Investment Manager (if applicable), and any other agents or subcontractors directly engaged by the Plan Sponsor or Plan Administrator to perform services under the Plan, the Plan Sponsor hereby authorizes the HRA Service Manager to designate one or more agents or sub-contractors to carry out any administrative services to be performed by the HRA Service Manager, including one or more HealthInvest Plan Representatives identified in Addendum C attached hereto to provide record-keeping, financial and regulatory reporting, customer service, and claims and contribution processing services. The Plan Sponsor authorizes the HRA Service Manager, and the HRA Service Manager agrees, to engage or change and otherwise deal directly with all such agents or sub-contractors, as specified in the Plan Documents, and further authorizes the HRA Service Manager to arrange for the reasonable and necessary compensation and expenses of all Plan service providers (including those engaged directly by the Plan Sponsor or the Administrator) to be paid out of the fees of the HRA Service Manager or out of Plan assets by assessment of Participant Accounts and Employer Accounts, as Plan administration expenses, all of which are either (i) identified as Administrative Fees and Expenses in Addendum C hereto or (ii) otherwise approved in writing by the Plan Sponsor to be properly payable out of Plan assets.

(g) Contributions from Plan Sponsor. The Plan Sponsor hereby agrees to contribute to a custodial account established by the Master Trustee, and directs the HRA Service Manager to cause all Plan and Trust assets to be deposited, invested, and distributed in accordance with and subject to the provisions, limitations, and requirements, of the Plan Documents. Contributions to the Plan shall be deposited with the Master Trustee directly from the Plan Sponsor by wire transfer or as otherwise directed by the Plan Sponsor in writing. Plan assets held with the Master Trustee may be registered or deposited in the name of the Master Trustee, the HRA Service Manager, or other custodian, nominee, or agent, without disclosing the name of the Plan Sponsor, the Administrator, or the Plan and, for any Accounts allocated to individual Participants and Employers for directed investing, shall be invested based upon the investment directions of such Participants and Employers.

(h) Plan Document Amendments; Amendments to Wrap Documents. It is understood and agreed by the Plan Sponsor that the GBS proprietary HealthInvest HRA

Plan Documents, as amended, restated, or replaced from time to time, will be used by multiple plan sponsors and employers who have adopted the HealthInvest HRA Plan and for which the HRA Service Manager and other service providers to the Plan provide Plan Administrative Support Services, and that unilateral amendments requested by the Plan Sponsor may not be accepted by the HRA Service Manager if the HRA Service Manager determines that it would be unable to amend all such plans or would be unable to effectively provide such services to the Plan Sponsor's plan or plans of other plan sponsors in the light of such proposed amendment. Accordingly, any Plan amendment proposed by the Plan Sponsor must be submitted to the HRA Service Manager, and such amendment shall not take effect until the HRA Service Manager delivers written acceptance of such amendment. In order for any amended or restated Wrap Document to be considered incorporated and included herein, revisions or amendments to such documents must be provided in writing thirty (30) days' in advance of implementation to the HealthInvest HRA Service Manager. The Plan Sponsor's right to unilaterally amend the Plan or any Wrap Document is subject to the HRA Service Manager's right to resign and the Plan Sponsor's right to remove the HRA Service Manager pursuant hereto and the Plan Documents.

(i) Resignation or Removal of HRA Service Manager. The HRA Service Manager may resign and terminate this Plan Adoption Agreement at any time by giving notice in writing to the Plan Sponsor at least one hundred-eighty (180) days before such resignation is to become effective, unless such notice is waived by the Plan Sponsor. The Plan Sponsor may remove the HRA Service Manager and terminate this Plan Adoption Agreement, with or without cause, by giving notice in writing to the HRA Service Manager at least ninety (90) days before such removal is to become effective, unless such notice is waived by the HRA Service Manager. The Plan Sponsor may remove the HRA Service Manager if it objects to any amendments to the Plan Documents by giving notice in writing to the HRA Service Manager at least thirty (30) days before such removal is to become effective, unless such notice is waived by the HRA Service Manager. If the HRA Service Manager resigns or is removed for any reason, the Plan Sponsor shall transfer all Plan assets pursuant to the provisions of Plan Documents prior to the effective date of such resignation or removal, unless a longer time period for transfer is agreed upon in writing between the HRA Service Manager and the Plan Sponsor. The HRA Service Manager shall not be liable for the acts or omissions of any prior or successor Administrator or service provider providing one or more similar services to the Plan as provided by the HRA Service Manager, and, to the fullest extent permitted by applicable law, the Plan Sponsor indemnifies and holds harmless the HRA Service Manager for any losses, damages, or other liability incurred by the HRA Service Manager as a result of the actions or omissions of any prior or successor Administrator or service provider providing one or more similar services to the Plan. The Plan Sponsor's right to remove or replace the HRA Service Manager and certain other HealthInvest Plan Representatives may be subject to certain requirements set forth in the Plan Documents.

(j) Other Plan Representatives. Neither the Administrator nor the Plan Sponsor shall have the authority to remove a Plan Representative that has been engaged directly by the HRA Service Manager as a subcontractor of the HRA Service Manager to perform services or fulfill some or all of the responsibilities or obligations of HRA Service Manager under the Plan; provided, however, that if the Plan Sponsor removes a HealthInvest Plan Representative, the Plan Sponsor shall transfer all Plan assets to another administration

service provider or another welfare benefit fund pursuant to the provisions of Section 8.2 of the HealthInvest HRA Plan Coverage Documents prior to the effective date of such removal, unless the transfer period requirement is waived or a longer time period for transfer is agreed upon in writing by the HRA Service Manager. Resignation, removal, and replacement of a Plan Representative that was engaged directly by the Plan Sponsor or Administrator in a separate written agreement shall be determined according to any rules, policies, procedures, or contractual arrangements between the Plan Sponsor and such Plan Representative.

(k) Wind-down; Successor Service Provider. In connection with any termination of this Plan Adoption Agreement by either party hereto, the HRA Service Manager will use best efforts to cooperate with the Plan Sponsor and any Administrator or service provider that is the successor to the HRA Service Manager to comply with reasonable requests to accomplish an orderly transition of business and, on or before the termination date, transfer of functions, books, records, documentation, data, monies and other plan assets. Prior to the termination date, the HRA Service Manager will provide all necessary staff, services, and assistance required for such orderly transfer, including participation by appropriate personnel in periodic conference calls to effect a smooth transition. For a period of seven years following any termination of this Plan Adoption Agreement, the HRA Service Manager will (i) maintain all participant-level paperwork and documentation and, upon request and at the Plan Sponsor's expense, deliver or make-available to the Plan Sponsor all or any portion of such paperwork and documentation in a manner reasonably acceptable to Plan Sponsor and (ii) cooperate and assist with any audit, examination, review, or inspection of the Plan Sponsor's HRA Plan for which the HRA Service Manager is maintaining such records.

3. Plan Design. Specific terms of the Plan, including the Plan Effective Date, Plan Year, revocability options, the class or classes of employees to be covered by the Plan, applicable HRA survivor benefit rules, and the contribution policies for each class of employees, are specified in Addendums A and B hereto. The Plan Sponsor agrees that, annually, and otherwise upon the reasonable request from the HRA Service Manager, the Plan Sponsor will provide the HRA Service Manager with any Wrap Documents (subject to acceptance by the HRA Service Manager of the Wrap Document terms and conditions), census reports, current collective bargaining agreements, employment contracts, employer policies, or other information requested by the HRA Service Manager to assist the HRA Service Manager in the performance of its duties under the Plan Documents. The Plan Sponsor further agrees that the HRA Service Manager shall have the right to rely on information provided by the Plan Sponsor with respect to employee eligibility and contribution funding policies in the performance of its duties hereunder and under the Plan Documents but shall have no obligation to confirm the Plan Sponsor's or a Participating Employer's compliance with such agreements, contracts, or policies or whether such agreements, contracts, or policies comply with applicable law.

4. Contributions.

(a) The Plan Sponsor acknowledges and agrees that contribution(s) to the Plan will be made in accordance with obligations, policies or procedures that have been incurred or established by the Plan Sponsor or Participating Employers (pursuant to contractual agreements, collective bargaining, employer policy, or otherwise) and that neither the HRA

Service Manager, nor its officers, representatives, employees, agents, or sub-contractors, or anyone acting on behalf of or with respect to the Plan, has the right, duty or power to determine the amount to be contributed or to collect the amount to be contributed.

(b) The Plan Sponsor acknowledges and agrees that, except for premiums for COBRA continuation coverage or mandatory or other forms of employee contributions permitted by applicable law, no direct or indirect employee contributions or salary reduction contributions will be made to the Plan based upon voluntary elections by individual employees.

(c) At the time any contribution is made to the Plan, the Plan Sponsor or Participating Employer shall direct the HRA Service Manager as to the amount of such contribution to be allocated to each Participant Account and to any Employer Account. If there is a predetermined method or formula for such allocations set forth in Addendums A and B, the Plan Sponsor's or Participating Employer's allocation instruction shall be consistent therewith. However, the Plan Sponsor acknowledges and agrees that it shall be the Plan Sponsor's and/or Participating Employer's responsibility to determine the amount allocated to each Participant Account and any Employer Account, and the HRA Service Manager shall make such allocations solely in accordance with the Plan and the Plan Sponsor's or Participating Employer's specific directions and shall not be required to verify that such contribution instructions are consistent with Addendums A and B.

5. Indemnification and Liability. The Plan Sponsor, any Participating Employer, and the HRA Service Manager (each an "Indemnifying Party") agree, to the fullest extent permitted by applicable law, to indemnify and hold harmless the other (the "Indemnified Party") and its affiliates, agents and sub-contractors, and each of their officers, employees, successors, and assigns against all costs, expenses, liabilities and damages ("Losses") resulting from any negligent action or inaction, intentional misconduct, or breach of this Plan Adoption Agreement, the Plan, any Plan Document, or violation of any applicable law or rules, policies or procedures established or adopted in connection therewith on the part of the Indemnifying Party, or any of its officers, employees, agents, or Participating Employers (if applicable). Neither the HRA Service Manager, nor any agent or sub-contractor of the HRA Service Manager, nor any of their affiliates, officers, employees, successors, or assigns, shall have any liability, duty or other obligation with respect to actions or omissions of the Plan Sponsor or any of its Participating Employers (including incomplete or incorrect data or other information provided by the Plan Sponsor or any Participating Employer or Participant) or of any custodian, trustee, investment advisor or other service provider that is not acting under the direction or control of the HRA Service Manager. Neither the Plan Sponsor, nor any agent or sub-contractor of the Plan Sponsor (not including the HRA Service Manager), nor any of their affiliates, officers, employees, successors, or assigns, shall have any liability, duty or other obligation with respect to actions or omissions of the HRA Service Manager or any of its subcontractors (including incomplete or incorrect data provided by the HRA Service Manager or any of its subcontractors) or of any custodian, trustee, investment advisor or other service provider that is not acting under the direction or control of the Plan Sponsor. To the extent the HRA Service Manager or any other Plan Representative incurs any costs, expenses, liabilities or damages in connection with the timeliness or correctness of amounts contributed to the Plan or transferred to the Plan from another welfare benefit plan, then the Plan Sponsor and Participating Employer (but only to the extent either is responsible for the same) agree to indemnify and hold harmless the HRA Service Manager, and other Plan Representatives with respect to such costs,

expenses, liabilities or damages. Notwithstanding anything in this Plan Adoption Agreement to the contrary, neither Indemnifying Party shall be liable for any punitive, consequential, special, or indirect Losses, whether or not the likelihood of such Losses was known by that party. Furthermore, the aggregate liability hereunder of either Indemnifying Party to the other for claimed Losses or damages shall not exceed $1,000,000. This provision applies to the fullest extent permitted by applicable law.

6. No Guarantees. The Plan Sponsor acknowledges and agrees that there may be loss or depreciation of the value of any investment due to the fluctuation of market values and that neither the HRA Service Manager, Investment Manager, nor any other service provider to the Plan guarantees the Plan or any Participant Account or Employer Account thereof from loss or decline in value, or the payment of any amount that may become due to any person thereunder. Nothing contained in the Plan or any trust document shall constitute a guarantee by the HRA Service Manager, Investment Manager, or any other person that the assets of the Plan will be sufficient to pay any benefit to any person or make any other payment; payments to be paid to Participants or the Plan Sponsor or a Participating Employer from the Plan are limited to the assets remaining in the applicable Participant Account or Employer Account at the time payment is made and such other limits as may apply based upon the Plan Sponsor's plan design and applicable law.

7. Compensation and Expenses. The Plan Sponsor accepts and agrees to the schedule of fees and expenses set forth in Addendum C and acknowledges and agrees that, to the extent permitted by law, and except as otherwise specified in Addendum C, such fees and expenses will be paid out of Plan assets, to be allocated to Participant Accounts and Employer Accounts in the manner described in Addendum C or as otherwise determined by the Plan Sponsor. The HRA Service Manager shall provide the Plan Sponsor advance written notice of any increase or decrease in fees or expenses of the Plan, including any increases or decreases attributable to changes in elections under this Agreement, and the Plan Sponsor agrees that it shall be deemed to have approved any such change in fees or expenses, subject to the Plan Sponsor's right to remove the HRA Service Manager and the HRA Service Manager's right to resign as provided herein and in the Plan document.

8. Plan Sponsor Amendments to Plan Elections. The Plan Sponsor may amend its elections under this Plan Adoption Agreement at any time, provided, however, that (1) no such amendment may be inconsistent with the terms of the Plan, (2) any such amendment shall be subject to acceptance by the HRA Service Manager (including confirmation that the HRA Service Manager can continue to provide Plan Administration Support Services on behalf of the Plan Sponsor and participating plan sponsors) and the Plan Sponsor's acceptance of any additional fees or charges that may result from such changes by the Plan Sponsor in its Plan elections, (3) to the extent that contributions have been made on behalf of any Participant and have vested prior to the effective date of the amendment, such amendment may not increase the term of any vesting schedule with respect to such contributions, unless participant or his or her bargaining representative agree to the increase and (4) with respect to Plan contributions made before the effective date of the amendment, such amendment may not modify the revocability elections of Addendum A hereto to allow additional amounts to be returned to the Plan Sponsor.

9. Governing Documents. The Plan Sponsor hereby adopts and establishes such rules, policies and procedures as are set forth in the Plan Documents or Plan forms and materials, as the same may be amended from time to time. To the extent not set forth therein, and subject to

the Plan Sponsor's right to remove the HRA Service Manager herein and in the Plan Documents, the HRA Service Manager is hereby authorized and directed to establish such rules, policies, practices and procedures, and amendments to the Plan Documents as it deems appropriate for the administration of the Plan, all of which shall govern the Plan and be binding upon the Plan Sponsor, Plan Administrator, Participating Employers, Participants, and other individuals who may be entitled to Benefits from a Participant Account.

10. Construction of Documents. The Plan, the Plan Adoption Agreement, along with any applicable Wrap Documents and each Enrollment File are all parts of a single, integrated employee benefit system and shall be construed together. Where necessary or appropriate to the meaning thereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine, the feminine to include the masculine. Any written document referenced herein, including any Plan Document, shall mean such document as amended and restated from time to time.

11. Terms Incorporated by Reference; Conflicting Provisions. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the other applicable Plan Documents. In the event there is a conflict among the terms of two or more documents or in the definition ascribed to any term in two or more documents, interpretation shall be determined by reference first to the Plan Sponsor Contract (defined below), if any, then to any Wrap Documents, then to the Master Trust, then to the Master Trust Adoption Agreement, then the applicable HRA Plan Document, then to the Summary Plan Description, then to this Plan Adoption Agreement, then to the applicable Enrollment File, and then to the Participating Trust Document.

12. Prior or Contemporaneous Agreements.

(a) Except as provided in subsection (b) of this Section, this Plan Adoption Agreement supersedes all prior or contemporaneous agreements or understandings between the Plan Sponsor and GBS, whether oral or written, regarding the matters pertaining hereto that are not specifically referenced and made a part of this Plan Adoption Agreement. This Plan Adoption Agreement may be amended only in writing, and no purported oral agreement or understanding, or conduct or course of conduct, will be binding on any party hereto, unless reduced to writing and executed by authorized officers of all parties hereto.

(b) If the Plan Sponsor and GBS have entered into a separate written agreement governing the terms and conditions of GBS's services as the HRA Service Manager for the Plan Sponsor, such agreement shall be referred to herein as the "Plan Sponsor Contract" and attached hereto as Addendum F. In the event of a conflict between this Plan Adoption Agreement and the Plan Sponsor Contract, the terms of the Plan Sponsor Contract, shall at the election of either the Plan Sponsor or GBS, control.

13. Notices. Any notice required or permitted under this Agreement or the Plan Documents shall be in writing and shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below and in Addendum C with respect to the Investment Manager and

in the other Plan Documents for any other Plan Representative engaged directly by the Plan Sponsor.

(a) The address for delivery of all communications to the Plan Sponsor are set forth on the Plan Sponsor Data Sheet attached to this Plan Adoption Agreement.

(b) The address for delivery of all communications to the HRA Service Manager shall be:

ATTN: HRA Service Manager
Gallagher Benefit Services, Inc.
221 N Wall St, Suite 201
Spokane, WA 99201
(509) 838-5571

14. **HIPAA Requirements and Certification; Applicability of State Laws; and Applicability of Nondiscrimination Rules**.

(a) Plan Sponsor acknowledges that the Plan is a "Covered Entity" and meets the definition of a "Health Plan," as such terms are defined under the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time ("HIPAA") and the regulations thereunder, as the same may be amended from time to time ("HIPAA Regulations"). The Plan Sponsor agrees to execute the HIPAA Business Associate Agreement attached hereto as Addendum E and to execute any amendments thereto or replacements thereof as required by law. Plan Sponsor and its Participating Employers may be required to adopt certain policies and procedures on behalf of the Plans that are prescribed by HIPAA and the HIPAA Regulations. Plan Sponsor accepts responsibility for compliance with HIPAA and the HIPAA Regulations for itself and on behalf of any Participating Employers. The Plan Sponsor hereby acknowledges that the Plan incorporates the provisions of 45 C.F.R. § 164.504(f)(2)(ii), and the Plan Sponsor hereby agrees to the conditions of disclosure described therein.

(b) Plan Sponsor acknowledges that various state laws applicable to the Plan Sponsor or Participating Employers may affect certain aspects of the Plan or the Plan Sponsor's ability to adopt the Plan. These may include, without limitation, state laws regarding the investment of public funds, the permissibility of the Plan Sponsor to act as a trustee or fiduciary, conflicts with other statutory or state-sponsored plans, state agency reporting requirements, and the applicability of state income taxes. Plan Sponsor should seek the advice of its own legal or tax counsel for such state-law issues.

(c) Plan Sponsor acknowledges that IRC § 105(h) prescribes nondiscrimination rules with respect to eligibility and the contributions to and benefits of the Plan. Plan Sponsor acknowledges that neither the HRA Service Manager, nor any of its affiliates, sub-contractors, agents, representatives, officers, or employees accepts any responsibility for Plan Sponsor's compliance with IRC § 105(h) and that the Plan Sponsor will review its own collective bargaining agreements, and eligibility and contribution policies with its own legal and tax counsel to confirm compliance with these legal requirements.

15. **Counterparts**. This Plan Adoption Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one and the same agreement. Facsimile delivery transmission or electronic delivery in portable document formation (".pdf") or tagged image formation (".tiff") by any party hereto of its executed counterpart shall constitute the valid and binding execution hereof by such party.

16. **Assignability**. This Agreement calls for the personal services of the HRA Service Manager and for certain financial and other specified obligations of Plan Sponsor. The HRA Service Provider shall not assign its rights or obligations hereunder, without the prior written consent of the Plan Sponsor. The Plan Sponsor shall not assign its rights or obligations hereunder, without the prior written consent of the HRA Service Provider. Notwithstanding the foregoing, the HRA Service Provider shall have the right to assign this Agreement to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any entity owned or controlled by Arthur J. Gallagher & Co., without the prior consent of the Plan Sponsor.

17. **Successors and Assigns**. This Plan Adoption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns to the extent permitted hereby.

18. **Governing Law; Jurisdiction**. This Plan Adoption Agreement shall in all respects be interpreted, enforced and governed in and under the laws of the state of domicile of the Plan Sponsor, without reference to choice of law principles. Should any provision of this Plan Adoption Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts shall not be affected thereby and the illegal or invalid part shall be deemed not to be a part of this Plan Adoption Agreement. Any dispute arising under or in connection with this Plan adoption Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Illinois.

19. [Reserved].

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Plan Sponsor hereby executes and delivers this Plan Adoption Agreement, as evidenced by the signature below of authorized officer thereof and upon written acceptance by the HRA Service Manager below, shall be effective as of the Plan Effective Date.

Name of Plan Sponsor:

Village of Northbrook

As "Plan Sponsor" and "Administrator"

By: _____

Authorized Signatory

Printed Name: Steven Drazner

Title: Chief Financial Officer

Dated: December 10, 2025

Accepted by the HRA Service Manager

Gallagher Benefit Services, Inc.
As the HRA Service Manager

By: _____

Authorized Signatory

Printed Name: David Ritchie

Title: National Practice Leader, HRA VEBA & Trusts

Dated: _____

Gallagher | HealthInvest HRA

ADDENDUM A

Plan Design Elections

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HealthInvest HRA

PLAN DESIGN ELECTIONS

Plan Sponsor agrees to deliver to the HRA Service Manager written amendments to this Addendum A from time to time as employee groups to be covered by the Plan and eligibility requirements change.

1. **Effective Date**. The Plan Effective Date for the Plan shall be December 10, 2025.

2. **Plan Year**. For regulatory reporting and compliance under federal law, the HealthInvest HRA Plan Year is based upon the calendar year. Depending on the date of adoption, the first Plan Year for certain Plans may be less than 12 months.

3. **Employer Participation Agreements.** For multiple employer or multi-employer trusts only. *(check one only)*

   ☐ Not Applicable. All Participating Employers agree to the same Plan Design Elections and Participant Account Elections contained herein.

   ☐ Applies. See individual Employer Participation Agreements for unique Plan Design Elections and Participant Account Elections.

4. **HRA Survivor Benefit.** *(check one only)*
   For most HRA Plans, the Standard HRA Survivor Benefit will apply, meaning that in the event of the death of a participant, his or her HRA account will transfer only to the surviving dependents of that participant (including the spouse). Under an Extended Survivor Benefit, other non-dependent heirs may inherit the HRA account of a participant in accordance with Plan rules, so long as the HRA Plan meets the conditions described below under Section 4(b). When the Extended HRA Survivor Benefit applies, the rules governing that extended benefit will be available to Participating Employers and/or Plan Sponsors on the online portal.

   (a) ☑ **Standard HRA Survivor Benefit.**

   (b) ☐ **Extended HRA Survivor Benefit.** By checking this box, the Plan Sponsor is certifying that its HRA Plan meets the qualification requirements outlined under the Internal Revenue Code Section 105(j), including: (1) the Plan previously provided for reimbursements of health care expenses to deceased employees' non-dependent heirs or beneficiaries on or before January 1, 2008; and (2) the Trust utilized by the Plan Sponsor is either a trust authorized by the State legislature or a trust that received a favorable IRS ruling as a Section 115 or 501(c)(9) trust under the Internal Revenue Code.

5. **Transfers**. *(check one only)*

☑ No transfer of assets from another plan is contemplated.

☐ The following transfer of assets from one or more other plans is contemplated *(describe)*:

_____

_____

Transfers of assets from other plans shall be on terms acceptable to, and pursuant to rules, policies and procedures established by, the HRA Service Manager.

6. **Wrap Documents**. *(check one only)*

☑ The Plan Sponsor ***does not elect*** to have Wrap Documents incorporated into this Plan Adoption Agreement.

☐ The Plan Sponsor ***elects*** to have the Wrap Documents attached to this Addendum A and incorporated into this Plan Adoption Agreement,

7. **Employer Account(s)**. *(check one only)*

An Employer Account can be used to hold assets to be applied to future obligations or contributions of the employer and/or to offset other post-employment benefits (OPEB) liabilities resulting from Governmental Accounting Standards Board Statement No. 74/75 (GASB 74/75) accounting rules. An Employer Account, if established, can also be used for the purpose of accepting Participant Account forfeitures due to a Participant's death, failure to meet vesting requirements, if any, and other terms and conditions of the Plan.

If an Employer Account is elected, the funds held therein will be invested the Vanguard Federal Money Market Investor until the Plan Sponsor elects otherwise. Once the Plan Sponsor established online portal access, an investment allocation change can be made up to once per calendar month. Additionally, an Employer Account Fee may apply, as described in the Administrative Fees Schedule of Addendum C.

☐ Plan Sponsor is establishing one or more Employer Accounts for itself or establishing one or more Employer Accounts as elected by each Participating Employer.

☑ Plan Sponsor is not establishing any Employer Account.

8. **Limited Reversion and Revocability Elections**.[1] No Plan assets (other than contributions made by mistake of fact or administrative error) shall be returned to the Plan Sponsor except upon satisfaction of all liabilities to provide benefits under the Plan and in the following additional circumstances. *(check one only or check "None of the Above")*

☐ Plan assets allocated to any Employer Account may be returned to the Plan Sponsor or Participating Employer, as applicable, at any time, to the extent permitted by the applicable Participating Trust. *(If this option is selected, Plan assets may not be counted as employer assets for meeting the requirements of GASB 74/75.)*

☐ All Plan assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor for the purpose of providing health benefits to Participants, or such class of Participants, under a successor health plan, to the extent permitted by the applicable Participating Trust.

☑ All forfeited Plan assets, or the portion thereof allocable to a designated class of Participants, may be returned to the Plan Sponsor at any time to the extent permitted by the applicable Participating Trust.

☐ Other *(specify)*. _____

☐ None of the Above.

The Plan Sponsor certifies that the reversion and revocability elections above are permitted by the Participating Trust and the Plan Sponsor assumes, and holds the Master Trustee and HRA Service Manager harmless from, all liability, including adverse tax consequences associated with such elections.

9. **Participant Account Types**. The Plan Sponsor shall designate the description, eligibility, benefits, and other approved terms and conditions for one or more Participant Account types to be established for each employee group of Participating Employer as described in Addendum B.

10. **Additional Instructions or Plan Limitations**. Please specify below any other specific instructions or Plan limitations. *(Subject to acceptance of such terms by the HRA Service Manager)*

_____

_____

_____

[1] Reversion elections are not permitted for plan assets funded through a VEBA trust and may not be permitted by the terms of other types of trust instruments. Plan Sponsors should consult with legal counsel.

ADDENDUM B

Participant Account Elections

In this Addendum, follow the instructions to make elections for each Participant Account Type.

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HealthInvest HRA

INSTRUCTIONS FOR PARTICIPANT ACCOUNT ELECTIONS

This Addendum B allows a Plan Sponsor to:

- Establish one or more Participant Account types
- Indicate which eligible Employee group(s) will be receiving contributions to one or more Participant Account types
- Provide a brief description for each Participant Account type as you would want it to appear on Participant Communication. Descriptions are usually based on either the type of contribution, type of coverage, or eligible employee group. For example: Monthly Contributions (In-service Benefits); Annual Contributions (Post-separation Benefits Subject to Vesting); Separation Pay; Executive Premium-only Coverage; Administrators; Professional Staff; Support Staff; etc.
- Choose the benefits for each Participant Account type

The number of Participant Account types a Plan Sponsor establishes may be dependent upon its chosen or negotiated Plan design, compliance with certain Affordable Care Act (ACA) rules, or compliance with applicable nondiscrimination rules when making contributions on behalf of highly compensated individuals (HCIs), etc.

Participant Account Types.

The In-service HRA Plan pays benefits (subject to vesting requirements) while the employee is actively employed and continuing after retirement or other separation from service from the Employer. The Post-separation HRA Plan pays benefits only after eligible Employees meet all vesting requirements and also retire or otherwise separate from service from the Employer. The Post-separation, premium-only plan design is generally used to provide additional benefits to highly compensated employees and pays benefits only for qualified premiums incurred after eligible Employees meet all vesting requirements and also retire or otherwise separate from service from the Employer.

Multiple Account Options. It is possible that one or more eligible Employee groups (or certain eligible Employees within the same Employee group) may receive contributions to more than one Participant Account type. For example, you may make a $100 per month contribution into the In-service HRA Plan for all eligible employees and an additional $75 dollars per month for HCIs into the Post-separation HRA Plan that is limited to executive premium-only benefits and subject to vesting.

On the Enrollment File for each eligible group, the Plan Sponsor or Participating Employer must specify the one or more Participant Account types into which the Participants are enrolling. The Plan Sponsor must also submit separate or combined contribution remittance reports for each Participant Account type into which contributions are being made based upon the number (division code) assigned to each Participant Account type by the HRA Service Manager (*e.g.,* "001", "002" or "003", *etc.*).

Default Post-separation Contributions. For contributions to the In-service HRA Plan for a particular Employee group, some Employees may not meet the ACA integration requirements that require the Employee to be covered by a group health plan at the time the contribution is credited. This will result in some eligible Employees within the same group receiving contributions into the In-service HRA Plan and other eligible Employees receiving contributions into the Post-separation HRA Plan, which is not subject to the ACA integration requirements.

> ***Example***: The Plan Sponsor or Participating Employer intends to make a contribution of $100 per month into the In-service HRA Plans with 100% vesting. From time to time, if any Employees within that group do not meet the ACA integration requirements under any of the In-service HRA Plans, applicable law requires that the $100 monthly contribution for these Employees must be directed into a separate Participant Account type with 100% vesting under the Post-separation HRA Plan. ***These contributions are referred to as "Default Post-separation Contributions."*** This Default Post-separation Participant Account type will be automatically established by the HRA Service Manager to accommodate Default Post-separation Contributions on behalf of any Employees who do not meet the ACA integration requirements from time to time.

HealthInvest HRA

PARTICIPANT ACCOUNT ELECTIONS

If establishing more than six Participant Account Types, please complete and attach additional copies of this form.

1. **Establishment of Participant Account Type(s).** Participant Account type number (division code) will be assigned by the HRA Service Manager and communicated to the Plan Sponsor or Participating Employer.

   Participant Account Type Description: Insert a brief description of your choosing, as you would want it to appear on Participant Communication.

   Eligible Employee Group(s): List each Employee group eligible for contributions to the respective Participant Account Type.

   Benefits *(Check only one Benefits option for each Participant Account Type):* Do not elect "Post-separation HRA Plan coverage" below if the only contributions to the Post-separation HRA Plan will be "Default Post-separation Contributions" (defined in Item 6 of Addendum B-1 Plan Design Elections). If you choose any of the "In-service HRA Plan coverage" options below, a separate, corresponding "Post-separation HRA plan coverage" Participant Account type for "Default Post-separation Contributions" (defined in Item 6 above) will be automatically set up on behalf of eligible employees, if any, who do not meet the integration requirements under any of the In-service HRA Plan versions.

		Benefits (type of coverage)					
		Post-separation HRA Plan Coverage (see additional election information required in #2 below)				In-service HRA Plan Coverage	
Participant Account Type Description	Eligible Employee Group(s)	100% Vested	Subject to Vesting	Premium-only 100% Vested	Premium-only Subject to Vesting	100% Vested	Subject to Vesting
Standard In-Service HRA	Firefighters	☐	☐	☐	☐	☑	☐
Post-Separation HRA	Firefighters	☑	☐	☐	☐	☐	☐
1227 Cedar Lane Northb		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐

2. **Post-separation HRA Plan Coverage**[1]**.** For Post-separation HRA Plan coverage, please select whether this coverage should be administered as:

   ☐ **True post-separation coverage only.** Participants are not eligible for reimbursement of any expenses prior to separation from service; or

   ☑ **Post-separation coverage with limited in-service coverage prior to separation.** Participants are eligible for reimbursement of expenses and premiums for dental, vision, and qualified long-term care ("Excepted Benefits") prior to separation from service.

3. **Claims Eligibility Date.** The Claims Eligibility Date for Participant Account Types with Post-separation HRA Plan Coverage shall be the Participant's date of retirement or separation from employment. The Claims Eligibility Date for Participant Account Types with In-service HRA Plan Coverage shall be the Participant Eligibility Date or, if subject to vesting, the date after the Participant Eligibility Date on which the applicable vesting requirements have been met by the Participant.

4. **Vesting.** Describe below, or in an attachment to this Addendum B-2, the vesting policy for each eligible employee group subject to vesting, if any.

   Please note that Plan Sponsors and Participating Employers are responsible for tracking Employee vesting and notifying the HRA Service Manager or its designee of vested amounts when Employees separate or as applicable.

5. **Forfeitures.** If the balance in any Participant Account is forfeited in accordance with the terms of the Plan, such account balance will be transferred, reallocated, or re-contributed in accordance with written directions of the Plan Sponsor or Participating Employer, as applicable.

[1] **NOTE:** For Post-separation HRA Coverage, if a participant is re-employed with the Employer after his or her original separation from service, IRS rules require his or her eligibility for claims be limited to reimbursement of expenses and premiums for dental, vision, and qualified long-term care ("Excepted Benefits").

Gallagher | HealthInvest HRA

ADDENDUM C

Administrative Fee Schedule, Plan Representatives, and Plan Administration Support Services

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HealthInvest HRA Plan

ADMINISTRATIVE FEES SCHEDULE

The following schedule of administrative fees will apply. Administrative fees include expenses for routine operation, administration, and regulatory compliance for the Plan.

1. **Monthly Per Participant Account Fee:** $4.00

   This amount will be deducted once per calendar month from Participant Accounts unless Employer elects below to pay this fee.

   ☐ Check here if Employer will pay. Monthly account fees will be invoiced to Employer monthly. Invoiced amounts shall be due and payable by Employer within 30 days.

2. **Annualized Participant Account Fee:** 60 BPS

   This fee will be prorated and deducted from Participant Accounts on a daily basis at a rate of 1/365 of the listed annualized fee unless Employer elects below to pay this fee.

   ☐ Check here if Employer will pay. Annualized participant fees will be calculated and invoiced to Employer monthly. Invoiced amounts shall be due and payable by Employer within 30 days.

3. **Employer Set-up Fee:** Waived

   Employer will be invoiced at time of Plan adoption. Invoiced amounts shall be due and payable by Employer within 30 days.

4. **Employer Annual Fee:** Waived

   Employer will be invoiced beginning in year two and each year thereafter. Invoiced amounts shall be due and payable by Employer within 30 days.

5. **Trust-level Expenses:** Waived

   Employer will be invoiced beginning in year two and each year thereafter. Invoiced amounts shall be due and payable by Employer within 30 days.
   Expenses related to the overall operation of the Plan Sponsor Trust on behalf of all participating employers, including, but not limited to, annual audit, completion and filing of IRS Form 990 return, legal fees, fiduciary liability insurance or fidelity bond(s)

purchased as permitted by the Plan Documents, and other expenses incurred as part of the administration of the Trust, and split in accordance with the Plan Documents.

☐ Check here if Employer will pay.

☐ Check here if Trust-level Expenses should be split equally among Employer's Participant Accounts.

6. **Termination/Transfer Fee:** Waived

Employer will be invoiced at the time of termination/transfer. Invoiced amounts shall be due and payable by Employer within 30 days.

7. **Annual Patient-Centered Outcomes Research Institute (PCORI) Fee:**

The PCORI Fee is an annual per-participant fee assessed by the federal government as required under federal healthcare reform regulations. The PCORI fee increases each year (through Plan Years beginning in 2029) based on increase in the projected per capita amount of national health expenditures.

Unless the Plan Sponsor elects otherwise, for non-ERISA Plans that are subject to this fee, the account of any Participant who is eligible to file claims will be charged a prorated portion of this annual fee once every three months during the Plan Year beginning in 2017 through the Plan Year beginning in 2029, or as otherwise mandated by federal law.

For ERISA-governed plans that are subject to this fee or if elected by the Plan Sponsor, the fee will be calculated by the HRA Service Manager, in consultation with the Plan Sponsor, and payable by the Plan Sponsor. The fee applies to claims eligible participants only and does not include their spouses and dependents. The amounts collected will be remitted to the federal government to fund patient-centered outcomes research.

☐ Check here if Employer will pay.

This Administrative Fee Schedule does not include investment fund operating expenses. Fund operating expenses vary by fund and are expressed in Plan literature as an annualized percentage of assets. Fund operating expenses are applied at the fund level.

Additional Fee Information:

Minimum $100/month billing applies. If total PPPM and asset based fees total less than $100, Plan Sponsor will be invoiced the difference.
Fees listed above apply to all accounts with a positive balance. Fees are not assessed on zero balance accounts. Partial fees may be assessed on low dollar accounts as fees will never cause a negative account balance to occur.

PLAN ADMINISTRATION SUPPORT SERVICES

Plan Administration Support Services that may be provided by the HRA Service Manager or any subcontractor of the HRA Service Manager shall include non-discretionary assistance and support for the Administrator in the performance of all duties, powers, and responsibilities of the Administrator specifically set forth in the Plan Documents, policies, or procedures, and other Plan forms and materials (as the same may be amended from time to time) and other non-discretionary duties powers, and responsibilities approved or directed by the Plan Sponsor from time to time, including without limitation the following administration support services:

1. Provide assistance to Plan Sponsor and Participating Employers with Plan design elections and completion of plan adoption documents.
2. Provide Plan Sponsor and Participating Employers with Plan adoption/welcome package after receipt of a completed adoption agreement in good order.
3. Design and print Plan literature (including, but not limited to, enrollment forms, claim forms, Investment allocation forms, question-and-answer forms, Plan Summary/Summary Plan Description, etc.).
4. Maintain an inventory of necessary forms and literature.
5. Draft, create, and make any changes to Plan documents, Plan forms, Plan materials, Plan literature, and Plan policies and procedures as are routine, desirable, or necessary to improve the efficiency and effectiveness of the operation of the Plan, clarify ambiguities for the benefit of the Administrator, Plan Sponsor, or Eligible Participants, and to comply with applicable legal requirements.
6. Assist with communication between, and coordinate the activities of, all subcontractors and service providers to the Plan.
7. Facilitate payment of operating expenses of the Plan in accordance with the Plan Documents and direction of the Administrator.
8. Provide reasonable assistance and services necessary to obtain or make all necessary regulatory or other governmental filings, registrations and approvals for this Plan, including providing information and reports to the Plan Sponsor and Participating Employers.
    - Quarterly fund activity summary – Covers contributions, Investment earnings, and distributions for all participating employees on an aggregate basis;
    - Quarterly and annual trust statements – Includes balance sheets, as well as income and expense statements;
    - Disbursement Report – Quarterly report containing aggregate claims paid by category: medical, dental, vision, prescriptions and premiums;
    - Other reports – The third-party administration service provider will provide other reports that are reasonable and customary, including transaction reports confirming contributions.
9. Maintain and provide access to all records of the custodian, the HRA Service Manager and others relative to the Plan as needed for Plan and Trust audits.
10. Provide recordkeeping services for Participant and Employer Accounts.
11. Provide ministerial claims reimbursement services to Participants and Employers (for Employer Accounts). Claims reimbursement services include determination if a receipt is valid and covers a qualified expense under IRC § 213(d), and delivery

of all applicable notices required in the Plan document. Any determination on appeal requiring discretion must be approved in writing by the Administrator. Claims reimbursement services may include a healthcare debit card for participants to use for certain permitted expenses, as negotiated and subject to terms and conditions of the card vendor.

12. Provide customer care center (call center) service and assistance to Participants relating to enrollment, Plan benefits, account changes, investment allocations, website and other Plan questions and assistance.
13. Provide technical, compliance, and educational support to the Plan Sponsor, Participating Employers, and Eligible Participants.
14. Draft periodic Plan Sponsor/Participating Employer and Participant communications regarding legal and compliance updates, participant rights and responsibilities, and reminders regarding Plan benefits, policies, and procedures, etc.
15. Prepare and deliver notices and documents to Participants and Plan Sponsor/Participating Employer, as necessary, desirable, or required by law, including, but not limited to, communications contemplated for in the Investment Management Services described in Exhibit D, or as otherwise agreed.
16. Recommend and implement operational and compliance policies and procedures for the effective and efficient and compliant operation of the Plan.
17. Provide custodian and transfer agent services with respect to all Plan assets.
18. Assist with the investigation of errors reported to the Plan by a Plan Sponsor, Employer, or Participant.

PLAN REPRESENTATIVES

- **Gallagher Benefits Services, Inc. ("GBS")**, in its capacity as the HRA Service Manager and subcontractor of GBS.

- **Gallagher Fiduciary Advisors, Inc. ("GFA")**, in its capacity as the investment manager, but only if the Plan Sponsor elects the HealthInvest HRA standard fund lineup and in such case only to the extent of the scope of services described in Addendum D hereto.

- **Alta Trust Company**, in its capacity as Custodian and Master Trustee.

Any other Plan Representative that is required for the uniform management and administration of the HealthInvest HRA Plan and which is identified in the Plan Adoption Agreement or otherwise designated in writing by the HRA Service Manager as a HealthInvest Plan Representative.

ADDENDUM D

Investment Management Services

Following this page is a copy or description of the Investment Management Contract between the Plan Sponsor and the Investment Manager appointed by the Plan Sponsor as provided under Section 2(e) of the Plan Adoption Agreement.

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HealthInvest HRA

INVESTMENT MANAGEMENT
SCOPE OF SERVICES

Pursuant to the Plan Adoption Agreement, the Plan Sponsor has agreed to the appointment and engagement of Gallagher Fiduciary Advisors, LLC ("GFA"), a wholly-owned subsidiary of GBS to perform the services specifically described in this Addendum D and subject to the terms and conditions set forth in this Addendum D and elsewhere in this Plan Adoption Agreement. As a fiduciary and investment manager, GFA shall provide the following services regarding the Assets, other than Assets consisting of stable value funds and annuity contracts, to the HealthInvest HRA Service Manager:

(a) Develop a Statement of Investment Objectives (the "Statement") or review and revise, as appropriate, the existing Statement.

(b) Report to the HRA Service Manager on a quarterly basis the performance of each Investment Manager in the HealthInvest HRA fund lineup. This includes providing a quarterly evaluation report in writing. In addition, GFA will attend one meeting by telephone per year with the HRA Service Manager. Each report shall set forth separately the performance of each Investment Manager, including an evaluation of the returns achieved against suitable benchmarks for performance and risk. GFA hereby gives the HRA Service Manager permission and authority to deliver a current copy of such written reports to the Plan Sponsor either in hard copy or electronic form and to make a copy of the same available to the Plan Sponsor on the HealthInvest HRA Plan website or employer portal.

(c) Evaluate and report to the HealthInvest HRA Manager on the investment impact of plan amendments that may be considered, subject to receipt of reasonable advance notice of proposed amendments and sufficient additional input from the Trustees and appropriate Service Providers.

(d) Evaluate and decide which, if any, of the Investment Managers is appropriate to manage which, if any, portion of the Assets, consistent with the Statement and with the investment guidelines.

(e) Identify, evaluate and select additional Investment Managers (including, as appropriate, one or more "transition managers" to effectuate the transfer of Assets among Investment Managers in the event of the termination or addition of a Manager or a reallocation of the assets) and/or Pooled Investment Funds consistent with the Statement including but not limited to selection of investment funds to which the Plan's participants may direct their accounts. Identification, evaluation and selection will include Pooled Investment Funds the underlying assets of which are considered to be Assets of the Plan under ERISA (if the Plan is governed by ERISA), for which GFA will have the sole responsibility as 3(38) investment fiduciary to evaluate, select and appoint the individual or entity responsible for management of each such Pooled Investment Fund.

(f) Prudently monitor all Investment Managers and all Pooled Investment Funds and decide whether and when to terminate any Investment Manager and whether and when to withdraw from any Pooled Investment Fund.

(g) Exercise rights (including, without limitation, voting rights and redemption rights) of the Master Trust as a limited partner, member, shareholder, unitholder, participant or similar capacity in the commingled investment vehicles in which the Master Trust invests and such other Pooled Investment Funds in which GFA may determine to invest the Assets in pursuant to (g) above.

(h) Negotiate and execute on behalf of Master Trust or direct the Master Trustee or Administrator to execute such investment management agreements and other agreements and instruments which GFA determines are appropriate to carry out its determinations with respect to the Assets of the Plan. GFA shall have the right to engage legal counsel as needed to review and comment on such agreements at its own cost.

As a fiduciary and investment advisor, GFA shall provide the following services regarding stable value funds and group annuity contracts (the "3(21) Assets") to the HRA Service Manager and Plan Sponsors:

a) Assist in the evaluation and maintenance of an appropriate line up for the Plan of 3(21) Assets, recommending both the number and type of 3(21) Assets available for the Plan Sponsor's Plan.

b) Evaluating and recommending which, if any, of the Plan's current Investment Managers is appropriate to manage any 3(21) Assets, consistent with the investment policy statement of the Plan and recommending replacement of any Manager where appropriate.

c) Identifying, evaluating and recommending selection of additional or different Investment Managers, when and to the extent directed by the Plan Sponsor, after consultation with the Plan Sponsor and consistent with the Plan's investment policy statement.

d) Monitoring and advising the Plan and Plan Sponsor regarding the reasonableness of fee arrangements between and among the Plan and Investment Managers for the Plan's 3(21) Assets, provided that such advice shall not involve rendering legal advice, and the Plan's legal counsel shall be responsible for drafting all service provider agreements.

e) On a monthly basis, evaluate the performance of the Plan's Investment Managers of the Plan's 3(21) Assets and prepare performance analytics for multiple periods (e.g. MTD, QTD, YTD, etc.) and submit report to the Plan electronically.

f) Measure and evaluate on a quarterly basis the performance of each Investment Manager of the Plan's 3(21) Assets. Compare investment results with appropriate indices and/or benchmarks and peer groups, providing appropriate analysis and advice. Meet with the Plan Sponsor to review quarterly performance evaluation report. In person meetings

with the Plan's Investment Committee are limited to one per year, whereas telephonic meetings shall be as reasonably as requested by the Plan.

g) Providing assistance reasonably required by the Plan to respond to audits or examinations conducted by governmental agencies relating to the investment of the 3(21) Assets.

h) Reviewing as appropriate each 3(21) Assets Investment Manager's adherence to the applicable written investment guidelines and objectives and recommending to the Plan Investment Committee and Manager corrective action as needed.

HealthInvest HRA

INVESTMENT MANAGEMENT
TERMS AND CONDITIONS

The following sets forth the terms and conditions of GFA's obligations as a fiduciary and an ERISA 3(38) investment fiduciary with respect to the services set forth in Addendum D to this Plan Adoption Agreement.

1. **Definitions**.

(a) Assets: All investment assets of the Plan Sponsor's HRA Plan utilizing the HealthInvest standard fund lineup and held by the Master Trustee within the Master Trust on behalf of the Plan and the Participating Trust.

(b) Investment Manager or Manager: Any current or future bank, registered investment advisor, or insurance company selected to manage a portion of the Assets, including any investment manager retained which satisfies the requirements to constitute an "investment manager" pursuant to Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated pursuant thereto ("ERISA").

(c) Pooled Investment Fund: Mutual fund, collective investment fund, or any other pooled investment vehicle that is selected or may be select in the future for investing the Assets.

2. **Representations of GFA**. GFA represents and warrants that:

(a) It is a registered investment advisor under the Investment Advisers Act of 1940 and is lawfully empowered to perform or provide the services which, pursuant to this Plan Adoption Agreement and its agreement with the HRA Service Manager, it has agreed to perform or provide;

(b) In performing services described in this Addendum D, it will comply with all applicable laws including ERISA (if the Plan is subject to ERISA).

3. **Form ADV**. In compliance with Rule 204-3(b) promulgated under the Investment Advisers Act, GFA has delivered to the HRA Service Manager the Part 2A Brochure of the Form ADV, covering GFA, as currently in effect. GFA agrees to make available to the HRA Service Manager each year that Assets of the Plan remain in the Master Trust, an updated copy of the Part 2A Brochure as then in effect, which can be provided to the Plan Sponsor via email or on the Plan portal. GFA hereby gives the HRA Service Manager permission and authority to deliver a current copy of the Part 2A Brochure of Form ADV to the Plan Sponsor either in hard copy or electronic form with the Plan Sponsor's welcome packet and to make a copy of the same available to the Plan Sponsor on the HealthInvest HRA Plan website or employer portal.

4. **ERISA Fiduciary, as Applicable**. If the Plan is governed by ERISA, GFA acknowledges that in performing its duties under this Addendum D, that it shall be deemed an ERISA 3(38) investment manager of the Plan and Master Trust with respect to the services under Addendum D.

5. **No Delegation by GFA or Performance by Individuals**. The Plan Sponsor acknowledges that the services being provided and obligations undertaken hereunder are being provided and undertaken by GFA as an entity and not by any individual officer, director, employee, agent, shareholder or agent of GFA (each a "GFA Individual"). Neither the Master Trust, Participating Trust, Plan Sponsor, Administrator, or HRA Service Manager, nor any fiduciary of the Plan or Master Trust has entered into any agreement to the effect that (i) one or more GFA Individuals, as opposed to GFA, is providing services to the Trust or its fiduciaries, or (ii) the work performed for or advice communicated to the Plan Sponsor or HRA Service Manager by any one or more GFA Individuals is the work or advice of such GFA Individual(s), as opposed to the work or advice of GFA. GFA represents and the Plan Sponsor acknowledges that GFA will not delegate to any GFA Individual GFA's fiduciary obligations and responsibilities owed to the Plan or Master Trust.

6. **This Agreement cannot be assigned by any Party without the consent of the other Parties**.

7. **Notices**. The address for delivery of all communications to GFA shall be:

Gallagher Fiduciary Advisors, LLC
1667 K Street, N.W., Suite 1270
Washington, D.C. 20006
Attention: Area President

With copy to:
Gallagher Fiduciary Advisors, LLC
24 Commerce Street, Suite 1827, Newark, NJ 07102
Attention: Area Assistant Counsel

8. **Liability**. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which any party may have under any federal securities laws. Except insofar as may be required by ERISA, GFA shall not be liable for liabilities, losses, claims, fees or expenses incurred by the Plan or the Master Trust, or any of its participants or beneficiaries outside scope of this Addendum D.

9. **Litigation Proceedings**. GFA shall not serve as an expert consultant or witness in regard to any civil or criminal judicial proceedings or arbitration or as an expert witness in any such regard, except as may otherwise be agreed in writing by GFA and the HRA Manager, Master Trustee, or Plan Sponsor, as applicable.

ADDENDUM E

HIPAA Business Associate Agreement

Following this page is the executed HIPAA Business Associate Agreement between the Plan Sponsor on behalf of the Plan, as Covered Entity, and Gallagher Benefit Services, Inc., as the HRA Service Manager.

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HealthInvest HRA

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is entered into by and between Gallagher Benefit Services, Inc., as HRA Service Manager ("***Business Associate***") on behalf of one or more HealthInvest HRA health reimbursement arrangement (HRA) plans of Village of Northbrook *(Plan Sponsor)* (each such plan referred to herein singularly and collectively as "***Covered Entity***") and shall be effective as of the Effective Date of the Plan Adoption Agreement for the Covered Entity (the "Effective Date").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("***PHI***") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("***HIPAA***") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("***HIPAA Privacy Rules and/or Security Standards***"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "***Breach***" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "***Electronic Protected Health Information***" or "***ePHI"*** shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "***Privacy Rule***" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) ***"Security Incident"*** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) ***"Security Rule"*** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) ***"Unsecured Protected Health Information"*** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. <u>Obligations and Activities of Business Associate Regarding PHI</u>.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. <u>Permitted Uses and Disclosures of PHI by Business Associate</u>.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for

the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. <u>Term and Termination</u>.

(a) ***Term***. This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) ***Termination for Cause by Covered Entity***. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) ***Termination by Business Associate***. This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) ***Effect of Termination***. Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. <u>Amendment</u>.

(a) The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. Except as provided in sub-paragraph 7(b), this Agreement shall not be amended except by written instrument executed by the parties.

(b) If Business Associate submits to Covered Entity a proposed amendment to this Agreement that is required by applicable law, and after reasonable attempts to obtain execution of such amendment from the Covered Entity, Business Associate is unable to obtain execution by Covered Entity, then such amendment to this Agreement executed by Business Associate shall be effective to amend this Agreement but only to the extent the provisions of such amendment are required for Business Associate or Covered Entity to comply with applicable law.

8. <u>Indemnification</u>.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations

provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity, use the address of the Plan Sponsor set forth in the Plan Adoption Agreement.

If to the Business Associate:

Gallagher Benefit Services, Inc.
221 N Wall St, Suite 201
Spokane, WA 99201
Ph: (509) 838-5571
Fax: (509) 838-5613

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of domicile of the Plan Sponsor.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in

connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

Gallagher Benefit Services, Inc.

By: _____

Name: David Ritchie

Title: National Practice Leader, HRA VEBA & Trusts

Company: Gallagher Benefit Services, Inc.

Date: _____

COVERED ENTITY:

The HealthInvest HRA Plan of the Plan Sponsor named on the Introduction of this Agreement

By: _____

Name: Steven Drazner

Title: Chief Financial Officer

Company: Village of Northbrook

Date: December 10, 2025

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Northbrook Professional Firefighters Association Local 1894
of the International Association of Firefighters

Local 1894 Retirement Healthcare Funding Plan Contribution Parameters

The Union's 115 Trust is established to provide post-employment health benefit funds for eligible Village employees.

1. **Contribution Structure**:
    - Members who are non-military or non-veteran status will contribute a percentage of their annual salary to the Trust based on years of full-time service, as follows:
        - 0-5 years of service: 2% contribution
        - 6-15 years of service: 3% contribution
        - 16+ years of service: 4% contribution

    - For all members who are military or former miliary will contribute 1%

        - Employees must declare their military status with qualified paperwork (such as a DD 214) with the Village at time of hire.

2. **Annual Contribution Adjustments**:
    - Contribution tiers will be evaluated annually by the Village in conjunction with the Union Executive Board to determine necessary adjustments in contributions.

3. **Allocation of Unused Leave Upon Separation**:
    - Upon separation from the Village, the complete monetary value of all applicable unused Vacation, Reclaim, Holiday, and Sick leave to the Trust consistent with the provisions of the Collective Bargaining Agreement Sections 13, 14, and 16.

4. **Distribution Upon Member's Death**:
    - In the event of a member's death, all trust funds will be allocated to the member's spouse. If no spouse exists, funds will be available to an IRS tax-dependent(s). If neither exists, funds will revert to the Trust for the benefit of fund members.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Human Resources Sarah Bagley
Date: 2025-12-09
Subject: A Resolution Authorizing a Settlement Agreement Between Retired Fire Lieutenant Joseph Klemm and the Village of Northbrook under the Public Safety Employee Benefits Act

Overview
Under the Public Safety Employee Benefits Act the Village provides health insurance benefits to retired personnel in certain circumstances.

Fiscal Impact
The Village will be required to appropriate the necessary funds to meet the obligations under this agreement which may vary from year to year. The current year estimate is $7,620.

Recommendation
Approval.

Background
The Village is entering in an agreement related to benefits under the Public Safety Employee Benefits Act (PSEBA) with a retired Fire Lieutenant who was previously granted a line of duty disability pension.

25-9 Resolution Approving Klemm Agreement

Resolution 2025 -

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

A Resolution Authorizing a Settlement Agreement Between Retired Fire Lieutenant Joseph Klemm and the Village of Northbrook under the Public Safety Employee Benefits Act

is hereby adopted, as follows:

Section 1. Recitals.

In certain circumstances, the Village of Northbrook is required to provide health insurance benefits under the Public Safety Employee Benefits Act ("***PSEBA***" or "***Act***"), 820 ILCS 320/1, et. *seq*.

Retired Lt. Klemm was employed by the Village most recently as a Fire Lieutenant.

On April 24, 2025, the Village of Northbrook Firefighters' Pension Fund granted Lt. Klemm a line of duty disability pension.

Retired Lt. Klemm has requested health insurance benefits from the Village pursuant to PSEBA.

The Village and Retired Lt. Klemm mutually desire to resolve any issues related to Retired Lt. Klemm's eligibility for benefits under PSEBA while he is eligible for health insurance benefits provided through his new employer or his spouse's employer through a settlement agreement relating to insurance and the payment of health insurance costs in order to resolve all matters between them ("***Agreement***").

The President and the Board of Trustees have considered the Agreement and determined it to be in the best interest of the Village and the public.

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement.

Adopted:

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

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2025-12-09
Subject: An Ordinance Amending Chapter 2, Article III, Division 3 of the Northbrook Municipal Code, as Amended, Regarding Appointment of Deputy Village Clerks

Overview

Northbrook's Municipal Code is being updated to sets forth provisions for the appointment of Deputy Village Clerks by the Village Clerk.

Fiscal Impact

The Code provides that no more than two individuals, which are current employees, may be appointment to perform duties in the absence of the Clerk, such as attesting documents and will be within current budget authority.

Recommendation

Approval.

Background

Division 3, entitled “Village Clerk,” of Article III, entitled “Officers, Employees and Independent Contractors,” of Chapter 2, entitled “Administration,” of the Northbrook Village Code, as amended, sets forth the powers and duties of the Village Clerk. The Village desires to amend the Northbrook Village Code to add a new section related to the appointment of a Deputy Village Clerk.

The attached ordinance amends Chapter 2 to allow the Village Clerk, with the advice and consent of the Village Manager, to appoint not more than two Village employees, which are currently employees within the Village Manager’s Office, as Deputy Village Clerks, who shall have the power and duty, in the absence or disability of the Village Clerk, to perform the duties of the Village Clerk, including to execute all documents required by law to be executed by the Village Clerk and to affix the seal of the Village to such documents wherever required. The Deputy Village Clerk(s) may perform such other acts incidental to carrying out said position,

and to perform all other duties, but only under the direction and supervision of the Village Manager.

The appointment as a Deputy Clerk is customary in the event of a schedule conflict or other absence of the Village Clerk when the Village Board is meeting.

An Ordinance Amending Chapter 2, Article II of the Northbrook Municipal Code, as Amended, Regarding Deputy Clerk

ORDINANCE NO. 2025-

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

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 OF THE NORTHBROOK MUNICIPAL CODE, AS AMENDED, REGARDING THE APPOINTMENT OF DEPUTY VILLAGE CLERKS

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Division 3, entitled "Village Clerk," of Article III, entitled "Officers, Employees and Independent Contractors," of Chapter 2, entitled "Administration," of the Northbrook Village Code, as amended (***"Village Code"***) sets forth the powers and duties of the Village Clerk.

Sections 3.1-30-10 and 3.1-35-95 of the Illinois Municipal Code, 65 ILCS 5/3.1-30-10 and 65 ILCS 5/3.1-35-95, allow the Village Clerk, when authorized by the corporate authorities, to appoint a Deputy Village Clerk when necessary to discharge the functions and duties of the office of Village Clerk.

The Village desires to amend the Village Code to add a new section allowing for the appointment of a Deputy Village Clerk.

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 2, ARTICLE III, DIVISION 3 OF THE VILLAGE CODE.

Division 3, entitled "Village Clerk," of Article III, entitled "Officers, Employees and Independent Contractors," of Chapter 2, entitled "Administration," of the Village Code shall be amended to add a new Section 2-103, entitled "Deputy Village Clerk" to read in its entirety as follows:

"**Sec. 2-103. – Deputy Village Clerk.**

The Village Clerk, with the advice and consent of the Village Manager, is authorized to appoint not more than two Village employees, which are currently employees within the Village Manager's Office, as Deputy Village Clerks, who shall have the power and duty, in the absence or disability of the Village Clerk, to perform the duties of the Village Clerk, including to execute all documents required by law to be executed by the Village Clerk and to affix the seal of the Village to such documents wherever required. The Deputy Village Clerk(s) may perform such other acts incidental to carrying out said position, and to perform all other duties, but only under the direction and supervision of the Village Manager."

Section 3: 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.

Village President

ATTEST:

Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2025-12-09
Subject: Motion to approve Badge Design Pursuant to Chapter 2 Article II of the Municipal Code

Overview

Members of the Board of Trustees, including the Village President, may be issued an official badge, the design of which shall be approved by the Village Board.

Fiscal Impact

The FY26 General Fund Budget provides for the purchase of such badges for newly elected Trustees and for badges to be provided in a commemorative fashion for those Trustees who left the Board in May 2025 with an estimated total expenditure of less than $750.

Recommendation

Approval.

Background

Pursuant to Chapter II of the Municipal Code, Article II, Section 2-38 "Badges" e ach duly elected or appointed member of the Board of Trustees, including the Village President, may be issued an official badge, the design of which shall be approved by the Village Board. The badge shall be provided in a commemorative fashion upon a board member's departure from the Village Board. It is noted that while this is a historical practice, design approval is being sought as new badges are being ordered for the trustees elected to office in May 2025.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-12-09
Subject: Truth in Taxation Public Hearing for the Proposed Tax Year 2025 Property Tax Levy

Overview

Each year the Village Board must adopt a property tax levy to fund general municipal operations, cover the debt service expenditures, and fund statutorily required pension fund contributions which includes annual employer contributions into the Police Pension Fund, Firefighters' pension plans as well as the Illinois Municipal Retirement Fund.

Fiscal Impact

This Public Hearing is a procedural requirement, the action to levy the property tax is under a separate agenda item at this same meeting.

Recommendation

Hold the public hearing to provide individuals an opportunity to provide comments on the proposed tax levy.

Background

Each year the Village Board must adopt a property tax levy to fund general municipal operations, cover debt service expenditures, and fund statutorily required pension fund contributions for the Police Pension Fund, Firefighters' Pension Fund, and the Illinois Municipal Retirement Fund. Illinois statutes require that the Village hold a public hearing in any year that the proposed tax levy scheduled for adoption exceeds a 5.00% increase over the prior year. For tax year 2025 (fiscal year 2027), the proposed tax levy increase for the combined Village and library is 9.95%. Illinois Compiled Statute 35 ILCS 200/18-70 requires that a public hearing be held prior to the adoption of a proposed property tax levy if the proposed levy for the next calendar year exceeds 105% of the current tax year levy. The public hearing notice was published in the November 27th Northbrook Star as required by law.

In the State of Illinois, municipalities annually determine the amount of property taxes necessary to fund general operations for day to day municipal services, annual debt service payments not reduced (i.e. abated) by user fees, and statutorily required pension contributions. The dollar amount is called the levy and is submitted to the county assessor. Each tax year, the county assessor is responsible for establishing the Equalized Assessed Valuation (EAV) for each municipality which is based upon a formula that includes the

estimated market value of property in the municipal corporate limits and the state multiplier as established by the Illinois Department of Revenue state multiplier. The resulting market value is reduced by any applicable property tax exemptions (such as homeowners or senior exemptions) prior to establishing a taxing district's EAV. The property tax rates for each taxing district are then calculated by dividing the property tax levy requests by the total EAV. For property tax bills paid in 2025 (tax year 2024), the Village received 8.94% of property taxes paid to support fire, police, public works and all other Village services. For more details please see the attached handout of property taxes.
To provide some historical perspective, the EAV in Northbrook for tax years 2021, 2022, 2023, and 2024 was $2.652 Billion, $3.081 Billion, $3.206 Billion, and $3.220 Billion, respectively. The last triennial reassessment by the County was for tax year 2022 and resulted in an approximate 4% increase in EAV, from $2.652 Billion to $3.081 Billion. The Village's growth has been a combination of increasing property market values as well as growth in its tax base attributed to increased cumulative construction value based upon building permits issued which have grown steadily since 2020, noting that increases to EAV based upon property assessed valuation lags behind completion of construction by 18 - 24 months in general.

For the Village, the proposed property tax levy increase will be $2,844,348. The Village Board is also responsible for adopting the property tax levy for the Northbrook Public Library as a component unit of the Village but the Library maintains its own independent elected board of trustees and determines its own levy, which the Village Board of Trustees is procedurally required to adopt on its behalf. For the Library, the proposed property tax levy increase will be $479,650.

The total proposed combined tax year 2025 (fiscal year 2027) levy is $36,731,015 which is $3,323,998, or 9.95%, greater than the tax year 2024 (fiscal year 2026) levy of $33,407,017. This increase is allocated as follows:

	Tax Yr 2025 Proposed	Tax Yr 2024 Adopt	$ Increase	% Increase
Village Corporate Levy (General Fund)	$8,422,363	$6,672,101	$1,750,262	26.23%
Village Debt Service	$5,071,820	$4,418,277	$653,543	14.79%
Village IMRF	$1,290,375	$1,207,950	$82,425	6.82%
Police Pension Contribution	$5,078,907	$5,119,395	$(40,488)	-.79%
Fire Pension Contribution	$6,043,900	$5,645,294	$398,606	7.06%
Library Levy	$10,823,650	$10,344,000	$479,650	4.64%
Total	**$36,731,015**	**$33,407,017**	**$3,323,998**	**9.95%**

In FY2025, property taxes accounted for 28% of the Village's General Fund with the principal

revenue source continuing to be sales taxes which accounted for 29% of General Fund revenues.

Truth in Taxation Published 112725
Exhibit A: Property Tax Year to Year Comparison.pdf
Exhibit B: Property Tax Graphic

NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR THE VILLAGE OF NORTHBROOK, ILLINOIS, INCLUDING THE NORTHBROOK PUBLIC LIBRARY

I. A public hearing to approve a proposed property tax levy increase for the Village of Northbrook for the 2025 tax year will be held on December 9, 2025 at 7:30 p.m. at 1225 Cedar Lane, Northbrook Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. Derek Gau, Village Clerk, 1225 Cedar Lane, Northbrook, Illinois 60062, telephone number 847-664-4023.

II. The corporate and special purpose property taxes extended or abated for 2024 were $28,218,739.

The proposed corporate and special purpose property taxes to be levied for 2025 are $30,888,245. This represents a 9.46% increase from the previous year.

III. The property taxes extended for debt service and public building commission leases for 2024 were $5,188,277.

The estimated property taxes to be levied for debt service and public building commission leases for 2025 are $5,842,770. This represents a 12.61% increase from the previous year.

IV. The total property taxes extended or abated for 2024 were $33,407,016.

The estimated total property taxes to be levied for 2025 are $36,731,015. This represents a 9.95% increase from the previous year.

Village of Northbrook
Proposed Fiscal Year 2027 (Tax Year 2025) Levy

DEBT SERVICE SEPARATED OUT

Net Debt Service Levy (After Abatements)	FY27 (4/30/27) Tax Yr 2025 Recommended	FY26 (4/30/26) Tax Yr 2024 Adopted	Yr to Yr Variance	% Change
Corporate Levy	8,422,363	6,672,101	1,750,262	26.23%
IMRF- Village	1,290,375	1,207,950	82,425	6.82%
Police Pension Levy	5,078,907	5,119,395	(40,488)	-0.79%
Firefighters Pension Levy	6,043,900	5,645,294	398,606	7.06%
Library Property Tax Levy Request	10,052,700	9,574,000	478,700	5.00%
Subtotal	30,888,245	28,218,740	2,669,505	9.46%
Debt Service (Includes Library) Levy after Abatement	5,842,770	5,188,277	654,493	12.61%
GRAND TOTAL	36,731,015	33,407,017	3,323,998	9.95%

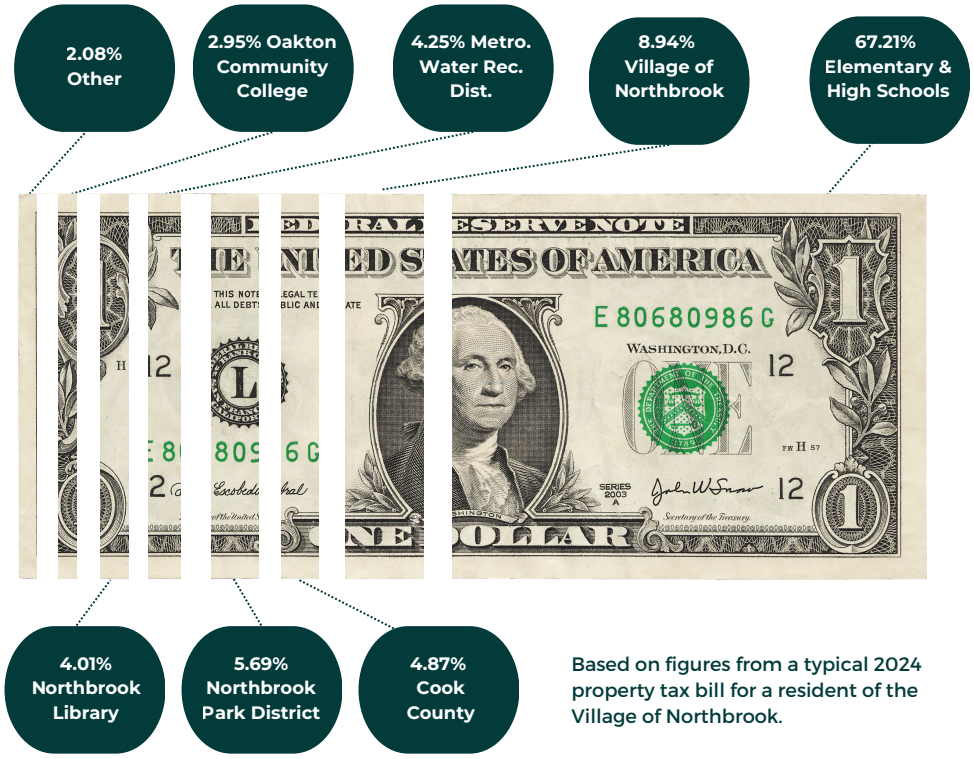
LIBRARY SEPARATED OUT

Net Debt Service Levy (After Abatements)	FY27 (4/30/27) Tax Yr 2025 Recommended	FY26 (4/30/26) Tax Yr 2024 Adopted	Yr to Yr Variance	% Change
Corporate Levy	8,422,363	6,672,101	1,750,262	26.23%
IMRF- Village	1,290,375	1,207,950	82,425	6.82%
Police Pension Levy	5,078,907	5,119,395	(40,488)	-0.79%
Firefighters Pension Levy	6,043,900	5,645,294	398,606	7.06%
Debt Service (Excludes Library) Levy after Abatement	5,071,820	4,418,277	653,543	14.79%
Subtotal	25,907,365	23,063,017	2,844,348	12.33%
Library Property Tax Levy Request	10,823,650	10,344,000	479,650	4.64%
GRAND TOTAL	36,731,015	33,407,017	3,323,998	9.95%

Village Share of Property Tax Bill

As indicated in the graphic to the right, the Village of Northbrook anticipates receiving approximately 9 cents (9%) for every dollar of property tax bills paid for the 2024 tax year.

These taxes are used to support the day-to-day operations of the Village as well as our public safety pension funds and previously committed debt service payments. Village water, sewer, stormwater services, senior housing, and parking facilities are self-supported through their own user fees. The Village's 2024 Tax Levy increased 5% compared to 2023 Tax Levy.



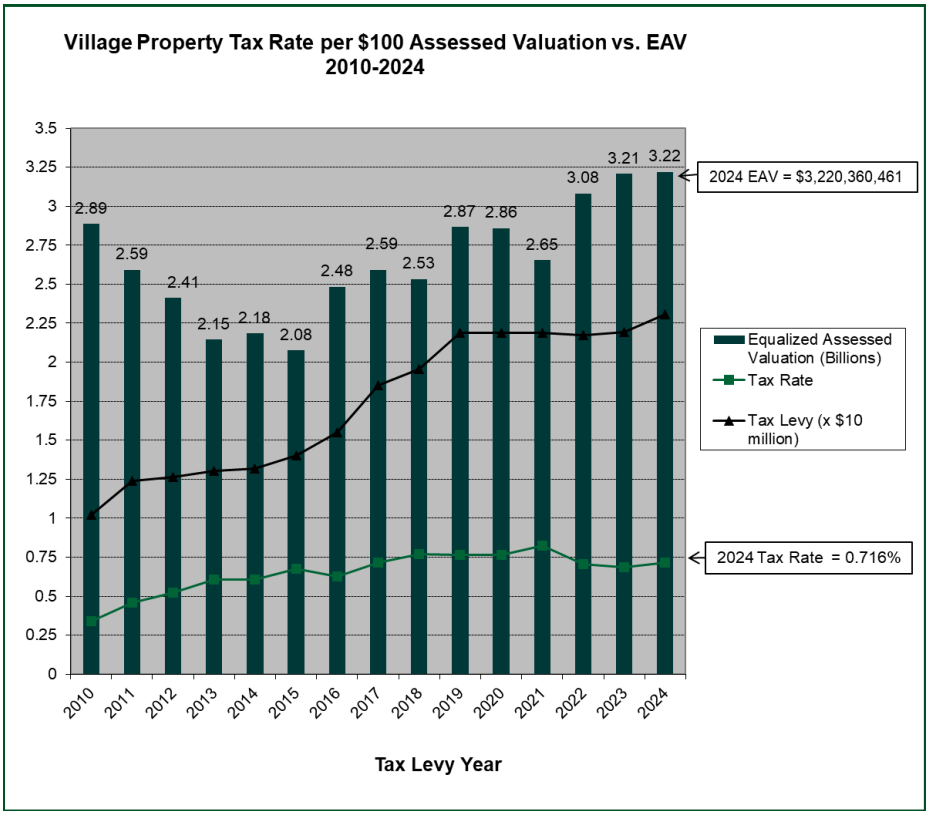
Based on figures from a typical 2024 property tax bill for a resident of the Village of Northbrook.

Village Property Tax Rate Influenced by Assessed Property Values

While the Village's assessed valuation has increased over time, the Village board has been committed to keeping property taxes low while offering a high quality of services to its residents.

In the last ten years, the equalized assessed valuation (EAV) of the property within the Village limits has increased 55%. During the same time period, the Village's property tax rate has increased by only 6%.

When the economy places downward pressure on property values, tax rates rise even if the property levy remains unchanged. The Village endeavors to contain costs and leverage purchasing power, and yet an increase in the property tax rate can occur given the inverse relationship between the property tax rate and EAV of the underlying property. The Village's 2024 EAV was $3.22 Billion compared to the 2015 EAV of $2.08 Billion. The Village's 2024 property tax rate was 0.716% compared to the 2015 property tax rate of 0.676%.



MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-12-09
Subject: An Ordinance Repealing Chapter 15, Article XIX of the Village Code Entitled "Vehicle Licenses" in its Entirety, Effective May 1, 2026

Overview
As discussed at the November 11, 2025, Village Board Committee of the Whole meeting, discontinuation of the annual vehicle license (aka vehicle sticker) is proposed by levying the net revenue which was generated by the vehicle sticker fee as a property tax.

Fiscal Impact
Annually, the net revenue generated by the vehicle sticker is estimated at $450,000 per year. This same amount of net revenue can be collected from property taxes and ensure all residents and businesses with vehicles are funding costs of road maintenance.

Recommendation
Approval.

Background
As discussed at the November 11, 2025 Committee of the Whole, there has been a trend, particularly over the last five or six years, with Illinois municipalities eliminating their local vehicle license (sticker) requirements. Please note that local vehicle license/sticker mandates are uncommon on a national basis, and only local governments within a few States have such a mandate. While the issuance of local vehicle stickers may have historically provided some minor "side" benefits such as assisting law enforcement to identify Northbrook registered vehicles in certain limited parking situations, law enforcement can now access Secretary of State license plate data to obtain this information when legally necessary.

The primary purpose of local vehicle licenses, also known as a vehicle sticker and a wheel tax, has been for revenue generation for use of streets. However, the local vehicle license mandate has always been an inefficient way to collect such revenue, and not convenient for residents/local businesses to pay, as the administrative cost for this program is approximately 10% of the revenue it generates. In addition, compliance under the program has been on a downward trend with stickers only being purchased for about 71% of registered vehicles in Northbrook based on most recent annual data. Enforcement is also challenging since many vehicles are parked in private garages.

Therefore, staff presented a recommendation at the November 11, 2025, Committee of the

Whole meeting to repeal the vehicle license mandate beginning with the 2026/2027 renewal season which would start in June 2026. The relinquished revenue from this program is being rolled into the tax year 2025 property tax levy which has no cost of administration for the Village and will ultimately save taxpayer dollars. By rolling this fee into the property tax levy, this will also allow most taxpayers to take the additional amount paid as an itemized property tax deduction on their Federal tax returns.

In almost all cases, the typical Northbrook household, especially those with multiple vehicles, will actually see a reduction in their taxpayer burden and exchange paying a slightly higher property tax bill in lieu of the cost of purchasing annual vehicle stickers. The typical home in Northbrook valued at $500,000 would see an additional tax of only about $20 from a $450,000 levy. The elimination of vehicle stickers would thus save the vast majority of Northbrook residents money, since the non-discounted cost of a vehicle sticker is $35 and many households have multiple vehicles. However, even for a senior citizen with only one vehicle, the cost of a sticker would be $17.50 in which case is almost the same cost of the additional levy if that resident lives in a $500K home.

Please see the memo previously provided and included with this agenda item for additional information on the staff recommendation herein.

Ordinance to Repeal Vehicle License Mandate
Exhibit B- Memo COW dated 111125
Exhibit A- Memo dated 103125

ORDINANCE NO. 2025-

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 REPEALING CHAPTER 15, ARTICLE XIX OF THE VILLAGE CODE ENTITLED "VEHICLE LICENSES" IN ITS ENTIRETY, EFFECTIVE MAY 1, 2026

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Chapter 15, entitled "Licenses, Permits and Miscellaneous Business Regulations" of the Northbrook Village Code, as amended (***"Village Code"***) contains an Article XIX entitled "Vehicle Licenses".

The Village desires to repeal, in its entirety, Chapter 15, Article XIX entitled "Vehicle Licenses" in order to eliminate the requirement for Northbrook residents to obtain vehicle licenses from the Village.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. REPEALING CHAPTER 15, ARTICLE XIX ENTITLED "VEHICLE LICENSES".

Chapter 15, Artcle XIX entitled "Vehicle Licenses" of the Village Code is hereby repealed in its entirety as of the effective date referenced in this Ordinance.

Section 3. VEHICLE LICENSE PAYMENT AFTER EFFECTIVE DATE.

Any payments or revenue received by the Village pertaining to Vehicle Licenses on or after the effective date of this Ordinance shall be deemed null and void and returned to payor.

Section 4: EFFECTIVE DATE.

This Ordinance shall be in full force and effect after its passage, approval and publication in the manner required by law, but in no event earlier than May 1, 2026.

PASSED: This ____ day of _____, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-11-11
Subject: Discussion on the Staff Recommendation to Repeal Chapter 15, Article XIX (Vehicle Licenses) Effective May 1, 2026

Overview

Pursuant to Village Code Chapter 15, Article 19, with few exceptions, a local vehicle license must be purchased for all vehicles registered within Northbrook's corporate boundaries. This requirement generates net revenue of approximately $450,000 per year. Due to the high administrative burden required to generate a relatively small amount of revenue, customer impact of license purchase and low compliance, staff is recommending repealing this section of the code and eliminating the local vehicle license (sticker) requirement effective with the 2026 annual renewal season.

Fiscal Impact

Repealing the vehicle license requirement will reduce net revenue by an estimated $450,000 per year. However, this amount will be added to the tax year 2025 property tax levy for Board consideration.

Recommendation

Provide direction to staff on whether to proceed with rolling the net annual revenue generated by vehicle stickers into the Tax Year 2025 property tax levy for collection in Fiscal Year 2027, as well as prepare an Ordinance to repeal Chapter 15, Article 19 of the Village Code.

Background

There has been a trend over the last few years of Illinois municipalities eliminating their local vehicle license/sticker requirement. The administrative burden and overhead to oversee the issuance of vehicle stickers is estimated to be approximately 10% of the total revenue generated under the program which is quite inefficient. In addition, it is challenging to enforce compliance with the program and purchasing vehicle stickers is basically on an "honor system".

The revenue generated from vehicle licenses is approximately $495,000 per year, of which, approximately $50,000 of this amount goes towards the cost for administering the program. Such costs include labor (front counter staff), printing, postage, and merchant processing fees.

By eliminating the sticker requirement and rolling the lost revenue from this program into the

property tax levy, the Village will instantly gain back all the administrative costs which can be better used elsewhere. Most residents will actually see a decrease in their taxpayer burden, as a portion of the additional $495,000 added to the levy would be shifted from residential taxpayers to the business community. However, this small shift would be barely noticeable to most businesses due to the relatively insignificant amount of the levy increase.

Please see the attached memo from CFO Drazner included herein for additional information.

Staff Memo re Repealing Vehicle Sticker Requirement
Exhibit A: Illinois Policy Institute Article 2020

MEMORANDUM

To: Cara Pavlicek, Village Manager
Jim Hawkins, Deputy Village Manager
Cc: Anita Bozic, Deputy CFO
From: Steve Drazner, CFO
Date: October 31, 2025
Subject: Recommendation to Eliminate Vehicle Stickers

Illinois is one of only a few states nationwide that have a system or culture in which municipalities may require the purchase of a local vehicle sticker in addition to State registration requirements for annual tag/plate renewals. The last increase by the Illinois Secretary of State for plate renewals occurred in 2019 when it went from $101 to the current $151. Per an article written by the Illinois Policy Institute back in 2020, Illinois drivers pay the highest base fee and fifth highest overall vehicle registration fees in the nation. A local vehicle sticker fee adds to this already high taxpayer burden.

The Village currently budgets $495K in annual vehicle sticker revenue. However, this specific revenue comes with relatively high administrative costs for printing the vehicle applications, postage, labor (including two summer interns), and transactional costs (merchant card fees). These fees combined are estimated to total approximately $50K per season, and therefore, the village only nets about $450K per year from selling vehicles stickers.

There has been a trend over the last five years among Chicago area communities of eliminating vehicle sticker requirements. A small sample of these municipal communities are:

- Addison
- Arlington Heights
- Bensenville
- Elk Grove Village
- Fox River Grove
- Highland Park
- Lockport
- Mount Prospect
- Orland Park
- Palatine
- Palos Park

- Park Ridge
- Rolling Meadows
- Roselle
- Tinley Park
- Westchester
- Zion

Staff recommends eliminating vehicle stickers starting with the next renewal in 2026 and rolling an additional $450K into the property tax levy. Since property taxes are paid by residential, industrial, and commercial properties, a portion of this tax burden would be shifted from Northbrook residents (who own vehicles) to the business community. However, the impact to a typical business would be extremely minimal, and in most cases, commercial/industrial property owners receive a business tax deduction on this type of expense for Federal and State income tax purposes, thus reducing even further the impact of this additional levy.

The typical home in Northbrook valued at $500,000 would see an additional tax of only about $20 from a $450,000 levy. The elimination of vehicle stickers would thus save the vast majority of Northbrook residents money, since the non-discounted cost of a vehicle sticker is $35 and many households have multiple vehicles. However, even for a senior citizen with only one vehicle, the cost of a sticker would be $17.50 in which case is almost the same cost of the additional levy if that resident lives in a $500K home.

Another option that the Board may want to consider is selling only optional vehicle stickers in which 100% of the proceeds are donated to a non-profit organization or charity to be selected by the Board each year. Interested residents may then proudly display this optional vehicle sticker on the windshield to make their vehicle stand out from all the others.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-12-09
Subject: An Ordinance Adopting the Tax Year 2025 Property Tax Levy

Overview
As reviewed by the Village Board at the November 11, 2025 Committee of the Whole, the property tax levy ordinance has been prepared.

Fiscal Impact
Adoption of this ordinance will finalize the property tax levy and associated revenue expected to be collected during Fiscal Year 2027 (Calendar year 2026).

Recommendation
Approval.

Background
The tax levy ordinance was prepared pursuant to Municipal Code Section 2-118(b)(2). The Village must adopt a property tax levy ordinance within the timeline as provided by law. Cook County manages the property tax levy process, distribution of tax bills, and collections, on a calendar year basis and requires that taxing districts submit their levies on or before the last Tuesday of December.

The levy presented for Board consideration relates to tax year 2025 for inclusion on the calendar year 2026 property tax bills. Cook County sends out two tax bills each year. The first installment is an estimate calculated at 55% of the prior year actual amount billed and the second installment will either "true up" or "true down" the amount owed by taxpayers based on the levies submitted by taxing districts in December each year.

This ordinance as presented for recommendation includes the levy for the Northbrook Public Library. The Library, as a component unit of the Village, maintains its own independent board of trustees and determines its own levy which the Village includes in its levy ordinance on behalf of the Library. For tax year 2025, the Library is requesting a levy increase of 4.64% over the prior year.

Cook County requires that taxing districts submit their levies on or before the last Tuesday of December which the County will then use to calculate property tax bills for the following year. Excluding the Northbrook Public Library portion of the levy, this proposed levy has four

components which, when compared to tax year 2024 (calendar year 2025), are:

- The General Fund levy will increase by $1,750,262;
- The IMRF (Village) levy will increase by $82,425;
- The Police Pension Fund levy will decrease by $40,488
- The Firefighters' Pension Fund levy will increase by $398,606

Total Village levy increase excluding Village Debt Service= $2,190,805

In conjunction with adopting the tax year 2025 abatement ordinance, Cook County will levy an additional amount of $653,543 for the Village's annual debt service as the abatement ordinance will reduce the amount of property taxes levied by Cook County on behalf of the Village in the amount of $7,687,583. Therefore, the sum of all the increases for the Village tax year 2025 levy will be $2,844,348.

The above equates to a village percentage increase in the property tax levy equaling 12.33%. However, when the Village and Library levy are combined, the percentage increase will be 9.95% as referenced in the statutorily required truth in taxation public hearing notice.

The Village's tax levy ordinance included in this agenda item does not include the portion required for annual debt service as this procedural aspect of debt service is completed when the Village issues new debt (i.e. GO bonds) and a levy schedule usually prepared by bond counsel in conjunction with a financial advisor for submittal to the Cook County Tax Extension Office. The County Tax Extension office will then automatically levy the required amounts needed by the municipality to pay its annual debt service (principal and interest). However, taxing districts often utilize revenue sources other than property taxes, especially for Enterprise Fund debt supported by user fees, to pay for debt service. In these situations, the taxing district submits an abatement ordinance to the county for the portion of the debt service that will be paid by these other revenue sources, reducing the reliance for levying property taxes needed to pay the annual debt expenditures. By separate action on the agenda, the Village Board will be requested to approve this separate abatement ordinance.

It is important to emphasize that while the recommended levy increase for tax year 2025 is greater than in recent years, this is primarily the result of the issuance of debt in 2025 for capital facility projects (and additional debt will need to be issued over the next two years) as well as repealing the vehicle license fees with that reduction in revenue of approximately $450K being rolled into the property tax levy.

Included in this agenda item is Exhibit A which shows how the incremental increase in the Village's levy compared to last year will impact typical Northbrook homeowners.

Property Tax Levy Ordinance Tax Year 2025
Exhibit A- Property Tax Estimate

Ordinance 2025-

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 Levying Taxes for Corporate Purposes and Special Funds for the Current Fiscal Year commencing on the First Day of May, 2025, and Ending on the Thirtieth Day of April, 2026, for The Village of Northbrook, Illinois

shall be, and is hereby, adopted as follows:

Section 1. LEVYING CLAUSE.

A tax for the sums of money designated in the following sections of this Ordinance or as much thereof as may be authorized by law to defray all expenses and liabilities of the Village for the fiscal year commencing on the 1st day of May, 2025 and ending on the 30th day of April, 2026 for the Village of Northbrook, Illinois be and the same is hereby levied for the purposes specified against all taxable property in the Village.

GENERAL FUND VILLAGE POLICE	Budget	Non-Levy Funding Sources	Tax Levy Funding
Full time salaries	11,713,270	7,502,089	4,211,181
Part time salaies	365,900	365,900	-
Overtime	935,000	935,000	-
Good health benefit	162,910	162,910	-
Other compensation	463,260	463,260	-
Employer FICA	400,030	400,030	-
Employer life insurance	14,000	14,000	-
Employer health insurance	2,091,965	2,091,965	-
Workers compensation	76,193	76,193	-
Maintenance equipment	33,048	33,048	-
Maintenance vehicles	50,000	50,000	-
Postage	1,800	1,800	-
Transfer to self insurance fund	175,354	175,354	-
Electricity	500	500	-
Conferences	16,500	16,500	-
General training	101,000	101,000	-
Memberships	94,155	94,155	-
Subscriptions/Software as a Service	44,555	44,555	-
Mileage Reimbursement	5,000	5,000	-
Printing	7,500	7,500	-
Other professional services	45,000	45,000	-
Custodial Services	51,875	51,875	-
Medical Services	31,675	31,675	-
Candidate Evaluation	22,000	22,000	-
Investigations Unit	13,210	13,210	-
Service Recognition	7,500	7,500	-
Advertising	2,000	2,000	-
Other Contractual Services	36,880	36,880	-
Office supplies	11,670	11,670	-
Auto parts/supplies	103,000	103,000	-
Range supplies	32,000	32,000	-
Field service items	20,475	20,475	-
Petroleum products	121,815	121,815	-
Uniforms	116,490	116,490	-
Other supplies/commodities	120,705	120,705	-
Equipment general	749,500	749,500	-
Vehicles	131,240	131,240	-
TOTAL	18,368,975	14,157,794	4,211,181

GENERAL FUND VILLAGE FIRE	Budget	Non-Levy Funding Sources	Tax Levy Funding
Full time salaries	9,613,685	5,402,504	4,211,181
Part time salaries	58,220	58,220	-
Overtime	695,000	695,000	-
Good health benefit	61,800	61,800	-
Other compensation	384,125	384,125	-
Employer FICA	187,400	187,400	-
Employer life insurance	11,000	11,000	-
Employer health insurance	2,089,255	2,089,255	-
Workers compensation	167,192	167,192	-
Maintenance equipment	9,780	9,780	-
Maintenance vehicles	42,405	42,405	-
Postage	340	340	-
Transfer to self insurance	156,606	156,606	-
Telephone service	12,815	12,815	-
Conferences	13,985	13,985	-
General training	167,565	167,565	-
Memberships	14,705	14,705	-
Subscriptions	825	825	-
Mileage reimbursement	1,235	1,235	-
Printing	2,000	2,000	-
Other professional services	1,057,420	1,057,420	-
Service recognition	2,750	2,750	-
Other/Miscellaneous	24,890	24,890	-
Office supplies	10,300	10,300	-
Maintenance parts & supplies	8,240	8,240	-
Auto parts/supplies	82,400	82,400	-
Petroleum products	64,660	64,660	-
Medical supplies	33,460	33,460	-
Materials and supplies	32,705	32,705	-
Tools	150,230	150,230	-
Publications	10,250	10,250	-
Uniforms	70,340	70,340	-
Fire Gear Replacement	37,585	37,585	-
New Employee Issue	65,855	65,855	-
Department Equipment	-	-	-
Vehicles	1,425,928	1,425,928	-
TOTAL	16,766,951	12,555,770	4,211,181

Section 2. VILLAGE OF NORTHBROOK ILLINOIS MUNICIPAL RETIREMENT FUND

VILLAGE IMRF	Budget	Non-Levy Funding Sources	Tax Levy Funding
Employer IMRF Contributions Village employees	1,290,375	-	1,290,375

Section 3. VILLAGE OF NORTHBROOK POLICE PENSION FUND

VILLAGE POLICE PENSION FUND	Budget	Non-Levy Funding Sources	Tax Levy Funding
Other professional services	70,000	-	70,000
Miscellaneous	10,000	-	10,000
Pension benefits	6,978,000	1,979,093	4,998,907
TOTAL	7,058,000	1,979,093	5,078,907

Section 4. VILLAGE OF NORTHBROOK FIRE PENSION FUND

VILLAGE FIRE PENSION FUND	Budget	Non-Levy Funding Sources	Tax Levy Funding
Other professional services	140,000	-	140,000
Miscellaneous	-	-	-
Pension benefits	6,787,000	883,100	5,903,900
TOTAL	6,927,000	883,100	6,043,900

Section 5. NORTHBROOK PUBLIC LIBRARY ILLINOIS MUNICIPAL RETIRMENT PENSION

LIBRARY IMRF	Budget	Non-Levy Funding Sources	Tax Levy Funding
Employer IMRF Contributions Library employees	380,000	-	380,000

Section 6. NORTHBROOK PUBLIC LIBRARY SOCIAL SECURITY TAX

LIBRARY SOCIAL SECURITY TAX (FICA)	Budget	Non-Levy Funding Sources	Tax Levy Funding
Employer contribution FICA	340,000	-	340,000

Section 7. NORTHBROOK PUBLIC LIBRARY GENERAL OPERATIONS

LIBRARY GENERAL OPERATIONS	Budget	Non-Levy Funding Sources	Tax Levy Funding
Salaries and wages	4,843,000	725,300	4,117,700
Group insurance	880,000	-	880,000
Unemployment/workers compensation	18,000	-	18,000
Staff development	74,000	-	74,000
OCLC	29,000	-	29,000
CCS shared costs	76,000	-	76,000
Photocopy	18,000	-	18,000
General insurance	88,000	-	88,000
Telephone/internet	40,000	-	40,000
Professional services	630,000	-	630,000
Equipment rental/maintenance	53,000	-	53,000
Vehicle maintenance	3,000	-	3,000
Utilities	60,000	-	60,000
Building repairs	35,000	-	35,000
Contracted services	245,000	-	245,000
Recruiting	1,000	-	1,000
Books and materials	1,050,000	-	1,050,000
Programs	124,000	-	124,000
Office supplies	70,000	-	70,000
Software	110,000	-	110,000
Postage	20,000	-	20,000
Community relations	55,000	-	55,000
Janitorial supplies	45,000	-	45,000
Furniture and equipment	75,000	-	75,000
Contingency/misc.	100,000	-	100,000
Board development	1,000	-	1,000
Transfer to capital improvement fund	425,000	-	425,000
Transfer to debt service	25,000	-	25,000
Gifts	100,000	-	100,000
Capital improvements	765,000	-	765,000
TOTAL	10,058,000	725,300	9,332,700

Section 8. SUMMARY

TAX LEVY SUMMARY	Tax Levy Funding
Village of Northbrook General Corporate	8,422,362
Village of Northbrook Police Pension	5,078,907
Village of Northbrook Fire Pension	6,043,900
Village of Northbrook IMRF	1,290,375
Total Village of Northbrook (Excludes Debt Levy)	**20,835,544**
Northbrook Public Library General Operations	9,332,700
Northbrook Public Library IMRF	380,000
Northbrook Public Library Social Security	340,000
Total Northbrook Public Library (Excludes Debt Levy)	**10,052,700**
TOTAL COMBINED VILLAGE & LIBRARY	**30,888,244**

Section 9. COOK COUNTY LOSS COLLECTION FACTOR - OPT OUT.

The President and Board of Trustees ordain and direct the County Clerk's Office to not apply a loss collection factor to the Village's Total Property Tax Levy as set forth in this Ordinance or to any levy for debt service subsequently adopted by the Village until directed otherwise by duly adopted resolution or ordinance of the Village.

Adopted:

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

_____
Village President

ATTEST:

_____
Village Clerk

Village of Northbrook
Property Tax Levy Impact on Typical Residential Properties

Proposed Levy Increase	2,844,348	This equates to a 12.3% VON levy increase
Most Recent Overall EAV	3,220,360,461	
Estimated Additional Property Tax Rate	0.09%	

Home Market Value		400,000
County Assessment Percentage		10%
Assessed Value		40,000
Most Recent Actual Multiplier		3.0355
EAV Base		121,420
Village Levy Percentage (From Above)		0.09%
Estimated Additional Property Tax Bill	$	**107**

Home Market Value		600,000
County Assessment Percentage		10%
Assessed Value		60,000
Most Recent Actual Multiplier		3.0355
EAV Base		182,130
Village Levy Percentage (From Above)		0.09%
Estimated Additional Property Tax Bill	$	**161**

Home Market Value		800,000
County Assessment Percentage		10%
Assessed Value		80,000
Most Recent Actual Multiplier		3.0355
EAV Base		242,840
Village Levy Percentage (From Above)		0.09%
Estimated Additional Property Tax Bill	$	**214**

Home Market Value		1,000,000
County Assessment Percentage		10%
Assessed Value		100,000
Most Recent Actual Multiplier		3.0355
EAV Base		303,550
Village Levy Percentage (From Above)		0.09%
Estimated Additional Property Tax Bill	$	**268**

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2025-12-09
Subject: An Ordinance Abating a Portion of the Tax Year 2025 Property Tax Levy for Debt Service

Overview
This ordinance authorizes the use of other revenue sources, such as user fees, to partially pay for debt service, via an abatement of a portion of the property taxes which Village collects from designated user fees and/or revenue sources other than property taxes. Such annual abatements are typically anticipated and planned for at the time of a bond issuance and appropriated as such for each budgetary fiscal year.

Fiscal Impact
This abatement ordinance will reduce the amount of property taxes levied by Cook County on behalf of the Village in the amount of $7,687,583. Other revenue sources have been identified that will be used in lieu of property taxes for this abated amount.

Recommendation
Approval.

Background
The levy process with Cook County is comprised of two parts. The first part requires that a taxing district adopt a levy ordinance and submit it to the county by the last Tuesday of December each year. However, the levy ordinance does not include the amount needed to pay annual debt service since the county automatically levies the appropriate amount to cover annual debt service expense based on bond ordinances submitted to their office after municipal bonds are issued.

The second part of the levy process pertains to debt service only. Hypothetically, if the Village desired to pay 100% of its annual debt service expenditures by utilizing property taxes, no action from the Village would need to be taken and Cook County would automatically add the appropriate amount to the Village's levy to cover annual interest and principal payments based on the documents filed with their office. However, since the Village desires to utilize other revenue sources to partially pay for a portion of its debt service, it must file an abatement ordinance with Cook County, thereby instructing the county to reduce a portion of the automatic levy needed to pay for debt service.

For tax year 2025, the Village will have debt payments (both principal and interest) totaling

$12,759,403. Of this amount, $7,687,583 has been identified from other sources (primarily user fees from the Enterprise Funds e.g. Water Fund, the Motor Fuel Tax Fund IDOT distributions, and designating a portion of the General Fund home rule sales tax) which is being recommended to use to abate a portion of the debt service property tax levy. This will leave a remaining balance of $5,071,820 that will ultimately be included on the property tax levy for the debt service portion. The to-be-adopted FY27 budget includes the specific details on this abatement.

For the Library's debt, it is the sole decision of their separate, independent board whether to abate any portion of their debt service. The Library has instructed Village staff to levy (and not abate) the full amount needed in FY27 totaling $770,950 in order for them to cover their mandatory annual debt service payments.

Tax Year 2025 Abatement Ordinance
Debt Abatement Detail
Debt Levy Detail

Ordinance 2025-___

An Ordinance Abating a Portion of the Tax Year 2025 Property Tax Levy for Debt Service

Passed by the Board of Trustees,
Printed and Published

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.

Derek Gau
Village Clerk

Ordinance 2025-___

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

An Ordinance Abating a Portion of the Tax Year 2025 Property Tax Levy for Debt Service

shall be, and is hereby, adopted as follows:

SECTION 1. BACKGROUND.

Under the home rule powers of the Village, general obligation indebtedness was previously authorized to finance improvements in the Village's water supply and distribution systems, capital equipment replacements, purchase of new public safety apparatus, roadway and facility improvements, storm water system improvements, senior housing improvements, to advance refund outstanding general obligation debt, and to fund other public improvements (Ordinance Nos. 12-63, 13-24, 13-25, 14-51, 15-76, 16-22, 18-06, 19-69, 20-37, 21-26, and 24-30). Such authorizations contemplated utilizing a portion of the Village's home rule sales taxes, motor fuel taxes, senior housing rental income, and water/sewer/storm water user fees to partially abate the annual property tax levy for such purposes.

The President and the Board of Trustees have determined that it is in the best interest of the Village to partially abate the 2025 Tax Levy for Bond and Interest as stated below.

SECTION 2. ABATEMENT.

Motor Fuel taxes, home rule sales taxes, senior housing rental income, and water, sanitary sewer, and storm water user fees shall, therefore, abate the 2025 Bond Principal and Interest Tax levy requirement as set forth below:

VILLAGE OF NORTHBROOK

Bond Issue	Bond Ordinance No	Automatic Levy by County	Abatement Amount	Amount Levied
Series 2012B	2012-63	135,300	(60,075)	**75,225**
Series 2013A	2013-24	424,350	(369,457)	**54,893**
Series 2014A	2014-51	2,714,450	(2,448,434)	**266,016**
Series 2015A	2015-76	1,512,673	-	**1,512,673**
Series 2015B	2015-76	1,216,025	(925,395)	**290,630**
Series 2016	2016-22	1,198,413	(812,863)	**385,550**
Series 2018A	2018-06	1,253,925	(753,025)	**500,900**
Series 2018B	2018-06	671,423	-	**671,423**
Series 2019	2019-69	806,900	(501,200)	**305,700**
Series 2020	2020-37	182,646	-	**182,646**
Series 2021	2021-26	444,800	(297,250)	**147,550**
Series 2024	2024-30	235,500	(204,885)	**30,615**
Series 2025		1,963,000	(1,315,000)	**648,000**
Total for Village of Northbrook		12,759,403	(7,687,584)	**5,071,819**

NORTHBROOK PUBLIC LIBRARY

	Bond Ordinance No	Automatic Levy by County	Abatement Amount	Amount Levied
Series 2013B	2013-25	343,200	-	**343,200**
Series 2019	2019-69	235,500	-	**235,500**
Series 2024	2024-30	192,250	-	**192,250**
Total for Northbrook Public Library		770,950	-	**770,950**

Total abatements approved by the Village Board for the Village of Northbrook for tax year 2025 (calendar year 2026) hereby total $7,687,584.

Total abatements approved by the Northbrook Public Library total $0.

SECTION 3. FILING WITH COUNTY.

The Village Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk is hereby directed to abate the amount of taxes for the tax year 2025 as set forth in this Ordinance.

Adopted:

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

_____
Village President

ATTEST:

_____
Village Clerk

Village of Northbrook
Debt Service Levy Summary with Abatements
Fiscal Year 2027

Debt Description	Principal Acct#	Interest Acct#	Prior Year (TY24/FY26) Gross Levy Excludes Abatement	TY25/FY27 Automatic County Levy (Revenue)	Less TY25/FY27 Abatements	TY25/FY27 Adjusted County Levy (Revenue)	FY27 Prin Expense	FY27 Int Expense	FY 2027 Total	FY28 Prin Expense	FY28 Int Expense	FY 2028 Total
DEBT SERVICE FUND												
GO 2012B	13-8100-851-32	13-8100-852-32	76,675	75,225	-	75,225	72,280	2,945	75,225	75,060	1,500	76,560
GO 2013A	13-8100-851-33	13-8100-852-33	55,346	54,893	-	54,893	53,037	1,856	54,893	-	-	-
GO 2014A	13-8100-851-35	13-8100-852-35	1,900,535	1,900,115	(1,634,099)	266,016	1,739,500	160,615	1,900,115	1,816,500	91,035	1,907,535
GO 2015A	13-8100-851-36	13-8100-852-36	1,508,168	1,512,673	-	1,512,673	1,105,000	407,673	1,512,673	1,145,000	374,523	1,519,523
GO 2015B	13-8100-851-37	13-8100-852-37	292,829	290,630	-	290,630	210,320	80,310	290,630	217,490	71,897	289,387
GO 2016	13-8100-851-38	13-8100-852-38	383,500	385,550	-	385,550	275,000	110,550	385,550	285,000	102,300	387,300
GO 2018A	13-8100-851-39	13-8100-852-39	504,500	500,900	-	500,900	350,000	150,900	500,900	360,000	140,400	500,400
GO 2018B	13-8100-851-40	13-8100-852-40	669,473	671,423	-	671,423	450,000	221,423	671,423	460,000	207,698	667,698
GO 2019	13-8100-851-41	13-8100-852-41	301,700	305,700	-	305,700	235,000	70,700	305,700	240,000	58,950	298,950
GO 2020	13-8100-851-42	13-8100-852-42	181,846	182,646	-	182,646	166,000	16,646	182,646	173,000	14,405	187,405
GO 2021	13-8100-851-43	13-8100-852-43	147,550	147,550	-	147,550	-	147,550	147,550	-	147,550	147,550
GO 2024	13-8100-851-44	13-8100-852-44	30,615	30,615	-	30,615	-	30,615	30,615	48,750	30,615	79,365
GO 2025	13-8100-851-46	13-8100-852-46	-	648,000	-	648,000	255,000	393,000	648,000	270,000	380,250	650,250
SUBTOTAL			6,052,737	6,705,919	(1,634,099)	5,071,820	4,911,137	1,794,782	6,705,919	5,090,800	1,621,122	6,711,922
WATER												
GO 2012B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2013A	21-8100-851-32	21-8100-852-32	57,767	57,295	(57,295)	-	55,357	1,938	57,295	-	-	-
GO 2014A	21-8100-851-34	21-8100-852-34	488,709	488,601	(488,601)	-	447,300	41,301	488,601	467,100	23,409	490,509
GO 2015A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015B	21-8100-851-37	21-8100-852-37	574,631	570,316	(570,316)	-	412,720	157,596	570,316	426,790	141,087	567,877
GO 2016	21-8100-851-38	21-8100-852-38	36,925	41,175	(41,175)	-	30,000	11,175	41,175	30,000	10,275	40,275
GO 2018A	21-8100-851-39	21-8100-852-39	542,444	542,844	(542,844)	-	380,000	162,844	542,844	390,000	151,444	541,444
GO 2018B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2019	21-8100-851-41	21-8100-852-41	337,400	340,150	(340,150)	-	260,000	80,150	340,150	275,000	67,150	342,150
GO 2020	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2021	21-8100-851-43	21-8100-852-43	181,900	181,400	(181,400)	-	115,000	66,400	181,400	120,000	60,650	180,650
GO 2024	21-8100-851-44	21-8100-852-44	31,793	31,793	(31,793)	-	-	31,793	31,793	50,625	31,793	82,418
GO 2025	21-8100-851-46	21-8100-852-46	-	1,315,000	(1,315,000)	-	520,000	795,000	1,315,000	545,000	769,000	1,314,000
SUBTOTAL			2,251,569	3,568,572	(3,568,572)	-	2,220,377	1,348,196	3,568,573	2,304,515	1,254,807	3,559,322
SANITARY SEWER												
GO 2012B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2013A	14-8100-851-12	14-8100-852-12	27,508	27,283	(27,283)	-	26,360	923	27,283	-	-	-
GO 2014A	14-8100-851-13	14-8100-852-13	217,204	217,156	(217,156)	-	198,800	18,356	217,156	207,600	10,404	218,004
GO 2015A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015B	14-8100-851-37	14-8100-852-37	82,090	81,474	(81,474)	-	58,960	22,514	81,474	60,970	20,155	81,125
GO 2016	14-8100-851-38	14-8100-852-38	6,225	6,225	(6,225)	-	-	6,225	6,225	-	6,225	6,225
GO 2018A	14-8100-851-39	14-8100-852-39	22,406	22,406	(22,406)	-	-	22,406	22,406	-	22,406	22,406
GO 2018B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2019	14-8100-851-41	14-8100-852-41	8,750	8,500	(8,500)	-	5,000	3,500	8,500	5,000	3,250	8,250
GO 2020	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2021	14-8100-851-43	14-8100-852-43	23,500	22,750	(22,750)	-	15,000	7,750	22,750	15,000	7,000	22,000
GO 2024	14-8100-851-44	14-8100-852-44	15,072	15,072	(15,072)	-	-	15,072	15,072	24,000	15,072	39,072
GO 2025	NONE	NONE	-	-	-	-	-	-	-	-	-	-
SUBTOTAL			402,755	400,866	(400,866)	-	304,120	96,745	400,865	312,570	84,513	397,083
STORMWATER												
GO 2012B	16-8100-851-01	16-8100-852-01	61,225	60,075	(60,075)	-	57,720	2,355	60,075	59,940	1,200	61,140
GO 2013A	16-8100-851-02	16-8100-852-02	44,242	43,880	(43,880)	-	42,396	1,484	43,880	-	-	-
GO 2014A	16-8100-851-03	16-8100-852-03	108,602	108,578	(108,578)	-	99,400	9,178	108,578	103,800	5,202	109,002
GO 2015A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015B	16-8100-851-37	16-8100-852-37	275,676	273,606	(273,606)	-	198,000	75,606	273,606	204,750	67,686	272,436
GO 2016	16-8100-851-38	16-8100-852-38	755,313	765,463	(765,463)	-	520,000	245,463	765,463	535,000	229,863	764,863
GO 2018A	16-8100-851-39	16-8100-852-39	187,375	187,775	(187,775)	-	120,000	67,775	187,775	125,000	64,175	189,175
GO 2018B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2019	16-8100-851-41	16-8100-852-41	152,300	152,550	(152,550)	-	100,000	52,550	152,550	105,000	47,550	152,550
GO 2020	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2021	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2024	16-8100-851-44	16-8100-852-44	24,257	24,257	(24,257)	-	-	24,256	24,256	38,625	24,257	62,882
GO 2025	NONE	NONE	-	-	-	-	-	-	-	-	-	-

Village of Northbrook
Debt Service Levy Summary with Abatements
Fiscal Year 2027

Debt Description	Principal Acct#	Interest Acct#	Prior Year (TY24/FY26) Gross Levy Excludes Abatement	TY25/FY27 Automatic County Levy (Revenue)	Less TY25/FY27 Abatements	TY25/FY27 Adjusted County Levy (Revenue)	FY27 Prin Expense	FY27 Int Expense	FY 2027 Total	FY28 Prin Expense	FY28 Int Expense	FY 2028 Total
SUBTOTAL			1,608,990	1,616,182	(1,616,182)	-	1,137,516	478,666	1,616,182	1,172,115	439,932	1,612,047
SENIOR HOUSING												
GO 2012B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2013A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2014A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2016	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2018A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2018B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2019	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2020	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2021	15-8100-851-43	15-8100-852-43	90,850	93,100	(93,100)	-	60,000	33,100	93,100	60,000	30,100	90,100
GO 2024	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2025	NONE	NONE	-	-	-	-	-	-	-	-	-	-
SUBTOTAL			90,850	93,100	(93,100)	-	60,000	33,100	93,100	60,000	30,100	90,100
MFT (Included in Debt Service Fund Budget)												
GO 2012B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2013A	13-8100-851-34	13-8100-852-34	242,987	241,000	(241,000)	-	232,850	8,150	241,000	-	-	-
GO 2014A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2015B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2016	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2018A	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2018B	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2019	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2020	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2021	NONE	NONE	-	-	-	-	-	-	-	-	-	-
GO 2024	13-8100-851-45	13-8100-852-45	133,764	133,764	(133,764)	-	-	133,764	133,764	213,000	133,764	346,764
GO 2025	NONE	NONE	-	-	-	-	-	-	-	-	-	-
SUBTOTAL			376,751	374,764	(374,764)	-	232,850	141,914	374,764	213,000	133,764	346,764
TOTAL												
GO 2012B	N/A	N/A	137,900	135,300	(60,075)	75,225	130,000	5,300	135,300	135,000	2,700	137,700
GO 2013A	N/A	N/A	427,850	424,350	(369,457)	54,893	410,000	14,350	424,350	-	-	-
GO 2014A	N/A	N/A	2,715,050	2,714,450	(2,448,434)	266,016	2,485,000	229,450	2,714,450	2,595,000	130,050	2,725,050
GO 2015A	N/A	N/A	1,508,168	1,512,673	-	1,512,673	1,105,000	407,673	1,512,673	1,145,000	374,523	1,519,523
GO 2015B	N/A	N/A	1,225,226	1,216,025	(925,395)	290,630	880,000	336,025	1,216,025	910,000	300,825	1,210,825
GO 2016	N/A	N/A	1,181,963	1,198,413	(812,863)	385,550	825,000	373,413	1,198,413	850,000	348,663	1,198,663
GO 2018A	N/A	N/A	1,256,725	1,253,925	(753,025)	500,900	850,000	403,925	1,253,925	875,000	378,425	1,253,425
GO 2018B	N/A	N/A	669,473	671,423	-	671,423	450,000	221,423	671,423	460,000	207,698	667,698
GO 2019	N/A	N/A	800,150	806,900	(501,200)	305,700	600,000	206,900	806,900	625,000	176,900	801,900
GO 2020	N/A	N/A	181,846	182,646	-	182,646	166,000	16,646	182,646	173,000	14,405	187,405
GO 2021	N/A	N/A	443,800	444,800	(297,250)	147,550	190,000	254,800	444,800	195,000	245,300	440,300
GO 2024	N/A	N/A	235,501	235,500	(204,885)	30,615	-	235,500	235,500	375,000	235,500	610,500
GO 2025	N/A	N/A	-	1,963,000	(1,315,000)	648,000	775,000	1,188,000	1,963,000	815,000	1,149,250	1,964,250
TOTAL			10,783,652	12,759,403	(7,687,583)	5,071,820	8,866,000	3,893,403	12,759,403	9,153,000	3,564,237	12,717,237

Note: Library debt from Series 2013B, 2019, and 2024 excluded from above schedule

Village of Northbrook													
Property Tax Levy Recap													
All Outstanding Issues													
		FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
		TY2022	TY2023	TY2024	TY2025	TY2026	TY2027	TY2028	TY2029	TY2030	TY2031	TY2032	TY2033
		Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross
Tax Year	Notes	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy
2012B		137,900.00	135,400.00	137,900.00	135,300.00	137,700.00	-	-	-	-	-	-	-
2013A		646,656.26	645,406.26	427,850.00	424,350.00	-	-	-	-	-	-	-	-
2014A		2,701,050.00	2,703,300.00	2,715,050.00	2,714,450.00	2,725,050.00	1,792,200.00	-	-	-	-	-	-
2015A		840,420.00	1,501,112.50	1,508,167.50	1,512,672.50	1,519,522.50	1,523,455.00	1,529,350.00	1,536,915.00	1,540,835.00	1,550,960.00	1,457,445.00	1,459,795.00
2015B		1,235,225.00	1,228,225.00	1,225,225.00	1,216,025.00	1,210,825.00	1,213,525.00	1,215,325.00	1,216,225.00	1,219,975.00	1,216,337.50	1,216,725.00	1,219,600.00
2016		1,923,862.50	1,190,062.50	1,181,962.50	1,198,412.50	1,198,662.50	1,293,162.50	1,294,062.50	1,329,062.50	1,332,112.50	1,334,112.50	1,330,062.50	1,327,200.00
2018A		1,253,325.02	1,253,125.02	1,256,725.02	1,253,925.02	1,253,425.02	1,322,175.02	1,373,075.02	1,371,575.02	1,374,175.02	1,375,725.02	1,366,225.02	1,370,975.02
2018B		668,277.50	671,797.50	669,472.50	671,422.50	667,697.50	668,437.50	668,475.00	672,795.00	671,220.00	668,895.00	670,805.00	671,205.00
2019		876,400.00	802,150.00	800,150.00	806,900.00	801,900.00	805,650.00	805,850.00	545,450.00	542,250.00	548,750.00	544,650.00	545,250.00
2020		181,152.50	182,019.50	181,846.00	182,645.50	187,404.50	186,069.00	184,720.00	183,357.50	186,981.50	189,524.50	-	-
2021		723,800.00	442,300.00	443,800.00	444,800.00	440,300.00	790,550.00	787,800.00	788,800.00	788,300.00	785,500.00	792,500.00	794,100.00
2024				235,500.00	235,500.00	610,500.00	611,750.00	612,000.00	611,250.00	609,500.00	611,750.00	607,750.00	607,750.00
2025					1,963,000.00	1,964,250.00	1,968,500.00	1,970,500.00	1,970,250.00	1,967,750.00	1,968,000.00	1,960,750.00	1,966,250.00
TOTAL		11,188,068.78	10,754,898.28	10,783,648.52	12,759,403.02	12,717,237.02	12,175,474.02	10,441,157.52	10,225,680.02	10,233,099.02	10,249,554.52	9,946,912.52	9,962,125.02
Notes:													

Village of Northbrook												
Property Tax Levy Recap												
All Outstanding Issues												
		FY36	FY37	FY38	FY39	FY40	FY41	FY42	FY43	FY44	FY45	
		TY2034	TY2035	TY2036	TY2037	TY2038	TY2039	TY2040	TY2041	TY2043	TY2044	
		Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	Gross	
Tax Year	Notes	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Levy	Total
2012B		-	-	-	-	-	-					684,200.00
2013A		-	-	-	-	-	-					2,144,262.52
2014A		-	-	-	-	-	-					15,351,100.00
2015A		-	-	-	-	-	-					17,480,650.00
2015B		1,216,125.00	-	-	-	-	-					15,849,362.50
2016		1,323,200.00	1,329,975.00	-	-	-	-					18,585,912.50
2018A		1,374,525.02	1,371,875.02	1,371,562.54	-	-	-					19,942,412.82
2018B		670,905.00	668,405.00	670,155.00	-	-	-					10,049,965.00
2019		315,400.00	317,000.00	318,300.00	319,300.00	-	-					9,695,350.00
2020		-	-	-	-	-	-					1,845,720.50
2021		790,400.00	791,500.00	792,300.00	787,800.00	788,100.00	793,100.00					12,765,750.00
2024		606,500.00	609,000.00									6,568,750.00
2025		1,963,750.00	1,968,500.00	1,965,000.00	1,963,500.00	1,963,750.00	1,965,500.00	1,963,500.00	1,962,750.00	1,968,000.00	1,968,750.00	37,352,250.00
TOTAL		8,260,805.02	7,056,255.02	5,117,317.54	3,070,600.00	2,751,850.00	2,758,600.00	1,963,500.00	1,962,750.00	1,968,000.00	1,968,750.00	168,315,685.84
Notes:												

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: A Public Hearing for a Special Permit Renewal at 2705 Techny Road for an Existing Cell Tower

Overview
The Applicant requests a renewal of an existing special permit to allow continued operation for a personal wireless service antennas.

Fiscal Impact
N/A.

Recommendation
Conduct a Public Hearing.

Background

The Village Board will hold a public hearing on December 9, 2025, to consider an application submitted by TowerCo IV, LLC, the applicant, requesting a special permit renewal of Ordinance No. 2014-59 Granting Approval of a Special Permit for Personal Wireless Service Antennas on a Tower at 2705 Techny Road.

This application must be considered under the 1988 Zoning Code, as amended, due to the timing of the filing of the application. The 1988 Zoning Code established that the Village Board of Trustees shall hold a public hearing on this matter and is the sole reviewer. In addition, Ordinance No. 2014-59 states that the Corporate Authorities must grant the renewal of the special permit.

The Applicant is requesting to renew an existing special permit (Ordinance No. 2014-59) to allow the continued operation of personal wireless service antennas (SIC No. 4810.02) in the IB Institutional Building District. The Applicant has remained in compliance with the terms of the special permit, and since approving this special permit, the Village has received no complaints regarding the operation of the facility. Staff has proposed that the term of the special permit be removed as the facility has always operated within compliance.

Should the Board wish to act on this matter following the public hearing, a draft ordinance has been prepared containing new language for the elimination of the term of the ordinance.

The primary issues for the Board of Trustees to consider when reviewing this application are:

- Is it appropriate to renew the special permit for a personal wireless service antennas on the Subject Property?
- If so, should there be any operational limitations placed on the use?

A sign has been posted on the Subject Property indicating the time and date of the Board of Trustees public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. As of the date of this memo, staff has not received any comments regarding the application.

The Subject Property is noted as being:

- zoned IB Institutional Building District;
- located south of Techny Rd and west of Foxglove Dr;
- surrounded by R-4 to the north, IB to the west, and R-8 to the south and east
- designated as appropriate for Institutional Facility in the Comprehensive Plan;
- not located within the 100-year flood plain;
- not located within a stormwater project area as identified in the Master Stormwater Management Plan.

On November 11, 2014, the Village Board approved Ordinance No. 14-59 granting special permit approval for the cell tower facility on the property. This approval was granted with a ten-year term, expiring on September 30, 2025. A copy of the previously approved ordinance is included with this report. Also included is Ordinance No. 2015-14 which amended the special permit being renewed.

Special Permit Renewal Process & Standards

During administrative review, staff determined that the application was in compliance with the requirements of the previous approval and was appropriate for administrative renewal, with the exception of Section 8 of Ordinance 2014-59 which specifically requires renewal by the Board of Trustees.

The Zoning Code states that if the Applicant demonstrates, to the Board's satisfaction, " *that the standards and circumstances under which the special permit was originally approved have not materially changed, and the party has demonstrated that is currently operating in full compliance with its original approval as well as all Village codes, ordinances, and regulations, the Board of Trustees may, by ordinance duly adopted, renew the special permit for the same period of time for which the special permit was first valid, or such other term as deemed appropriate by the Board of Trustees*." In this specific instance, staff is recommending the removal of a term for this use as the ordinance and Village codes will allow for enforcement

measures if necessary.

To renew the special permit, the Applicant must demonstrate to the Board of Trustees satisfaction that the standards and circumstances under which the special permit was originally approved have not materially changed. These standards generally include the following:

1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?

2) Will there be any adverse impact upon adjacent properties?

3) Will the proposed use interfere with the orderly development of adjacent properties?

4) Are there adequate public facilities to serve the development?

5) Will the use cause undue traffic congestion?

6) Will the development cause loss of significant environmental or historical features?

7) Will the use comply with other applicable Village standards?

The Applicant has provided a written statement indicating that they have been operating in compliance with the previously approved ordinance and will continue to do so.

The Applicant and staff will be present at the December 9, 2025 regular meeting to answer any questions.

Supplemental - Formal Application
Supplemental - 2705 Techny - Application Summary, Aerials, Site Photos
Supplemental - Previously Approved Ordinances
Supplemental - PPT - BOT 12-9-25

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

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 TowerCo IV Finance LLC
(Owner of Tower / Lessor)
Company TowerCo / Carrie Fazzolari
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Primary Contact Person

Name Carrie Fazzolari
Company TowerCo
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Consultants *(as applicable)*

Attorney

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

Architect/Planner

Name Bruce Klesling
Company Edge Consulting Engineers Inc.
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email [redacted]

Civil Engineer

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

Other

Name Craig A. Keach
Company Meridian Surveying, LLC
Address [redacted]
City, State, Zip [redacted]
Phone No. [redacted]
Email

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

Site Location/Address: 2705 Techny Road, Northbrook IL 60062

Property Index Numbers: 04-16-300-008-0000 (lease & easement / 04-16-300-006-0000 (easement)

Size of Property: 4.17 acres (square feet/acres)

Size of Building Space, if applicable: 1168 square feet (square feet)

Comprehensive Plan Land Use Designation[1]:

Current Zoning: IB Institutional Building

Current Use of the Property: North Suburban YMCA / Wireless Telecommunications Facility

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

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

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☑ Special Permit for 107' monopole & supporting ground equipment
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit Ord. No. _____
- ☐ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☐ Zoning Variation (in conjunction with other relief) for _____
- ☐ Planned Development - Concept Plan
- ☐ Planned Development - Final Plan
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☑ Other Special Use Renewal

☑ **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: North Suburban Young Men's Christian Association

Primary Contact: Kathy Fielding

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Proposed Property Owner Information

Legal Name: 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 and updated title showing assignments and transfers
- ☐ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☐ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☐ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☐ Owner (see the previous box)
- ☐ Real Estate Contract
- ☐ Lease
- ☐ Other _____

☐ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☐ Special Permit Worksheet
- ☐ Site Plan Approval Worksheet
- ☐ Zoning Code Text Amendment Worksheet
- ☐ Zoning Variation Worksheet
- ☐ Planned Development Worksheet- Concept Plan
- ☐ Planned Development Worksheet- Final Plan
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☐ Zoning Exception Worksheet
- ☐ Condominium Conversion Worksheet
- ☐ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$ $900 Amount of Non-Refundable Fee

$ _____ Amount of Escrow

$ _____ Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. $400.00 per hour), public notice expenses, public meetings ($50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code *(potential conflicts of interest)*
On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** ____
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
____ yes X no (check one)
If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

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

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.

2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.

3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

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

Signature of Applicant: _____ **Date** 09-05-2025
Print Name & Title: Carrie Fazzolari / National Director of Zoning
Signatures of Property Owner(s): _____ **Date** 9/5/25
Print Name & Title: Kathy Fielding CEO **Property Address:** 2705 Techny, Northbrook
****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 Non-Profit	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: Kathy Fielding, CEO

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

☐ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☒ Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
☐ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: TowerCo IV Finance LLC

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

TowerCo

[redacted]

www.towerco.com

PROJECT NARRATIVE

TOWERCO
REQUEST FOR SPECIAL USE PERMIT RENEWAL
2705 Techny Road, Northbrook, IL 60062
PIN#04-16-300-008-0000
IB ZONING DISTRICT

On September 30, 2015, the President and Board of Trustees of the Village of Northbrook granted approval of a Special Permit for Personal Wireless Services Antennas on a Tower Style Antenna Support Structure (Ordinance 2014-59) to New Cingular Wireless PCS, LLC. New Cingular had entered into a lease agreement with the North Suburban Young Men's Christian Association ("Property Owner"). On January 29, 2015, New Cingular and TowerCo 2013 LLC entered into an Assignment of Lease Agreement whereby the Option and Lease Agreement dated December 18, 2013, between New Cingular and the Property Owner was assigned to TowerCo. Subsequently, TowerCo 2013 assigned the agreement to another entity within TowerCo, and it is now owned by TowerCo IV Finance, LLC ("TowerCo").

In Ordinance 2015-14, the President and Village Board acknowledged the assignment to TowerCo and modified the special permit accordingly.

Since construction of the tower, AT&T, T-Mobile and Verizon Wireless have co-located on the tower by entering into a commercially reasonable sublease with TowerCo. All installations and modifications are compliant with the original zoning approval criteria set forth in Ordinance 2014-59. The carriers have complied with all zoning and permitting requirements of the Village of Northbrook.

As noted in the original application for a Special Use Permit, the Special Use conforms to the Village Official Comprehensive Plan and the Standards for Special Permits outlined in §11-602 E and specifically addressed below.

§11-602 E. Standards for Special Permits.

1. General Standards. No special permit shall be recommended or granted pursuant to this Section unless the applicant shall establish that:

a) Code and Plan Purposes.

Response: The use of this property for a wireless telecommunications facility is in harmony with the general and specific purposes of the Northbrook Zoning Code and Comprehensive Plan. The code and comprehensive plan were established to promote public health, safety, morals and general welfare. The Facility provides critical telecommunications infrastructure and improves public safety and general welfare. The Facility provides coverage and capacity for the Village of Northbrook and provides essential 911 coverage for the business and citizens in the city, especially for those citizens who rely solely on their cellular devices.

b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

Response: The Facility is an unmanned communications facility in a fenced area, removed from residential uses and other aesthetically sensitive areas. The facility is in an IB zoning district and consists of a communications

tower and an associated equipment building. This Facility is necessary to serve the citizens of Northbrook. The Facility does not have an adverse impact to the use and enjoyment of properties in the area. The Facility has positively impacted the residents and businesses of Northbrook for ten years.

c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Response: The properties around the Facility are fully developed. The Facility encompasses a small portion of the parent parcel and does not restrict further development of the parent parcel or any adjacent parcels. Surrounding properties include a church, a care facility and the YMCA facility. The location of the Facility does not impede development of these properties.

d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Response: The Facility has little to no impact on public facilities, utilities, or services. The Facility is unstaffed and does not require water and sewer. The Facility necessitates electricity and telephonic services, both of which are available on site. The Facility takes up a small footprint on a much larger parcel and there are no concerns about adequate drainage or access to the site. The Facility does not impact parks, libraries or schools; and offers reliable network services for police and fire protection.

e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Response: The site is accessed by the parent parcel and has not increased traffic to the area. The Facility is unstaffed and is only visited a couple of times a month for service technicians who are in a small van or utility vehicle.

f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.

Response: The Facility has had No impact on any scenic or historic features.

g) Compliance With Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Response: The Facility is compliant with all additional standards imposed by the Northbrook Zoning Code, §9-201 Personal Wireless Services. The Facility was constructed to meet the tower design, color, safety, aesthetic and licensing requirements of this section of the code and has been compliant with these provisions since the Facility was constructed, and in accordance with the additional requirements set forth in Ordinance 2014-59.

TowerCo

[redacted]

www.towerco.com

Included with this narrative are the following documents, as outlined above and as required for the Special Use Permit Renewal:

1) Formal Application

2) Proof of Ownership – Deed

3) Lease Agreement

4) Assignment Documents

5) Response to Special Permit Conditions

6) Surrounding Property Owner's List

7) Land Survey

The $900 fee shall be paid upon submittal of all the documents.

Should you need additional information, please contact me. Thank you for your consideration.

Sincerely,

Carrie Lynn Fazzolari
National Director of Zoning

Geo E Cole® Co Chicago
LEGAL BLANKS No. 821
(NEW MARCH 1957)

QUIT CLAIM DEED—Statutory
(ILLINOIS)
(CORPORATION TO CORPORATION)

Approved By {Chicago Title and Trust Co. / Chicago Real Estate Board}

19 555 806

(The Above Space For Recorder's Use Only)

THE GRANTOR Swedish Covenant Hospital and Covenant Home, an Illinois corporation, now knownas Swedish Covenant Hospital a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for the consideration of Ten ($10.00) ---------- DOLLARS, in hand paid. and pursuant to authority given by the Board of Directors of said corporation CONVEYS and QUIT CLAIMS unto North Suburban Young Men's Christian Association, a not for profit corporation ~~a corporation~~ organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the City of Northbrook County of Cook and State of Illinois all interest in the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

The East 289.0 feet of the West 816.0 feet of the South 452.55 feet of the North 485.55 feet of Lot 12 in School Trustees Subdivision of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

This conveyance is made on the following condition, that Grantee will use said property for purposes provided in its Charter and event Grantee cannot use property for corporate purpose, said property will revert to Grantor.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 30th day of December, 1964.

SWEDISH COVENANT HOSPITAL, an Illinois corporation
(NAME OF CORPORATION)

BY John C. Berghoff PRESIDENT

ATTEST: Assistant SECRETARY

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John C. Berghoff personally known to me to be the President of the Swedish Covenant Hospital an Illinois corporation corporation, and Nils G. Axelson personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of December

Commission expires June 1 1968

Dorothea Kuhn
NOTARY PUBLIC

19 555 806
DOCUMENT NUMBER

ADDRESS OF PROPERTY:

MAIL TO: NAME
ADDRESS
CITY AND STATE

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

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GEORGE E. COLE® COMPANY

Quit Claim Deed

CORPORATION TO CORPORATION

MAIL TO

TO

NORTH SUBURBAN YMCA

[redacted]

Market: IL/WI
Cell Site Number: IL0546
Cell Site Name: Northbrook
Fixed Asset Number: 12564902

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by **North Suburban Young Men's Christian Association**, a Not For Profit Corporation created and existing under and by virtue of the laws of the State of Illinois, having a mailing address of [redacted] ("**Landlord**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of [redacted] ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A**, together with all rights and privileges arising in connection therewith, located at 2705 Techny Road, Northbrook, in the County of Cook, State of Illinois (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) **Grant of Option**. Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property consisting approximately 1,330 square feet of land as shown on the Site Plan attached hereto as **Exhibit A** including 80 square foot parcel (8' x 10') just to the south of the concrete pad (the "**Premises**"), for the placement thereon of Tenant's Communication Facility (as hereinafter defined) on the terms provided herein.

(b) **Option Term/Payment**. In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Dollars ($) ("**Initial Option Payment**") no later than fifteen (15) days after the Effective Date. The Initial Option Payment is non-refundable and is earned by Landlord upon full execution of this Agreement. The Option will be for an initial term of six (6) months after the Effective Date (the "**Initial Option Term**").

(c) **Renewal Option Term**. Tenant shall have the right to extend the Initial Option Term for a period of six (6) months (the "**Renewal Option Term**") by sending written notice to Landlord and the payment of an additional Dollars ($_,_____) ("**Renewal Option Payment**") no later than five (5) days prior to the expiration date of the Initial Option Term. The Renewal Option Payment is non-refundable and is earned by Landlord upon exercise of the Renewal Option Term. If Tenant fails to send the notice exercising the Renewal Option or make the Renewal Option Payment in a timely manner, then Tenant will be deemed to have waived the right to the Renewal Option Term and this Agreement shall terminate. The Initial Option Term and a validly exercised Renewal Option Term are collectively referred to as the "**Option Term**".

(d) **Inspections; Tests.** Subject to the terms of this **Section 1(d)**, during the Option Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Premises, upon at least seven (7) days prior written notice to Landlord, to inspect, examine, conduct soil borings (with Landlord's prior consent), drainage testing, material sampling, radio frequency testing and other

geological or engineering tests or studies of the Premises (collectively, the "**Tests**") initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on the Premises that, in the opinion of Tenant, are necessary in Tenant's judgment to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Premises and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's sole cost and expense. Tenant may not perform any tests in or on any improvements located on the Property or on portions of the Property outside of the Premises.

Prior to entering onto the Property, Tenant shall maintain insurance in accordance with the requirements of **Section 8** and shall provide Landlord with an insurance certificate evidencing that it has the required insurance.

Tenant's entry onto the Property pursuant to this **Section 1(d)** is subject to all encumbrances affecting the Property and all rights and privileges of third parties existing prior to the execution of this Agreement.

All activities specified in this **Section 1(d)** shall be at no cost to Landlord and performed by Tenant in a manner that will interfere as little as possible with the use and enjoyment of the Property by Landlord and its invitees and other occupants or persons thereon. To effectuate this intent, Tenant shall conduct all activities as expeditiously as possible, and, among other things that may be necessary, shall keep the Property free of equipment and materials at all times, except when necessary because workers are actively working.

Tenant shall indemnify, defend and hold harmless Landlord, its employees, agents, contractors, tenants, successors and assigns, from and against any and all damages, claims, actions, penalties, liabilities, losses or expenditures, including reasonable attorneys' or other fees, arising out of or in any way connected with the actions or omissions of Tenant or its representatives, agents, employees or contractors while on or about the Property during the Option Period. This indemnity shall survive the cancellation, termination or expiration of this Agreement.

Tenant shall deliver true and complete copies of all documentation regarding activities undertaken on the Property in connection with this **Section 1(d)** including reports, findings, test results, in both draft and final form, when the same are completed, without any prior modification by Tenant. In the event that Tenant does not exercise the Option to lease the Premises, Tenant shall deliver all documentation in its possession regarding the environmental condition of the Property to Landlord.

Notwithstanding anything to the contrary contained herein, Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, prior to performing any invasive or destructive sampling or testing or any other procedures which are likely to disturb or damage the underlying realty or the improvements at the Property, including without limitation the installation of soil borings or monitoring wells and/or the collection of soil, groundwater or building material samples. In the event that Landlord does authorize such procedures, Tenant shall, at Tenant's sole cost and expense, containerize and dispose of all derivative wastes off site, in accordance with law, close all borings and wells in accordance with law (unless Landlord requests in writing that monitoring wells be left intact) and repair all damage and restore all areas disturbed or impacted by the activities of Tenant, its employees, agents and contractors.

Unless Tenant exercises the Option and promptly commences construction of the Communication Facility, Tenant shall, at its own cost and expense, promptly restore the Property to the condition in which it was found prior to the Effective Date. If Tenant does not timely restore the Property, Landlord may restore such areas and Tenant shall pay to Landlord, on demand, the cost thereof. This obligation shall survive the cancellation, termination or expiration of this Agreement.

Tenant shall keep and hold confidential all information, including, without limitation, all documentation, reports, summaries and results that are the product of its investigations of the Property

hereunder, and shall not disclose any such information without Landlord's prior written consent, unless required to do so by applicable law.

(e) **Government Approvals.** During the Option Term, and during the Lease Term, Tenant and its agents and other representatives will have the right to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

Notwithstanding the foregoing, Tenant shall not initiate any proceedings which could or would involve the change, re-designation, redefinition or other modification of the zoning classification of the Property, or any portion thereof or finalize any such the change, re-designation, redefinition or modification, without the prior written consent of Landlord.

(f) **Title and Survey**. During the Option Term, Tenant has the right to obtain, at Tenant's sole cost and expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Tenant shall provide Landlord with a copy of any such survey and title commitment and/or policy upon receipt by Tenant.

(g) **Exercise of Option**. During the Option Term, Tenant may exercise the Option by delivering to Landlord written notice ("**Option Notice**") that Tenant is exercising Tenant's Option to lease the Premises. The date that Tenant sends the Option Notice to Landlord shall be the "**Lease Term Commencement Date**". If Tenant exercises the Option by sending the Option Notice to Landlord prior to the end of the Option Term, then Landlord will lease the Premises to Tenant and Tenant will lease the Premises from Landlord subject to and upon the terms and conditions of this Agreement. If Tenant does not send the Option Notice to Landlord prior to the end of the Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other except as set forth herein.

Notwithstanding the foregoing, Tenant agrees to exercise the Option by sending the Option Notice to Landlord no later than thirty (30) days after the date that Tenant receives the last of the Governmental Approvals. If Tenant fails to send the option Notice to Landlord within thirty (30) days after the date that Tenant received the last Governmental Approval, then Landlord may terminate this Agreement by sending written notice to Landlord prior to Tenant sending the Option Notice to Landlord.

(h) **Landlord's Attorneys' Fees; Costs**. Concurrently with the execution of this Agreement, Tenant agrees to pay to Landlord the amount of (i) to reimburse Landlord for Landlord's attorney's fees in connection with the negotiation of this Agreement and (ii) to reimburse Landlord for the cost of Elisco Design Architects LLC to consult with Landlord concerning the negotiation of this Agreement. Such payment shall be non-refundable to Tenant. Also, if Tenant requires one or more easements over any property located adjacent to the Property and not owned by Landlord, then Tenant shall pay all costs incurred to obtain such easements and to install on utility lines in such easement areas.

(i) **Zoning of the Property**. Landlord agrees that during the Option Term and the Lease Term, Landlord will not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction to the Property that would prevent or materially and adversely limit Tenant from using the Premises for the Permitted Use.

(j) **Assignment of Option.** The Option may be sold, assigned or transferred at any time by Tenant (a) to an Affiliate (as that term is hereinafter defined) of Tenant, (b) to any entity with a net worth of at least One Hundred Million Dollars ($100,000,000), or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

2. **PERMITTED USE.** Subject to the terms of this Agreement, Tenant may use the Premises for (a) the transmission and reception of communications signals and (b) the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"); and Tenant further has the right, but not the obligation, to add, modify and/or replace equipment on the Premises in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord and no increase in Rent (collectively, the "**Permitted Use**") and for no other use.

For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as mutually agreed upon by Landlord and Tenant as being reasonably required during construction and installation of the Communication Facility. Tenant shall meet with Landlord prior to commencing construction and agree upon the staging area and the area where any equipment will be stored during construction for the construction and obtain Landlord's written approval of other areas to be used by Tenant during construction. Upon completion of construction, Tenant shall, at its own cost and expense, promptly restore the portion of the Property used by Tenant to the condition in which it was found prior to commencement of construction. If Tenant does not timely restore the Property, Landlord may restore such areas and Tenant shall pay to Landlord, on demand, the cost thereof. This obligation shall survive the cancellation, termination or expiration of this Agreement

Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas on the Premises at any time during the Lease Term (as hereinafter defined). Tenant will be allowed to make such alterations to the Premises in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **LANDLORD'S OPERATIONS**.

(a) **YMCA**. Tenant acknowledges that Landlord is operating a YMCA facility on the Property and that there are and will be children present at the Property. Landlord agrees while it is performing any work at the Premises, both during the Option Term and the Lease Term, that Tenant will take all measures necessary to protect the children present on the Property while Tenant and its agents, contractors and employees are performing work at the Premises.

Other than emergency work and minor repairs performed after 5:30 p.m., Tenant shall not perform any work at the Premises or the Property between May 15 and September 1 of any year without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. If Tenant desires to do non-emergency repair work at the Premises between May 15 and September 1, Tenant shall (i) provide Landlord with at least ten (10) days prior written notice; and (ii) perform such work after 5:30 p.m. and complete all work and remove all equipment from the Property prior to 7 a.m. the next day. Tenant acknowledges that Landlord may put additional limitations on the time and manner in which work will be performed between May 15 and September 1 as a condition to Landlord consenting to such work.

When doing any non-emergency work at the Premises, Tenant shall (A) coordinate any work which Tenant does at the Premises with Landlord; (B) provide Landlord with written notice at least ten (10) days prior to commencing work; and (C) check in with the front desk (if open) prior to starting work. Tenant will use commercially reasonable efforts to perform major repairs and alterations to the Facilities after 5:30 p.m. and prior to 7:30 a.m.

(b) **Background Checks on Workers doing Work at the Premises.** Prior to doing work at the Premises, Tenant agrees to perform or cause any contractor hired by Tenant to do work at the Premises, to perform a background check on each individual performing work at the Premises on behalf of Tenant or any such contractor. Tenant will provide the results of such background checks to Landlord prior to doing work at the Premises. If Tenant provides the names of the individuals to Landlord, then Landlord will perform the background check, provided that Tenant pays Landlord for the cost of the background check. If there is a person doing work for Tenant at the Premises and Tenant has not provided Landlord with a copy of a background check on such person, then an employee of Landlord may escort such person at the Property so long as he or she remains on the Property and Tenant shall pay Landlord $40.00 per hour to compensate Landlord for the cost of such escort's time.

Notwithstanding the foregoing, in the event of an emergency, Tenant shall not be obligated to provide a background check for persons prior to such parties entering onto the Premises. Landlord will provide the names of the individuals doing the emergency work to Landlord within a reasonable time after the work is completed and then Landlord will perform the background check on such individuals and Tenant will pay Landlord for the cost of the background check.

4. TERM.

(a) The initial lease term will be ten (10) Lease Years (the "**Initial Lease Term**"), commencing on the Lease Term Commencement Date. The Initial Lease Term will terminate on the last day of the tenth (10th) Lease Year. For all purposes of this Agreement, the "**first Lease Year**" shall be defined as the twelve (12) consecutive calendar months commencing on the first day of the first calendar month following the Lease Term Commencement Date (unless the Lease Term Commencement Date is the first day of the month in which case the first Lease Year shall commence on the Commencement Date) plus a partial calendar month, if the Lease Term Commencement Date is not the first day of a calendar month, beginning on the Lease Term Commencement Date through the end of calendar month in which the Lease Term Commencement Date occurs. Each subsequent Lease Year shall be for the twelve (12) consecutive calendar months immediately following the expiration of the prior Lease Year.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least six (6) months prior to the expiration of the existing Initial Lease Term or then-existing Extension Term. The Initial Lease Term and any Extension Term validly exercised by Tenant shall be referred to herein collectively as the "**Lease Term**".

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall terminate.

(d) The Initial Lease Term and any validly executed Extension Terms are collectively referred to as the "**Lease Term**".

5. **RENT.**

(a) Within thirty (30) days after the Lease Term Commencement Date, Tenant will pay to Landlord as rent for the Premises for the entire Initial Lease Term, at the address set forth above the lump sum of Dollars ($) ("**Lump Sum Rent Payment**").

(b) In Lease Year Eleven (11) of the first Extension Lease Term, and each Lease Year thereafter, including throughout any Extension Terms exercised, Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Dollars ($) (the "**Rent**"), at the address set forth above. In Lease Year two (2) of the first Extension Term, and each Lease Year thereafter, including throughout any additional Extension Term exercised, the yearly Rent will increase by three percent (3%) over the Rent paid during the previous Lease Year.

(c) All other charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

6. **CONSTRUCTION BY TENANT; PREMISES**. Provided that Tenant exercises the Option, then, during the Lease Term, Tenant shall have the right to construct the Communication Facility. Prior to starting construction, Tenant shall submit a complete set of 100% plans and specification for the Communication Facility (a hard copy 11" x 17" plus an electronic copy) to Landlord for Landlord's approval, which will not be unreasonably withheld, conditioned or delayed. The plans and specifications for Tenant's Communication Facility that are approved by Landlord are referred to herein as "**Approved Plans**". Tenant shall construct the Communication Facility in accordance with Tenant's Approved Plans. If Tenant desires to make any material changes to Tenant's Approved Plans, then Tenant shall submit revised plans to Landlord for Landlord's prior written approval. Landlord's approval of any submitted plans or changes to Approved Plans will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After Landlord's (i) failure to respond in writing to Tenant's proposed plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of plans revised by Tenant after comment from Landlord in accordance with this Section, the submitted plans will be deemed approved. After approval or deemed approval, the Approved Plans will be considered incorporated in this Agreement as Exhibit A. If Landlord disapproves the submitted plans then the Tenant will provide Landlord with revised plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised plans, Tenant may either i) make further revisions to the plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize any submitted plans for any purpose other than as provided in this Agreement. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Communication Facility are made.

Exhibit A includes drawings of the initial Communication Facility to be constructed by Tenant on the Land. Landlord's execution of this Agreement will signify Landlord's approval of the construction by Tenant on the Premises of the improvements shown **Exhibit A**.

Notwithstanding anything to the contrary contained herein, Tenant shall not perform any work at the Premises or the Property in connection with the initial construction of the Communication Facility between April 1 and September 1 of any year. Tenant shall coordinate any work which Tenant does at the Premises with Landlord. Except in the case of an emergency, Tenant will provide Landlord with at least ten (10) days written notice prior to Tenant doing any work at the Premises

Tenant shall not commence construction of Tenant's Communication Facility prior to (a) Tenant receiving Landlord's written approval of Tenant's Approved Plans; (b) Tenant obtaining all required Government Approvals, including, without limitation, a building permit for Tenant's Communication Facility, and providing a copy thereof to Landlord; and (c) providing Landlord with proof of insurance in accordance with **Section 8** below.

All cables and utility lines running from the public right of way to the Premises shall be placed underground by Tenant at locations approved by Landlord.

Notwithstanding anything to the contrary contained herein, Tenant shall not perform any work on the Property outside of the Premises without Landlord's prior written consent.

As part of Tenant's Communication Facility, Tenant shall construct a masonry wall on the Premises of a height acceptable to Landlord and at least high enough to shield all equipment on the Premises from view (**"Tenant's Wall"**), along the perimeter of the Premises which shall be constructed so as to match the brick façade of the existing building located on the Property (the **"Building"**). Tenant's Wall shall have a door that will be locked to limit access to Tenant's equipment located on the Premises, provided that at all times Landlord shall have a key to the lock on the door to Tenant's Wall so that Landlord can access the area behind Tenant's Wall. There will not be any barbed wire or similar deterrent on the Tenant's Wall.

As part of Tenant's Communication Facility, subject to the terms of this Agreement and in accordance with Tenant's Approved Plans, Tenant shall also have the right to install Tenant's conduits, wires, cables, cable trays and other necessary connections between the Premises and the electric power, telephone, and fuel sources for the Property at locations on the Property approved by Landlord in writing prior to such installation. Tenant shall maintain, repair and replace such connections at Tenant's sole cost and expense.

If Tenant desires to construct additional improvements on the Premises that are not shown on **Exhibit A**, then Tenant shall obtain Landlord prior written consent to such additional improvements prior to construction thereof.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under **Section 15** of this Agreement after the expiration of applicable cure periods;

(b) by Tenant upon written notice to Landlord, if, after the Lease Term Commencement Date, Tenant is unable to maintain any previously granted Government Approval necessary for the operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable, provided that Landlord shall have not obligation to return any portion of the Lump Sum Rent Payment in the event of such termination;

8. INSURANCE.

(a) During the Option Term and the Lease Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) workers' compensation insurance covering all costs, statutory benefits and liabilities under state workers' compensation and similar laws, with a waiver of subrogation in favor of Landlord, and employer's liability insurance with limits of $500,000 per accident or disease; and

(ii) commercial general public liability insurance with coverage for premises/operations, products/completed operations, contractual liability and personal/advertising injury, including Landlord, Elisco Design Architects LLC, Landlord's lender and any other parties designated by Landlord as additional insureds, against claims, demands, or actions for injury, death and property damage in amounts of Three Million and 00/100 Dollars ($3,000,000) per occurrence and Six Million and 00/100 Dollars ($6,000,000) general aggregate; commercial general liability, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage; and

(iii) "all risk" physical damage insurance, including fire, sprinkler leakage, leakage from bursting pipes, explosion of or other damage by boilers and compressors (if any), malicious mischief, vandalism and other extended coverage perils, for the full replacement cost of Tenant's Improvements and any other personal property kept at the Premises by Tenant. Tenant may self insure this coverage; and

(iv) such other insurance as may be reasonably required by Landlord.

All policies of insurance shall be in form and with a responsible insurer with a then current policyholder's rating of not less than "A-, Class VII in the most current edition of A.M. Best Company Rating Guide. Tenant shall deliver to Landlord on the Lease Term Commencement Date, and upon written request by Landlord, proof of such insurance or duly executed certificates for the same.

Notwithstanding anything contained in this Agreement to the contrary, if Tenant fails to comply with the requirements of this **Section 8** within ten (10) days after notice from Landlord, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay the cost of the reasonable premiums of such insurance to Landlord upon demand as additional rent.

(b) **Tenant's Right to Self-Insure.** Notwithstanding the foregoing, provided that so long as Tenant or its affiliated parent company maintains a tangible net worth in excess of $200,000,000, Tenant shall have the right to self-insure the coverages required in **Section 8(a)**. In the event Tenant elects to self-insure its insurance obligations, hereunder, then Tenant shall be liable to Landlord to the same extent that a third party insurance company would have been liable had Tenant obtained the required insurance from a third party insurance company. In the event Tenant elects to self-insure its obligation under this Agreement, Landlord shall fully cooperate with Tenant in the defense of any claim brought against Landlord that Tenant is obligated to defend as a result of such self-insurance.

(c) **Insurance Requirements for Tenant's Contractors.** Tenant shall require any contractor hired by Tenant to do work at the Premises shall maintain the following insurance:

(i) Commercial General Liability Insurance covering such contractor's operations at the Premises with coverage for premises/operations, products/completed operations, contractual liability, and personal/advertising injury liability with combined single limits of $2,000,000.00 per occurrence and in the aggregate for bodily injury and property damage, including Landlord, Elisco Design Architects LLC and Landlord's lender as additional insureds.

(ii) Workers' compensation policy, insuring against and satisfying such contractor's obligations and liabilities under the workers' compensation laws of the state in which the Premises are located, including employer's liability insurance, in an amount of not less than Five Hundred Thousand Dollars ($500,000.00) per accident or disease.

9. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility or the operations of Tenant at the Premises.

Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within forty-eight (48) hours days after receipt by Landlord of written notice of such interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected

(d) For the purposes of this Agreement, "**interference**" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

10. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord and its officers, directors, employees and managers, harmless from and against any and all injury, loss, damage, liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from (i) the installation, use, maintenance, repair or removal of the Communication Facility, (ii) any accident, injury, death, or damage to any person or property occurring in or on the Premises, (iii) any act or omission of Tenant, its agents, contractors, employees, licensees or invitees, (iv) the conduct or operation of Tenant's business on the Premises or at the Property, or (v) any failure on the part of Tenant to perform or comply with any of the terms of this Agreement. Nothing contained in this **Section 10(a)** shall be deemed to require Tenant to indemnify Landlord to the extent such indemnity is prohibited by law or to the extent the liability, injury, loss, cost, damage or expense arises out of the negligence or intentional misconduct of Landlord.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the negligence or misconduct of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement. Nothing contained in this **Section 10(b)** shall be deemed to require Landlord to indemnify Tenant to the extent such indemnity is prohibited by law or to the extent the liability, injury, loss, cost, damage or expense arises out of the gross negligence or intentional misconduct of Tenant.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this **Section 10** and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or

the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

11. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple as evidenced by Chicago Title Insurance Company Title Commitment No. 1409-008843116 dated February 24, 2012 (the "**Title Commitment**"); (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant and Tenant will execute a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

12. ENVIRONMENTAL.

(a) Landlord has provided Tenant with a copy of the Phase I Environmental Site Assessment dated January 5, 2012, prepared by Environmental Services, Inc.. Landlord makes no representations or warranties concerning the environmental condition of the Property or the Premises. Tenant is accepting the possession of the Premises in its "AS IS" condition. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, which was not caused or contributed to by Tenant, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord; provided that in the event of such termination, Landlord shall not be obligated to return any portion of the Lump Sum Rent Payment.

13. COMPLIANCE WITH LAWS. Tenant, at Tenant's sole cost and expense, shall be responsible for compliance with any and all applicable federal, state and local governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law and with all requirements imposed by Landlord's insurer, pertaining to the use of the Premises and Tenant shall obtain all licenses and permits required in connection with the use of the Premises. If improvements to the Premises or the Property are necessary to comply with any of the foregoing requirements or applicable laws, statutes, ordinances, regulations, rules and orders, Tenant shall pay the cost thereof. If the cost of obtaining insurance for the Property is increased due to Tenant's use or occupancy of the Premises, Tenant shall pay to Landlord, upon demand, any additional insurance premiums or costs throughout the balance of the Lease Term.

14. **AS-IS**. Except as otherwise expressly set forth in this Agreement, Landlord makes no warranty, express or implied, or arising by operation of law, as to the nature and condition of the Property, including, without limitation, the condition of the water, soil and geology of the Property and the suitability of the Premises for any and all activities and uses which Tenant may elect to conduct thereon, the existence of any environmental hazards or conditions therein or thereon or compliance of the Property or its operation with all applicable laws, rules or regulations or as to the condition or state of repair of the Property or the Premises, or any portion thereof, and there are no implied warranties of habitability, merchantability or fitness for a particular purpose as to the Property, the Premises or any portion thereof. Except as otherwise expressly set forth herein, Tenant acknowledges that Landlord is under no obligation to alter, repair or improve the Premises or any portion thereof. Tenant acknowledges that it will or has fully inspected and reviewed the Premises, including, without limitation, the physical aspects thereof and all matters affecting the operation thereof, and that delivery of the Premises is "AS IS", "WHERE IS" and "WITH ALL FAULTS", and that Landlord has disclaimed any and all implied warranties with respect to the Premises.

15. **ACCESS.** At all times throughout the Lease Term, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

As may be described more fully in **Exhibit A**, Landlord grants to Tenant an easement over a portion of the Property designated by Landlord from time to time as reasonably necessary for such Access.

To the extent necessary for Tenant to access the Premises, Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right; provided, however, Landlord shall have the right to (i) relocate the easements granted to Tenant at Landlord's option and (ii) place reasonable conditions on Landlord's use of such easements.

Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit B**; upon Tenant's request, Landlord shall execute additional letters during the Lease Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage.

16. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Premises by Tenant will be and shall remain Tenant's personal property and, may be removed by Tenant at any time during the Lease Term provided that Tenant shall repair any damage to the Property as a result of such removal and keep the Premises in a safe condition.

Upon expiration of the Lease Term or termination of this Agreement, Tenant shall (a) remove all of Tenant's personal property and fixtures from the Property; (b) remove all improvements constructed on the Premises by or on behalf of Tenant located above ground and three (3) feet below ground, and (c) put in clean fill in the Premises to bring the Premises to a level grade.

Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Premises, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant.

Tenant will repair any damage to the Property resulting from Tenant's removal of Tenant's Communication Facility or other property from the Premises. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Lease Term and

cessation of Tenant's operations at the Premises shall be deemed abandoned and Landlord may remove and dispose of such property at Tenant's sole cost and expense.

17. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted. Landlord will maintain and repair the access to the Premises where Tenant does not have exclusive control, in good condition and repair, subject to reasonable wear and tear. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days after receipt of the usage data and required forms. Any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption at Tenant's sole cost. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Upon request, Landlord agrees to grant to a company providing utility or similar services, including electric power and telecommunications, to the Premises an easement over the Property at a location acceptable to Landlord, from an open and improved public road to the Premises, for the purpose of constructing, operating and maintaining such below ground lines, wires, circuits, and conduits, and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at Tenant's sole cost and expense. Landlord will not charge Tenant or the service company any additional fees or rent as compensation for the grant of the easement.

With regard to any such easement, the grantee of such easement ("**Grantee**") shall:

(i) agree to keep the utility line(s) in good repair and further agrees to maintain its installations on the Premises at its sole cost.

(ii) perform the construction, repair and maintenance of its installations ("**Grantee's Work**") in such a manner so as to not interfere with or disrupt Landlord's operations at the Property.

(iii) restore the Property, at its sole cost, to the same condition which existed prior to the commencement of Grantee's Work.

(iv) agree to indemnify, defend and hold Landlord harmless against any and all claims, liability and costs (including, but not limited to reasonable attorneys' fees and costs) for any and all injuries to persons and for any and all damage to property occurring as a result of (a) Grantee's failure to safely and properly maintain and operate its installations on the Property, or (b) Grantee's entry onto the Property pursuant to the easement.

(d) **Failure to Furnish Services**. Except to the extent caused by the gross negligence or intentional misconduct of Landlord, Landlord shall not have any liability to Tenant as a result of any interruption, delay or failure of any utility service to the Premises and no such failure shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or any portion of the Premises, or render Landlord liable to Tenant for damages, entitle Tenant to an abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Agreement.

18. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than twenty (20) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure to perform a non-monetary agreement, however, will be deemed a default hereunder if such agreement cannot reasonably be cured within such 45 day period, but Tenant has commenced to cure such default within such 45 day period and is thereafter diligently prosecuting such cure to completion. Delay in curing a non-monetary default will be excused if due to causes beyond the reasonable control of Tenant such as war, civil disobedience, strikes, other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar to the above (**"Force Majeure Events"**). If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by **Section 15** of this Agreement within forty-eight (48) hours after receipt of written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by **Section 9** of this Agreement within seventy two (72) hours after receipt of written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed a default hereunder if such agreement cannot reasonably be cured within such 45 day period, but Landlord has commenced to cure such default within such forty-five (45) day period and is thereafter diligently prosecuting such cure to completion. Delay in curing a non-monetary default will be excused if due to causes beyond the reasonable control of Landlord such as a Force Majeure Event. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

19. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (i) Tenant's Affiliate, (ii) to any entity with a net worth of at least One Hundred Million Dollars ($100,000,000), or (iii) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

20. NOTICES. All notices, requests and demands hereunder will be given either by (a) first class certified or registered mail, return receipt requested, postage prepaid, or (b) a nationally recognized overnight courier, prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site #IL0546; Cell Site Name: Northbrook (IL)
Fixed Asset No.: 12564902

[redacted]

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #IL0546; Cell Site Name: Northbrook (IL)
Fixed Asset No.: 12564902

[redacted]

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: North Suburban Young Men's Christian Association

[redacted]

With a copy to: Ruben, Firsel & Ross, LLC

[redacted]

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

21. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within ten (10) days after receipt by Landlord. If a condemning authority takes all of the Premises, or a portion sufficient to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

22. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Premises within five (5) business days after becoming aware of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to Landlord within sixty (60) days after receipt of notice, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds from property insurance policies maintained by Tenant and payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Tenant shall have no right to proceeds from any insurance policy maintained by Landlord. If Tenant does not terminate this Agreement, then Tenant shall rebuild or restore Tenant's Communication Facility as soon as reasonably possible.

If there is a casualty that renders Tenant's Communication Facilities inoperable, then Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at a location mutually

acceptable to Landlord and Tenant which will not unreasonably interfere with Landlord's use of the Property or endanger Landlord's patrons, customers and members, but only until such time as Tenant is able to activate a replacement transmission facility. Such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

If the Building is materially damaged or destroyed by casualty or other harm, then Landlord may terminate this Agreement by written notice sent to Tenant within sixty (60) days after the date of such casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this **Section**, then Landlord will promptly repair or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises. There shall be no obligation to refund any portion of the Lump Sum Rent Payment under this **Section 22**.

23. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

24. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's Communication Facility and/or Tenant's leasehold improvements or personal property on the Premises if and as set forth in this **Section 24**. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than sixty (60) days after the date of receipt by Landlord such notice of assessment. Tenant shall reimburse Landlord for the tax or assessments levied against Tenant's Communication Facility and/or Tenant's leasehold improvements or personal property on the Premises within sixty (60) days after receipt by Tenant of an invoice for such taxes.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right, at Tenant's sole cost and expense, to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate, at no cost to Landlord, with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Landlord shall not cause a separate tax parcel to be assigned to the Premises without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes on the Premises to the taxing authority if Landlord fails to timely do so. In addition to any other rights or remedies of Tenant, in the event

that Tenant exercises its rights under this **Section 24(e)**, then Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

(f) Any tax-related notices by Landlord shall be sent to Tenant in the manner set forth in **Section 20** and, in addition, of a copy of any such notices shall be sent to the following address.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #IL0546; Cell Site Name: IL0546 – Northbrook IL
Fixed Asset No: 12564902
[redacted]

(f) Notwithstanding anything to the contrary contained in this **Section 21**, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

25. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property.

(b) If Landlord, at any time during the Lease Term decides to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale or transfer shall be subject to this Agreement and Tenant's rights hereunder.

In the event of a change in ownership, transfer or sale of the Property, within thirty (30) days after the effective date of such transfer, Landlord or its successor shall send the documents listed below in this **Section 25(b)** to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. proof of the transfer in the form of a copy of the recorded deed or a title insurance policy showing the purchaser in title to the Property;
ii. New IRS Form W-9 for the purchaser of the Property;
iii. Full contact information for new Landlord including phone number(s).

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment. If radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for such purposes.

(d) The provisions of this **Section** shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

26. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement which offer Landlord would like to accept ("**Rental Stream Offer**"), Landlord shall promptly furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within

the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

27. SUBORDINATION. Tenant agrees that this Agreement is and shall be subject and subordinate to any mortgages or deeds of trust that may now or hereafter be placed upon the Property and to all renewals, replacements, extensions and modifications thereof, provided that any such subordination shall be conditioned upon such mortgagee(s) recognizing Tenant's rights under this Agreement and, so long as Tenant is not in default beyond any applicable cure periods under this Agreement, then Tenant shall continue to enjoy the uninterrupted possession of the Premises and such other rights as are granted hereunder. At the election of any mortgagee or trustee, this Agreement shall be a prior lien to the mortgage or deed of trust, whether this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust.

In the event of a foreclosure or a conveyance in lieu of foreclosure of any mortgage or deed of trust, Tenant shall attorn to the purchaser at the foreclosure sale or the grantee under the deed in lieu of foreclosure, and recognize such purchaser or grantee as the new Landlord under this Agreement. While these provisions are intended to be self-executing, Tenant shall, upon the request of Landlord, execute such additional instruments as may be requested by Landlord or the purchaser at the foreclosure sale or grantee under the deed in lieu of foreclosure to carry out the intent of this **Section 27**.

Landlord shall cause the existing lender to deliver to Tenant a Subordination, Non-disturbance, and Attornment Agreement (the "**SNDA**") substantially in the form of **Exhibit C** attached hereto. Tenant may cause the SNDA to be recorded at Tenant's sole cost and expense.

28. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by both Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit D**. Either party may record this Memorandum or Short Form Lease at any time during the Lease Term (after the Lease Term Commencement Date), in its absolute discretion, at the cost of the recording party. Thereafter during the Lease Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Upon termination of this Agreement, Tenant shall provide Landlord with a release of the Memorandum of Lease in recordable form.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the **Section** wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates**. All references to "**Tenant**" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "**Affiliate**" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "**Control**" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof for a period of one (1) year. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive for a period of one (1) year.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Quiet Enjoyment**. Landlord covenants that Tenant, upon paying all Rent and performing all covenants and agreements on its part to be performed hereunder, shall have quiet enjoyment and possession of the Premises during the Lease Term, subject, nevertheless, to the terms and conditions of this Agreement and to any agreements to which this Agreement is or may become subordinate.

(p) **Interest on Late Payment**. All amounts under this Agreement which are not received by Landlord within twenty (20) days after written notice from Landlord of such failure to pay shall bear interest from the due date until the date paid at the rate of twelve percent (12%) per annum or at the maximum legal rate of interest, whichever is lower.

(q) **Sale of the Premises by Landlord**. In the event the original Landlord or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the original Landlord or the successor owner under this Agreement which accrue after the effective date of such sale or conveyance shall terminate, and all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to each such new owner.

(r) **Brokerage.** Landlord and Tenant represent and warrant that neither has dealt with any broker or agent in connection with this Agreement, and no broker or agent is entitled to any commission in connection with this Agreement as a result of their respective actions. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liability, cost or expense, including attorneys' fees, in connection with all claims of any broker or agent claiming by or through Tenant in connection with this Agreement. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all liability, cost or expense including attorneys' fees in connection with all claims of any broker or agent claiming by or through Landlord in connection with this Agreement.

(s) **Holdover by Tenant**. Tenant shall have no right to occupy the Premises or any portion thereof after the termination of this Agreement or termination of Tenant's right to possession of the Premises. If Tenant retains actual or constructive possession of the Premises after such time, and Landlord consents in writing to the holdover, the possession shall be conclusively deemed to be on a month to month basis and Tenant shall pay Landlord the monthly Rent at 150% of the rate payable for the month (1/12 of the annual Rent) immediately preceding the holding over, computed on a per-month basis for each month or partial month that Tenant remains in possession without apportionment for any partial month. Tenant shall pay to Landlord legal costs incurred by Landlord as a result of any holdover without Landlord's consent. In addition to the rights and remedies provided in this **Section 28(s)**, Landlord may exercise any and all remedies available to it at law, in equity or under this Agreement.

(t) **Access by Landlord**. Landlord shall have a key or access codes to the lock on the gate to the Premises so that Landlord can gain access inside the Tenant's Wall around the Premises at any time. Upon three (3) days' prior written notice to Tenant, Landlord and its agents and employees shall have the right to enter the Premises to examine and inspect the al portions of the Premises.

(u) **Emergency Landlord and Tenant Contact**. At all times during the Option Term and the Lease Term, Tenant and Tenant shall provide the other with the phone number of an emergency contact employed by such party who will be available for contact by the other party twenty four (24) hours per day and seven (7) days per week.

Landlord's initial emergency contact:

Frank Lenardi; 630-400-2983

Tenant's initial emergency contact:

[redacted]

(v) **Exculpation.** It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings, agreements, indemnities and warranties contained in this Agreement shall be construed as creating any liability whatsoever against Landlord, Landlord's members, partners, shareholders, or their respective successors and assigns personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, undertaking, agreement, indemnity, or warranty, either express or implied, contained in this Agreement, or to keep, preserve or sequester any property of Landlord, and that all personal liability of Landlord, Landlord's members, partners, or shareholders of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security under this Agreement; and that so far as Landlord, its members, partners, shareholders or any successor or assign of the foregoing are concerned, the owner of any indebtedness or liability accruing under this Agreement shall look solely to Landlord's interest in the Property, as the same is from time to time encumbered, for the payment thereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

North Suburban Young Men's Christian Association,
an Illinois Not For Profit Corporation

By: _____
Name: HOWARD SCHULTZ
Title: EXEC DIR/CEO

Date: 12/18, 2013

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Andrew T. Flowers
Title: Sr. Real Estate & Construction Manager

Date: 12/11/13, 2013

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On the 11 day of December, 2013, before me personally appeared Andrew T. Flowers, who acknowledged under oath that he/she is the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

OFFICIAL SEAL
AMANDA M HINOJOSA
Notary Public - State of Illinois
My Commission Expires Aug 21, 2017

Amanda M. Hinojosa
Notary Public
Print Name: Amanda M. Hinojosa
My Commission Expires: 8/21/17

LANDLORD ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

I CERTIFY that on December 18th, 2013, Howard Schultz [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the Executive Director [title] of North Suburban Young Men's Christian Association, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Barbara L Savino
Notary Public
Print Name: Barbara L Savino
My Commission Expires: 4/22/2014

OFFICIAL SEAL
BARBARA L SAVINO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/22/14

EXHIBIT A

DESCRIPTION OF PREMISES

to the Option Lease Agreement dated _____, 2013, by and between North Suburban Young Men's Christian Association, an Illinois not for profit corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT PARCEL

The East 289.0 feet of the West 816.0 feet of the South 452.55 feet of the North 485.55 feet of Lot 12 in School Trustee's Subdivision of Section 16,Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Premises are described and/or depicted as follows:

LEASE PARCEL

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,250 square feet (0.029 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 50.00 feet; thence S90°-00'-00"E 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE ~~[illegible]~~ INGRESS/EGRESS ~~EASEMENT~~ License

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 21,736 square feet (0.499 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet to the point of beginning; thence N90°-00'-00"W 119.04 feet; thence N00°-08'-29"E 335.36 feet; thence S89°-51'-31"E 226.07 feet; thence N22°-19'-35"E 44.07 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,788 square feet (0.041 acres) of land and being Eight (8) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet; thence N90°-00'-00"W 31.78 feet to the point of beginning; thence N00°-23'-07"W 118.37 feet; thence S89°-36'-53"W 41.48 feet; thence N00°-23'-07"W 31.92 feet to the point of termination.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT B

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T
FA# 12564902/Site# IL0546/Site Name: IL0546 - Northbrook

Dear Building and Security Staff,

Please be advised that we have signed a Lease with New Cingular Wireless PCS, LLC ("**AT&T**") permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the Lease grant AT&T and its representatives, employees, agents and subcontractors ("**representatives**") access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the leased area. Thank you for your assistance.

_____
Landlord Signature

EXHIBIT D

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by:
R. Scott MacClure
ACMB Group, INC.
[redacted]

Return to:

AT&T Mobility
c/o Nsoro
[redacted]

Re: Cell Site #IL0546
Cell Site Name: IL0546 - Northbrook
Fixed Asset #12564902
State: Illinois
County: Cook

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2013, by and between **North Suburban Young Men's Christian Association**, a Not For Profit Corporation created and existing under and by virtue of the laws of the State of Illinois, having a mailing address of 2705 Techny Road, Northbrook, IL 60062 ("**Landlord**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of [redacted] (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the _____ day of _____, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The Initial Lease Term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with three (3) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

North Suburban Young Men's Christian Association,
an Illinois Not For Profit Corporation

By: _____
Name: _____
Title: _____

Date: _____, 2013

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Andrew T. Flowers
Title: Sr. Real Estate and Construction Manager

Date: _____, 2013

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2013, before me personally appeared Andrew T. Flowers who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 2013, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of North Suburban Young Men's Christian Association, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 2013, by and between North Suburban Young Men's Christian Association, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

LEASE PARCEL

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,250 square feet (0.029 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 50.00 feet; thence S90°-00'-00"E 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE UTLITY AND INGRESS/EGRESS EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 21,736 square feet (0.499 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet to the point of beginning; thence N90°-00'-00"W 119.04 feet; thence N00°-08'-29"E 335.36 feet; thence S89°-51'-31"E 226.07 feet; thence N22°-19'-35"E 44.07 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,788 square feet (0.041 acres) of land and being Eight (8) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet; thence N90°-00'-00"W 31.78 feet to the point of beginning; thence N00°-23'-07"W 118.37 feet; thence S89°-36'-53"W 41.48 feet; thence N00°-23'-07"W 31.92 feet to the point of termination.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXHIBIT C

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:
New Cingular Wireless PCS, LLC
Attn: Nsoro
[redacted]

Cell Site No.: IL0546
Cell Site Name: Northbrook
Fixed Asset Number: 12564902
State: Illinois
County: Cook

SUBJECT TO APPROVAL BY LANDLORD'S LENDER

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, ("**Mortgagee**") and **North Suburban Young Men's Christian Association**, a Not For Profit Corporation created and existing under and by virtue of the laws of the State of Illinois, having a mailing address of [redacted] ("**Landlord**"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of [redacted] ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which

the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance of its due date to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to **Section 3** above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

North Suburban Young Men's Christian Association,
an Illinois Not For Profit Corporation

By: _____
Name: _____
Title: _____
Date: _____, 2013

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Andrew T. Flowers
Title: _____
Date: _____, 2013

MORTGAGEE:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____, 2013

LANDLORD (CORPORATION)

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____[name of representative], the _____[title] of the corporation, ( ) who is personally known OR ( ) who has produced _____as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 2013, before me personally appeared Andrew T. Flowers, who acknowledged under oath that he/she is the _____, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2013 by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

LEASE PARCEL

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,250 square feet (0.029 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 50.00 feet; thence S90°-00'-00"E 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE [redacted] INGRESS/EGRESS [redacted] License

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 21,736 square feet (0.499 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet to the point of beginning; thence N90°-00'-00"W 119.04 feet; thence N00°-08'-29"E 335.36 feet; thence S89°-51'-31"E 226.07 feet; thence N22°-19'-35"E 44.07 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,788 square feet (0.041 acres) of land and being Eight (8) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet; thence N90°-00'-00"W 31.78 feet to the point of beginning; thence N00°-23'-07"W 118.37 feet; thence S89°-36'-53"W 41.48 feet; thence N00°-23'-07"W 31.92 feet to the point of termination.

ASSIGNMENT OF LEASE AGREEMENT

Return Document and
Future Tax Statements to:

TowerCo 2013 LLC
[redacted]
Attn: Legal

AT&T Cell Site #: IL0546
AT&T Cell Site Name: Northbrook
AT&T Fixed Asset No.: 12564902
TowerCo ID: IL0285

Property Information: County of Cook, State of Illinois

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement ("Assignment") is made and entered into effective as of the 29th day of January, 2015 ("Transfer Date") by and between and **New Cingular Wireless PCS, LLC, a Delaware limited liability company,** with a mailing address of [redacted] ("Assignor"), and **TowerCo 2013 LLC, a Delaware limited liability company,** with an address at [redacted] ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Option and Lease Agreement dated December 18, 2013 ("Lease"), by and between North Suburban Young Men's Christian Association, a Not For Profit Corporation, as Landlord, and Assignor as Tenant;

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Cook County, Illinois (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the Assignor/Tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have be duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

ASSIGNOR:
New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Andrew T. Flowers
Its: Sr Real Estate & Construction Manager

STATE OF Illinois
COUNTY OF Kane

This instrument was acknowledged before me on January 26 2015 by Andrew T. Flowers, the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, as Manager of New Cingular Wireless PCS, LLC.

Amanda M. Hinojosa
Notary Public
Printed Name: Amanda M. Hinojosa
My Commission Expires:
8/21/17

OFFICIAL SEAL
AMANDA M HINOJOSA
Notary Public - State of Illinois
My Commission Expires Aug 21, 2017

[Assignee signature on next page]

ASSIGNEE:
TowerCo 2013 LLC, a Delaware limited liability company
By: TowerCo Finance 2013 LLC, a Delaware limited liability company
Its: Sole Member

By: Daniel Hunt
Name: Daniel Hunt
As its: VP/CFO

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This instrument was acknowledged before me on January 29, 2015 by Daniel Hunt, the VP/CFO of TowerCo Finance 2013 LLC, a Delaware limited liability company, on behalf of said company.

Jill E. Harvey
Notary Public
Printed Name: Jill E. Harvey
My Commission Expires:
7/26/15

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/15

EXHIBIT A

PARENT PARCEL

PARENT PARCEL

The East 289.0 feet of the West 816.0 feet of the South 452.55 feet of the North 485.55 feet of Lot 12 in School Trustee's Subdivision of Section 16,Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B

LEASED PREMISES

The Premises are that certain 1,410 square foot tract of real property, including 80 square foot parcel (8' x 10') together with easements for ingress, egress and utilities, more particularly described and/or depicted as follows:

PIN# 04-06-310-008-000

LEASE PARCEL

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,250 square feet (0.029 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 50.00 feet; thence S90°-00'-00"E 25.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE UTLITY AND INGRESS/EGRESS EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 21,736 square feet (0.499 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet to the point of beginning; thence N90°-00'-00"W 119.04 feet; thence N00°-08'-29"E 335.36 feet; thence S89°-51'-31"E 226.07 feet; thence N22°-19'-35"E 44.07 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,788 square feet (0.041 acres) of land and being Eight (8) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 50.00 feet; thence N90°-00'-00"W 25.00 feet; thence N00°-00'-00"E 25.00 feet; thence N90°-00'-00"W 31.78 feet to the point of beginning; thence N00°-23'-07"W 118.37 feet; thence S89°-36'-53"W 41.48 feet; thence N00°-23'-07"W 31.92 feet to the point of termination.

EXHIBIT C

Tenant Leases

N/A

Doc#: 1601539039 Fee: $54.00
RHSP Fee:$9.00 RPRF Fee: $1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 01/15/2016 10:17 AM Pg: 1 of 9

Prepared by and after recording return to:
TowerCo
Attn: Legal Department
[redacted]

(Recorder's Use Above This Line)

Address: 2705 Techny Road, Northbrook

STATE OF COOK

Parcel # 04-06-310-008-000

COUNTY OF ILLINOIS

Exempt under provisions of 35 ILCS 200/, Sec. 31-45, Para. (e) Real Estate Transfer Tax Law.

1/14/16 — **Date**

Buyer, Seller or Representative

OR DOCUMENTARY STAMPS

ASSIGNMENT AND ASSUMPTION OF OPTION AND LEASE AGREEMENT

Document Date: January 4, 2016

Grantor: TOWERCO 2013 LLC
[redacted]

Grantee: TOWERCO IV LLC
[redacted]

S Y
P 9
S N
M N
SC Y
E Y
INT

Legal Description of the Land is attached as EXHIBIT A.

Prior Recorded Reference:
Memorandum of Lease dated December 18, 2013 and recorded on April 9, 2014 as Instrument Number 1409955047 of the official records of Cook County, Illinois

ASSIGNMENT AND ASSUMPTION OF OPTION AND LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF OPTION AND LEASE AGREEMENT ("Assignment") is made, entered into and effective as of this 4th day of January, 2016 ("Transfer Date"), by TowerCo 2013 LLC, a Delaware limited liability company, having an address of [redacted] ("Assignor"), to TowerCo IV LLC, a Delaware limited liability company, having an address of [redacted] ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Option and Lease Agreement dated December 18, 2013, as amended by that certain First Amendment to Option and Lease Agreement dated February 15, 2015, as further amended by that certain Second Amendment to Option and Lease Agreement dated June 9, 2015, and as further amended by that certain Third Amendment to Option and Lease Agreement dated September 25, 2015 (as amended, the "Lease") by and between North Suburban Young Men's Christian Association, as landlord, and Assignor, as tenant; and

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Cook County, Illinois (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment,

including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have be duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

ASSIGNOR (LLC) EXECUTION & ACKNOWLEDGMENT AS OF JANUARY 4, 2016:
In witness whereof:
The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

TowerCo 2013 LLC, a Delaware limited liability company

By: Daniel Hunt
Daniel Hunt, its duly authorized Vice President and Chief Financial Officer

STATE OF NORTH CAROLINA)
)SS
WAKE COUNTY)

On this 4th day of January, 2016, before me, Jill E. Harvey, a Notary Public in and for the County of Wake, State of North Carolina, personally appeared Daniel Hunt, Vice President and Chief Financial Officer of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me, who did say that the foregoing instrument was Signed and Sealed on behalf of the said Company and that as Vice President and Chief Financial Officer, Daniel Hunt did severally acknowledge the execution of said instrument as the voluntary act and deed of the said Company by its voluntary execution of the Assignment and Assumption of Option and Lease Agreement.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Jill E. Harvey
Notary Public in and for Wake County, State of North Carolina
My commission expires: 7/26/2020

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2020

ASSIGNEE (LLC) EXECUTION & ACKNOWLEDGMENT AS OF JANUARY 4, 2016:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

TowerCo IV LLC, a Delaware limited liability company

By: _____

Daniel Hunt, its duly authorized Vice President and Chief Financial Officer

STATE OF NORTH CAROLINA)
)SS
WAKE COUNTY)

On this 4th day of January, 2016, before me, Jill E. Harvey, a Notary Public in and for the County of Wake, State of North Carolina, personally appeared Daniel Hunt, Vice President and Chief Financial Officer of TowerCo IV LLC, a Delaware limited liability company, personally known to me, who did say that the foregoing instrument was Signed and Sealed on behalf of the said Company and that as Vice President and Chief Financial Officer, Daniel Hunt did severally acknowledge the execution of said instrument as the voluntary act and deed of the said Company by its voluntary execution of the Assignment and Assumption of Option and Lease Agreement.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

_____

Notary Public in and for Wake County, State of North Carolina
My commission expires: 7/26/2020

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2020

EXHIBIT A

DESCRIPTION OF PARENT PARCEL

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises are that certain 1, 776 square foot tract of real property together with easements for ingress, egress and utilities, more particularly described and/or depicted as follows:

LEASE PARCEL:
A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 1,776 square feet (0.041 acres) of land and being described by:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 76.00 feet; thence N90°-00'-00"W 23.37 feet; thence N00°-00'-00"E 76.00 feet; thence S90°-00'-00"E 23.37 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE UTLITY AND INGRESS/EGRESS EASEMENT:
A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 18,718 square feet (0.429 acres) of land and being Fifteen (15) feet either side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89° - 52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet to the point of beginning; thence S00°-00'-00"W 76.00 feet; thence N90°-00'-00"W 23.37 feet; thence N00°-00'-00"E 51.00 feet to the point of beginning; thence N90°-00'-00"W 120.67 feet; thence N00°-08'-29"E 335.36 feet; thence N89°-51'-31"W 126.45 feet; thence N11°-04'-16"E 41.45 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

8' WIDE UTILITY EASEMENT:
A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 3,496 square feet (0.080 acres) of land and being Four (4) feet each side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet; thence S00°-00'-00"W 76.00 feet; thence N90°-00'-00"W 14.40 feet; thence S00°-00'-00"W 10.00 feet; thence N90°-00'-00"W 100.84 feet to the point of beginning; thence N00°-31'-26"E 437.01 feet to the South line of Techny Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the South line of Techny Road.

20' WIDE UTILITY EASEMENT:

A part of Lot 12, School Trustee's Subdivision, and being located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), Section Sixteen (16), Township Forty-two (42) North, Range Twelve (12) East, Third Principle Meridian, in the Village of Northbrook, Cook County, Illinois containing 2,017 square feet (0.047 acres) of land and being Ten (10) feet each side of and parallel to the following described line:

Commencing at the Northwest corner of Lot 12 of said School Trustee's Subdivision; thence S89°-52'-51"E 642.77 feet along the North line of said Lot 12; thence S00°-07'-09"W 383.77 feet; thence S00°-00'-00"W 76.00 feet; thence N90°-00'-00"W 14.40 feet; thence S00°-00'-00"W 10.00 feet to the point of beginning; thence N90°-00'-00"W 100.84 feet to the point of termination.

EXHIBIT C

TENANT LEASES

- That certain Site Sublease dated January 29, 2015 by and between Assignor, as sublessor, and New Cingular Wireless PCS, LLC, as sublessee.

- That certain Site License Agreement dated June 8, 2015 by and between Assignor, as licensor, and T-Mobile Central LLC, a subsidiary of T-Mobile USA Inc., as licensee.

2007925005

Doc# 2007925005 Fee $93.00

RHSP FEE:$9.00 RPRF FEE: $1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/19/2020 10:44 AM PG: 1 OF 4

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Prepared by Jason Catalini
TCO IV LLC
Attn: GRPP Department
[redacted]

Return to:
TCO IV LLC
Attn: GRPP Department
[redacted]

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE [AS TO LESSOR'S INTEREST]

TowerCo Site ID: IL0285

Tax Parcel ID: 04-16-300-008-0000

Address: [redacted]

Assignor: NORTH SUBURBAN YOUNG MEN'S CHRISTIAN ASSOCIATION, an Illinois not-for-profit corporation, with an address of 2705 Techny Road, Northbrook, IL 60062

Assignee: TCO IV LLC, a Delaware limited liability company, with an address of [redacted]

This instrument ("**Assignment**") is made and entered into as of the latter of the signature dates below ("**Transfer Date**") by Assignor to Assignee.

Preliminary Statement:

A. Assignor owns the real property described on Exhibit A hereto (the "**Property**").

B. Pursuant to that certain Letter Agreement dated as of November 4, 2019 by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignor is granting to Assignee (i) a

S Y
P Y
S N
M Y
SC Y
E Y
INT DB

perpetual, exclusive easement in and to a portion of the Property more particularly described in the Purchase Agreement and (ii) a perpetual, non-exclusive easement in and to portions of the Property more particularly described in the Purchase Agreement (collectively, the "**Easements**").

C. In connection with the Purchase Agreement, and except as otherwise provided herein, Assignor is assigning to Assignee all of Assignor's right, title, claim and interest in, to and under the Ground Lease more particularly described on Exhibit B attached hereto (the "**Ground Lease**") with respect to the Property.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT.

Assignor hereby assigns, sells, transfers, conveys, grants and delivers to Assignee and Assignee's successors and assigns, all of Assignor's right, title, claim and interest in, to and under: (a) the Ground Lease; and (b) any and all security deposits retained by the landlord under the Ground Lease, (collectively, the "**Assigned Lease Interests**"). Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any and all claims, damages, losses, liabilities, obligations, demands, defenses, judgments, suits, proceedings, disbursements and expenses, including reasonable attorneys' fees and costs (including those related to appeals) of any nature whatsoever (collectively, "**Losses and Liabilities**") arising out of or in any way related to the Assigned Lease Interests accruing prior to the Transfer Date, or which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date, except any losses and Liabilities caused by Assignee, affiliates of Assignee, or the employees, agents or contractors of either of Assignor or affiliates of Assignor.

2. ACCEPTANCE OF ASSIGNMENT.

Assignee hereby accepts the foregoing assignment, sale, transfer, conveyance, grant and delivery of the Assigned Lease Interests and assumes all of Assignor's obligations under the Assigned Lease Interests which arise or relate to the period on or after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests accruing on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date, or any Losses caused by Assignor or its affiliates, tenants, contractors, or employees.

3. BINDING EFFECT/ASSIGNMENT.

This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns, and shall run with the lands affected thereby. Assignee may freely assign its rights under this Assignment upon written notice to Assignor, and thereupon Assignee shall be released of all liability hereunder, provided that the new assignee agrees to assume all of the obligations of this Assignment in writing.

4. GOVERNING LAW.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State where the Property is located.

5. COUNTERPARTS.

This Assignment may be executed by original signature in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. PURCHASE AGREEMENT.

Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. Notwithstanding anything to the contrary, the Assigned Lease Interests do not include any obligations in the Ground Lease that cannot by their nature be performed by Assignee, and may only be performed by the owner of the fee interest in the portion of the Property that is not included in the Easements, such as, without limitation, the obligation to obtain a subordination or non-disturbance agreement from any lender or lienholder in the interest of Assignor in the Property, or the obligations of the Assignor to grant or cooperate with zoning or other land use approvals. Additionally, the Assigned Lease Interests to not include any obligation to pay real property taxes (except as otherwise provided in the Easement Agreement) or the obligation to compensate the tenant under the Ground Lease for any damages caused to it by the Assignor or its affiliates, tenants, contractors, guests, employees or invitees.

7. NOTICES AND CONSENTS.

Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

8. RECORDING.

This Assignment may be filed and/or recorded in the appropriate public record.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed as of the later of the signature dates below:

ASSIGNEE:
TCO IV LLC, a Delaware limited liability company

By: TowerCo IV Finance LLC, a Delaware limited liability company, its sole Member

By: _____
Name: Mike Smith
Title: CFO
Date: 11/14/19

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

The foregoing instrument was acknowledged before me this 14th day of November, 2019, by Mike Smith, CFO of TowerCo IV Finance LLC, a Delaware limited liability company, which is the sole Member of TCO IV LLC a Delaware limited liability company, on behalf of the limited liability company.

Given under my hand and official seal, this the 14th day of November, 2019

_____
Notary Public
Print Name Jill E. Harvey
My commission expires: 7/26/2020

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2020

(seal)

ASSIGNOR:
North Suburban Young Men's Christian Association, an Illinois not-for-profit corporation

By: Howard Schultz
Name: Howard Schultz
Title: President/CEO
Date: 11/13/19

ASSIGNOR ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 13th day of November, 2019, by Howard Schultz, President/CEO of North Suburban Young Men's Christian Association an Illinois not-for-profit corporation, on behalf of the corporation.

Given under my hand and official seal, this the 13th day of November, 2019.

Barbara L Savino
Notary Public
Print Name Barbara L. Savino
My commission expires: 10/5/2022

OFFICIAL SEAL
BARBARA L SAVINO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/05/22

RECORDER OF DEEDS
COOK COUNTY

Exhibit A
Property

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ASSESSORS PARCEL NUMBER:
04-16-300-008-0000

COOK COUNTY
RECORDER OF DEEDS

Exhibit B
Ground Lease Description

That certain Option and Lease Agreement ("Ground Lease") dated January 29, 2015, as amended by that First Amendment to Option and Lease Agreement dated February 15, 2015, as further amended by that Second Amendment to Option and Lease Agreement dated June 9, 2015, as further amended by that Third Amendment to Option and Lease Agreement dated September 25, 2015, as further amended by that Fourth Amendment to Option and Lease Agreement dated March 18, 2016, as further amended by that Fifth Amendment to Option and Lease Agreement dated July 20, 2016, as further amended by that Sixth Amendment to Option and Lease Agreement dated April 5, 2017, between North Suburban Young Men's Christian Association, an Illinois not-for-profit corporation ("Landlord") and TowerCo IV LLC (successor in interest to New Cingular Wireless PCS, LLC) ("Tenant") for a portion of the "Property" described in Exhibit A above, as such area is more particularly identified in the Ground Lease.

Recording Information, if any, set forth below:

- Recorded Memorandum of Lease dated December 18, 2013 and recorded on April 9, 2014 as Instrument Number 1409955047 of the official records of Cook County, Illinois.
- Recorded Assignment of Lease Agreement dated January 29, 2015 and recorded on July 22, 2015 as Instrument Number 1520339104 of the official records of Cook County, Illinois.
- Recorded Assignment and Assumption of Ground Lease Agreement dated January 4, 2016 and recorded on January 15, 2016 as Instrument Number 1601539039 of the official records of Cook County, Illinois.
- Recorded Amendment to Memorandum of Lease dated March 18, 2016 and recorded on March 29, 2016 as Instrument Number 1608915020 of the official records of Cook County, Illinois.

RECORDER OF DEEDS
COOK COUNTY

New Cingular Wireless PCS, LLC – 2705 Techny Rd

Special Permit Conditions (Ord. 2014-59)

A. Compliance with Plans. The development, use, and maintenance of the Property by the Applicant shall be in strict compliance with the following documents and plans, except for minor changes and site work approved by the Director of Development and Planning Services and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:
   i. Site Plan, sheet number C-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit B*** and, by this reference, made part of this Ordinance.
   ii. Compound Plan, sheet number C-2, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit C*** and, by this reference, made a part of this Ordinance.
   iii. Fence Details, sheet number C-3, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit D*** and, by this reference, made a part of this Ordinance.
   iv. Tower Elevation, sheet number A-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit E*** and, by this reference, made a part of this Ordinance.
   v. Antenna Details, sheet number A-4. consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10. 2014 attached as ***Exhibit F*** and, by this reference, made a part of this Ordinance.

RESPONSE: The wireless facility is compliant with the plans as set forth above, and amended for modifications and co-location of subsequent carriers.

B. Tower Height. The tower-style support antenna support structure to be constructed and operated by the Applicant on the Property ***("Tower")*** may not exceed 107 feet in height.

RESPONSE: The tower does not exceed 107' in height and is compliant with the zoning approvals received in 2015.

C. Number of Antennas. The number of panel antennas to be installed and maintained on the Tower by the Applicant may not exceed twelve (12).

RESPONSE: The number of panel antennas for each carrier/co-locator on the tower does not exceed a total of twelve.

D. Tower Construction. The Tower must be constructed, as certified by a licensed structural engineer at the time of building permit, to withstand wind forces of 150 miles per hour with no ice on the tower, and wind forces of 130 miles per hour with up to $^{3}/_{4}$" of ice on tower.

RESPONSE: The tower has been constructed to withstand wind forces as noted above and is compliant with the zoning approvals received in 2015.

E. Distance from Structure. The Tower may be constructed no closer than 15.5' to the existing principal building on the Property as measured from the center of the tower base to the existing building exterior wall.

RESPONSE: The tower complies with this requirement and the zoning approvals received in 2015. The Tower is not located closer than 15.5' to the existing buildings on the property.

F. Tower Platforms. The proposed platform for the Applicant's antennas, and all platforms for collocation carriers' antennas, may have a radius no greater than 7'-6" from the center of the Tower to the outside of the deck.

RESPONSE: The existing platform(s) do not have a radius greater than 7'-6" from the center of the tower. The radius of the proposed platforms are 7'-5".

G. Equipment Enclosure. The proposed brick equipment enclosure wall must be nine (9) feet in height, a height which is equal to the equipment cabinets being installed within the enclosed area.

RESPONSE: The existing brick enclosure is 9' in height as noted on page C-3 of the construction drawings dated 10-10-1014.

H. Color. The Tower and all antennae equipment mounted on the Tower must be painted one color. Future carriers' equipment must also be painted to match the color of the tower and antennae equipment installed on the Tower by the Applicant.

RESPONSE: The existing tower and antennae equipment is painted one color consistent with the zoning approvals received in 2015. All subsequent antennae has been painted to match.

I. Collocation. The Applicant shall make the Tower available for co-location for at least three additional carriers with no more than twelve antennae per carrier on commercially reasonable terms. The additional carriers shall contain all related equipment within the equipment enclosure area made available by the Applicant, and such equipment shall not exceed nine feet in height. Any such additional carrier may locate on the Tower upon compliance with the standards of Section 9-201 of the Northbrook Zoning Code (1988) as amended, standards of this Ordinance, and execution by that carrier of an unconditional agreement and consent in substantially the form of Exhibit G attached. The collocation of any additional carriers that do not comply with these standards shall require an amendment to this special permit.

RESPONSE: The tower is available for co-location. Since the zoning approval of 2015, T-Mobile, AT&T and Verizon have all co-located on the tower, with no more than twelve antennae per carrier. TowerCo entered into tenant leases with the carriers with commercially reasonable terms.

J. Compliance with Standards. Except as specifically provided for in this Ordinance, all antenna facilities permitted by this Ordinance shall be constructed, maintained, and operated in compliance with Section 9-201 of the Zoning Code, including specifically, but without limitation, Subsection 9-201 N, entitled "Abandonment and Removal" which provides as follows:

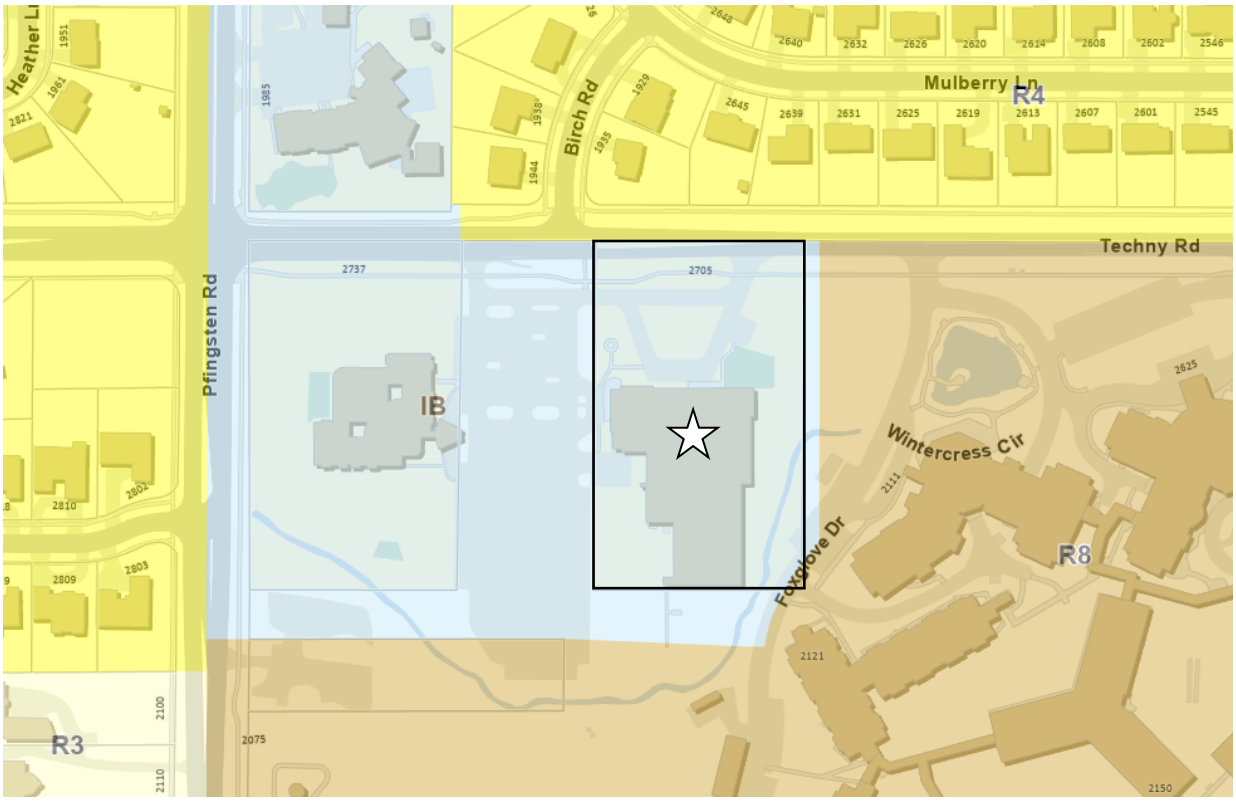
> When one or more antennas, an antenna support structure, or related equipment are not operated for the provision of personal wireless services for a continuous period of twelve (12) months or more, such antenna, antenna support structure, or related equipment may be deemed to be abandoned by the Village. The owner of such an antenna, antenna support structure. or related equipment shall remove such items within ninety (90) days following the mailing of written notice that removal is required. Such notice shall be sent by certified or registered mail, return receipt requested, by the Village to such owner at the last known address of such owner. If two or more providers of personal wireless services use the antenna support structure or related equipment to provide personal wireless services, then the period of non-use under this provision shall be measured from the cessation of operation at the location of such antenna support structure or related equipment by all such providers.

RESPONSE: TowerCo acknowledges and understands these standards and if the wireless facility is not operated for a continuous period of twelve (12) months, TowerCo certifies that it will remove the structure and attendant equipment within (90) days following notice of removal.

BOT-25-17: 2705 TECHNY ROAD
APPLICATION SUMMARY

Applicant:	TowerCo IV, LLC
Site Location:	2705 Techny Road
Requested Action:	Special permit renew a special permit to allow the continued operation of a personal wireless services antenna.
Proposal:	To continue operation of personal wireless services antenna.
Existing Zoning & Land Use:	IB Institutional Building District
Surrounding Zoning & Land Use:	North: R-4 Single Family Residential District South: R-8 Multi-Family Residential District East: R-8 Multi-Family Residential District West: I-B Institutional Building District
Comprehensive Plan Designation:	Institutional Facility

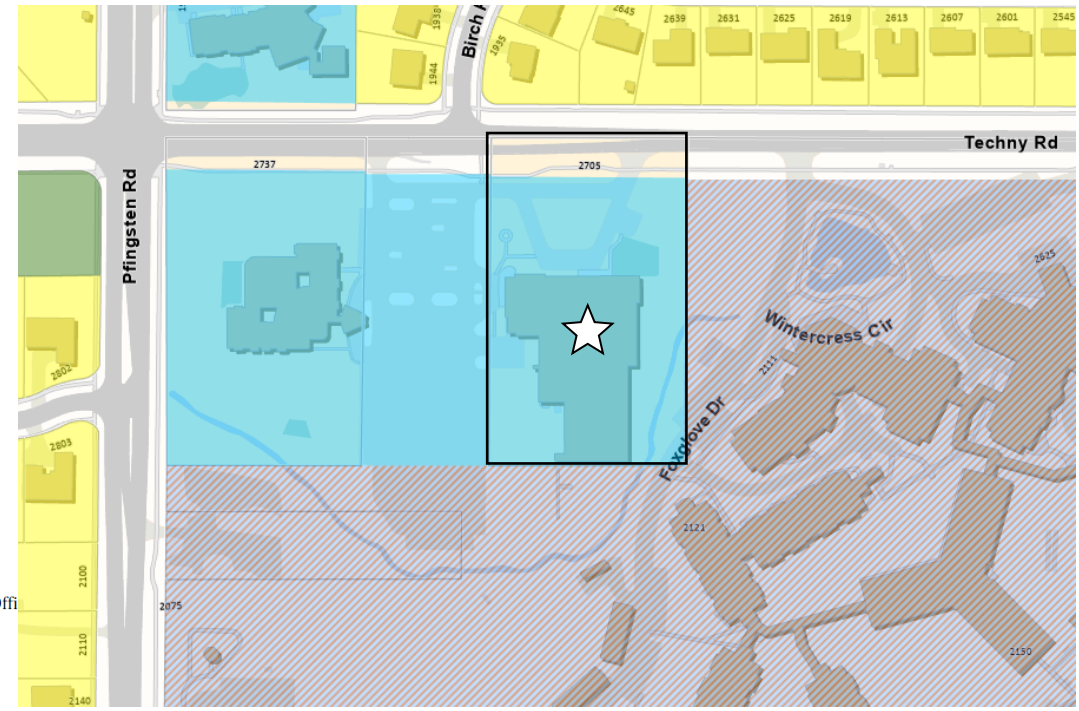
ZONING MAP



COMPREHENSIVE PLAN MAP

Legend

- Open Space & Outdoor Recreation
- Single Family
- Single Family Large Lot
- Multi-Family up to 6 DUA
- Multi-Family 6-9 DUA
- Multi-Family 9-15 DUA
- Multi-Family over 15 DUA
- Senior or Special Residential
- Government Facility
- Institutional Facility
- Neighborhood Office
- Neighborhood Edge 1
- Neighborhood Edge 2
- Office - Professional
- Office - Corporate/Corridor
- Community Retail
- Major Retail
- Industrial & Commercial Service
- General Industrial, Warehouse & Offi
- Major Industrial/Distribution
- Transportation, Comm. & Utilities
- Village Center Mixed Use
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area



1527329085

Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

Ordinance 2014-59

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

An Ordinance Granting Approval of a Special Permit for Personal Wireless Service Antennas on a Tower Style Antenna Support Structure (New Cingular Wireless Pcs, LLC – 2705 Techny) (Plan Commission Docket No. 14-03)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

New Cingular Wireless PCS, LLC ("***Applicant***") is a potential lessee of a portion of that certain real property located at 2705 Techny in the Village of Northbrook ("***Property***") and proposes to use the Property to construct and operate personal wireless service antennas located on a tower-style antenna support structure. The Property is owned by North Suburban Young Men's Christian Association, an Illinois not-for-profit organization ("***Owner***") and its principal use is as a membership sports facility. The Applicant has requested, among other relief, a special permit to allow a "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of District Height Limitations" (SIC No. 4810.02) on the Property in accordance with and pursuant to Section 11-602 and subject to the standards established in Section 9-201 of the Northbrook Zoning Code (1988), as amended ("***Zoning Code***") ("***Requested Relief***"). The Owner has consented to the application for the Requested Relief by the Applicant.

On November 11, 2014, the Board of Trustees adopted (i) Ordinance No. 14-58 amending the Northbrook Zoning Code (1988), as amended ("***Zoning Code***") to allow for a reduction in the required distance separation between a wireless tower and nearby structure by special permit approval and to allow for decks on wireless towers to have a radius in excess of six feet from the center of the tower by special permit approval.

Section 2. DESCRIPTION OF PROPERTY.

The Property, consisting of approximately 4.17 acres, is legally described in ***Exhibit A*** attached and, by this reference, made a part of this Ordinance. The Property is located within the IB Institutional Building District.

Section 3. PUBLIC HEARING.

A public hearing to consider the Applicant's Requested Relief was duly advertised on July 31, 2014 in the *Northbrook Star* and held at the Northbrook Plan Commission's regular meeting on August 19, September 16, and October 7, 2014. On October 21, 2014, the Plan Commission adopted Resolution No. 14-PC-11, recommending approval of the Applicant's Requested Relief.

Section 4. SPECIAL PERMIT.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit allowing the location and operation of a "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of IB Institutional Building District Height Limitations" (SIC No. 4810.02) is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL PERMIT CONDITIONS.

The special permit granted in Section 4 above shall be, and is hereby, expressly subject to and contingent upon the development, use, and maintenance of the Property in strict compliance with the following conditions:

A. Compliance with Plans. The development, use, and maintenance of the Property by the Applicant shall be in strict compliance with the following documents and plans, except for minor changes and site work approved by the Director of Development and Planning Services and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

i. Site Plan, sheet number C-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit B*** and, by this reference, made a part of this Ordinance.

ii. Compound Plan, sheet number C-2, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit C*** and, by this reference, made a part of this Ordinance.

iii. Fence Details, sheet number C-3, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit D*** and, by this reference, made a part of this Ordinance.

iv. Tower Elevation, sheet number A-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit E*** and, by this reference, made a part of this Ordinance.

v. Antenna Details, sheet number A-4, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as ***Exhibit F*** and, by this reference, made a part of this Ordinance.

B. Tower Height. The tower-style support antenna support structure to be constructed and operated by the Applicant on the Property ("***Tower***") may not exceed 107 feet in height.

C. Number of Antennas. The number of panel antennas to be installed and maintained on the Tower by the Applicant may not exceed twelve (12).

D. Tower Construction. The Tower must be constructed, as certified by a licensed structural engineer at the time of building permit, to withstand wind forces of 150 miles per hour with no ice on the tower, and wind forces of 130 miles per hour with up to ¾" of ice on tower.

E. Distance from Structure. The Tower may be constructed no closer than 15.5' to the existing principal building on the Property as measured from the center of the tower base to the existing building exterior wall.

F. Tower Platforms. The proposed platform for the Applicant's antennas, and all platforms for collocation carriers' antennas, may have a radius no greater than 7'-6" from the center of the Tower to the outside of the deck.

G. Equipment Enclosure. The proposed brick equipment enclosure wall must be nine (9) feet in height, a height which is equal to the equipment cabinets being installed within the enclosed area.

H. Color. The Tower and all antennae equipment mounted on the Tower must be painted one color. Future carriers' equipment must also be painted to match the color of the tower and antennae equipment installed on the Tower by the Applicant.

I. Collocation. The Applicant shall make the Tower available for co-location for at least three additional carriers with no more than twelve antennae per carrier on commercially reasonable terms. The additional carriers shall contain all related equipment within the equipment enclosure area made available by the Applicant, and such equipment shall not exceed nine feet in height. Any such additional carrier may locate on the Tower upon compliance with the standards of Section 9-201 of the Northbrook Zoning Code (1988) as amended, standards of this Ordinance, and execution by that carrier of an unconditional agreement and consent in substantially the form of Exhibit G attached. The collocation of any additional carriers that do not comply with these standards shall require an amendment to this special permit.

J. Compliance with Standards. Except as specifically provided for in this Ordinance, all antenna facilities permitted by this Ordinance shall be constructed, maintained, and operated in compliance with Section 9-201 of the Zoning Code, including specifically, but without limitation, Subsection 9-201 N, entitled "Abandonment and Removal" which provides as follows:

> When one or more antennas, an antenna support structure, or related equipment are not operated for the provision of personal wireless services for a continuous period of twelve (12) months or more, such antenna, antenna support structure, or related equipment may be deemed to be abandoned by the Village. The owner of such an antenna, antenna support structure, or related equipment shall remove such items within ninety (90) days following the mailing of written notice that removal is required. Such notice shall be sent by certified or registered mail, return receipt requested, by the Village to such owner at the last known address of such owner. If two or more providers of personal wireless services use the antenna support structure or related equipment to provide personal

wireless services, then the period of non-use under this provision shall be measured from the cessation of operation at the location of such antenna support structure or related equipment by all such providers.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permit and the variations unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the IB Institutional Building District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 6, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by this Section is given.

Section 7. AMENDMENT.

Any amendment to the special permit granted in Section 4 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

Section 8. TERM.

The relief granted in this Ordinance shall automatically expire, and the designated use shall terminate, ten years after the effective date of this Ordinance, the Applicant shall have requested, and the Corporate Authorities, in their sole and absolute discretion, shall have granted a renewal in accordance with Section 11-602 K of the Zoning Code.

Section 9. BINDING EFFECT; NON-TRANSFERABILITY.

The special permit granted in Section 4 of this Ordinance is for the sole benefit of, and shall inure to the benefit of, and is and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow such special permit to be transferred to any person or entity other than the Applicant without a new application for approval for any person or entity other than the Applicant, except as otherwise expressly provided in this Ordinance.

Section 10. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

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

ii. Publication in pamphlet form in the manner required by law;

iii. Filing by the Applicant and the Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Such unconditional agreement and consent shall be in the form attached to and, by this reference, incorporated into this Ordinance as ***Exhibit G***, and shall be executed by the Applicant;

iv. Recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicant shall bear the full cost of such recordation; and

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph A.iii above within 60 days after the date of passage of this Ordinance by the Board of Trustees, the Board of Trustees shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 11/11/2014

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	A.C. Buehler, Trustee
AYES:	Karagianis, Buehler, Heller, Ciesla, Israel, Frum
ABSENT:	Michael Scolaro

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and exact copy of the original

7-28-15
Date

Village Clerk

VILLAGE OF NORTHBROOK SEAL COOK COUNTY

EXHIBIT A

Legal Description of Property

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-16-300-008-0000

Commonly known as 2705 Techny Road, Northbrook, Illinois 60062

EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

The Special Permit granted by this Ordinance 2014-59 has been transferred to, and the obligations set forth herein have been accepted by. TowerCo 2013, LLC pursuant to Village of Northbrook Ordinance No. 2015-14 adopted February 24, 2015 and recorded in the Office of the Cook County Recorder on June 18, 2015 as Document No. 1516916006.

Ordinance 2014-59

An Ordinance Granting Approval of a Special Permit for Personal Wireless Service Antennas on a Tower Style Antenna Support Structure (New Cingular Wireless Pcs, LLC – 2705 Techny) (Plan Commission Docket No. 14-03)

Passed by the Board of Trustees, 11/11/2014
Printed and Published 11/12/2014

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

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

/s/ Debra J. Ford
Village Clerk

OVERSIZE EXHIBIT

Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

5 Doubles = 10
8 pages
18
72.00

FORWARD ORIGINAL DOCUMENT TO PLAT COUNTER IMMEDIATELY AFTER RECORDING FOR SCANNING

1527329085 Page 1 of 5

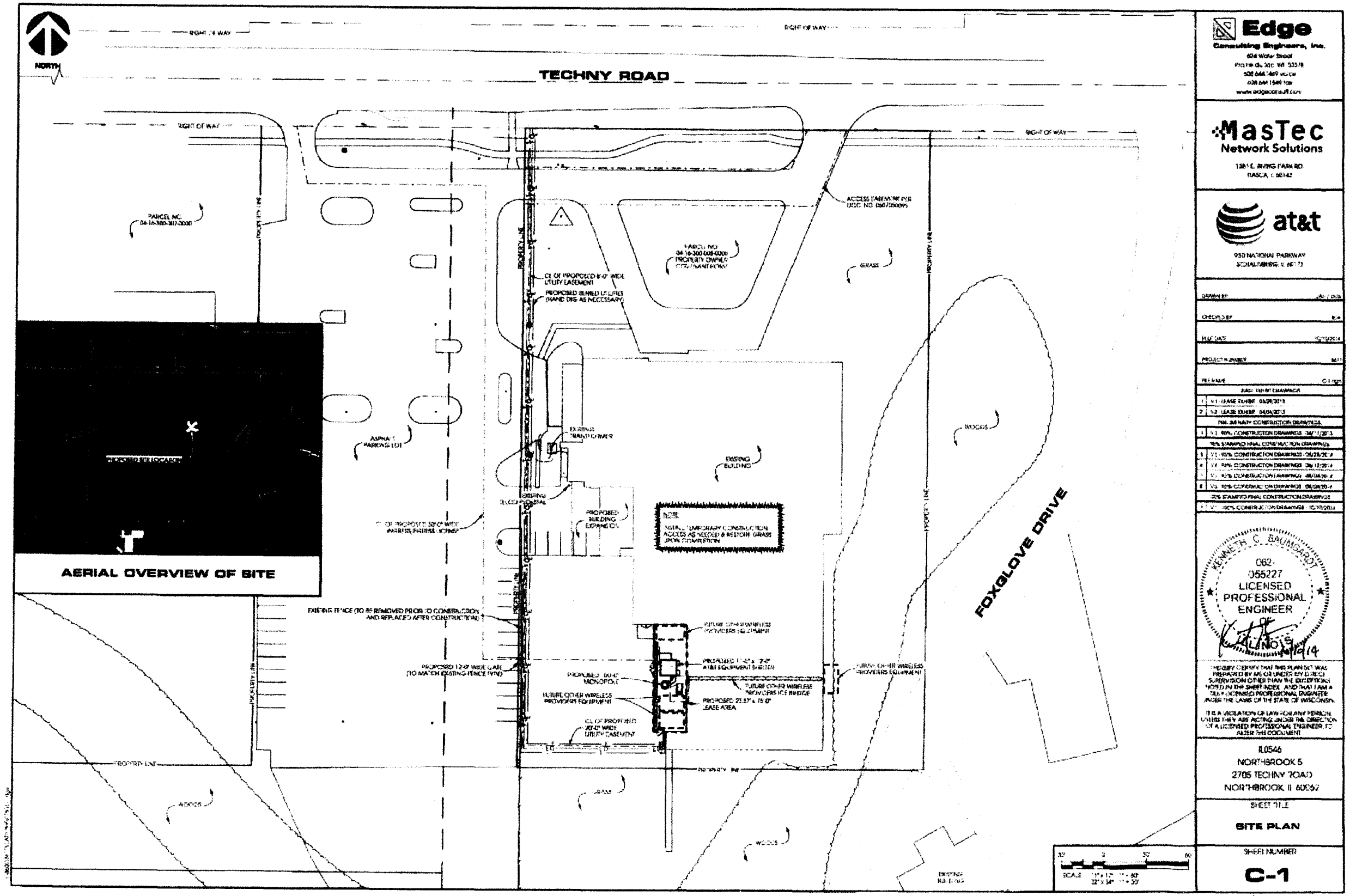
685

1527329085

Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

EXHIBIT B

Site Plan



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www.edgeconsult.com

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ITASCA, IL 60143

at&t
950 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

DRAWN BY		
CHECKED BY		
FILE DATE		
PROJECT NUMBER		
FILE NAME		
ZAC / ENTITLEMENT DRAWINGS		
1	V1 - ISSUE FOR REVIEW	08/29/2014
2	V2 - ISSUE FOR REVIEW	09/09/2014
PRE-JMT CONSTRUCTION DRAWINGS		
1	V1 - 60% CONSTRUCTION DRAWINGS	08/11/2014
60% STAMPED FINAL CONSTRUCTION DRAWINGS		
3	V2 - 90% CONSTRUCTION DRAWINGS	09/29/2014
4	V1 - 90% CONSTRUCTION DRAWINGS	09/12/2014
5	V1 - 90% CONSTRUCTION DRAWINGS	08/04/2014
6	V3 - 90% CONSTRUCTION DRAWINGS	08/04/2014
90% STAMPED FINAL CONSTRUCTION DRAWINGS		
1	V1 - 100% CONSTRUCTION DRAWINGS	10/17/2014

KENNETH C. BAUMGARDT
062-055227
LICENSED PROFESSIONAL ENGINEER
OF ILLINOIS
10/9/14

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IL0546
NORTHBROOK 5
2705 TECHNY ROAD
NORTHBROOK, IL 60062

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1

686

1527329085

Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

EXHIBIT C

Compound Plan

NORTH

NOTE:
FIELD VERIFY PRIVATE STORM SEWER DEPTH FOR CONCRETE STOOP EXCAVATION

EXISTING CONCRETE STOOP

FUTURE OTHER WIRELESS PROVIDERS EQUIPMENT

PROPOSED 4x4 TIMBER UTILITY RACK

HOFFMAN BOX TO HAVE DOUBLE SWING DOORS

PROPOSED UNDERGROUND UTILITY CONDUIT ROUTING, APPROXIMATELY 14' FROM EQUIPMENT TO UTILITY RACK

PROPOSED 11'-5" x 12'-0" AT&T EQUIPMENT SHELTER

PROPOSED TRUE POSITION GPS MOUNTED ON POST ICE BRIDGE POST

PROPOSED ICE BRIDGE

PROPOSED GENERATOR

PROPOSED 4'-0" WIDE WALKWAY

PROPOSED 6'-0" WIDE ACCESS GATE

C/L OF PROPOSED 30' WIDE INGRESS/EGRESS LICENSE

EXISTING BUILDING

FUTURE OTHER WIRELESS PROVIDERS ICE BRIDGE

PROPOSED 23'x25' (575 SF) LEASE AREA

FUTURE OTHER WIRELESS PROVIDERS EQUIPMENT

FUTURE OTHER WIRELESS PROVIDERS EQUIPMENT

PROPOSED 4' WIDE MAN GATE

PROPOSED 23'-3" FENCED COMPOUND

PROPOSED 25'x4" LEASE AREA

PROPOSED UNDERGROUND UTILITY CONDUIT ROUTING (APPROXIMATELY 338' IN LENGTH) VERIFY EXACT LOCATION WITH LOCAL UTILITY PROVIDER (HAND DIG AS NECESSARY)

PROPOSED TRANSFORMER, CABLE, FIBER, HANDHOLE AND TELCO PEDS (IF REQUIRED) VERIFY EXACT LOCATION WITH LOCAL UTILITY PROVIDERS

SITE OVERVIEW
(LOOKING NORTH)

SCALE: 1/16" = 1'-0"
22" x 34" 1"=1'-0"

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ITASCA, IL 60143

at&t
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

DRAWN BY	AM / DSB
CHECKED BY	RDH
PLOT DATE	09/10/2014
PROJECT NUMBER	8411
FILE NAME	C-2.dgn

	LEASE EXHIBIT DRAWINGS
1	V1 - LEASE EXHIBIT - 05/29/2013
2	V2 - LEASE EXHIBIT - 06/04/2013
	PRELIMINARY CONSTRUCTION DRAWINGS
1	V1 - 90% CONSTRUCTION DRAWINGS - 06/11/2013
	95% STAMPED FINAL CONSTRUCTION DRAWINGS
5	V5 - 95% CONSTRUCTION DRAWINGS - 09/26/2014
4	V4 - 95% CONSTRUCTION DRAWINGS - 09/12/2014
3	V3 - 95% CONSTRUCTION DRAWINGS - 08/06/2014
2	V2 - 95% CONSTRUCTION DRAWINGS - 06/04/2014
	90% STAMPED FINAL CONSTRUCTION DRAWINGS
1	V1 - 100% CONSTRUCTION DRAWINGS - 05/15/2014

KENNETH C. BAUMGARDT
062-055227
LICENSED PROFESSIONAL ENGINEER
OF ILLINOIS
9/19/14

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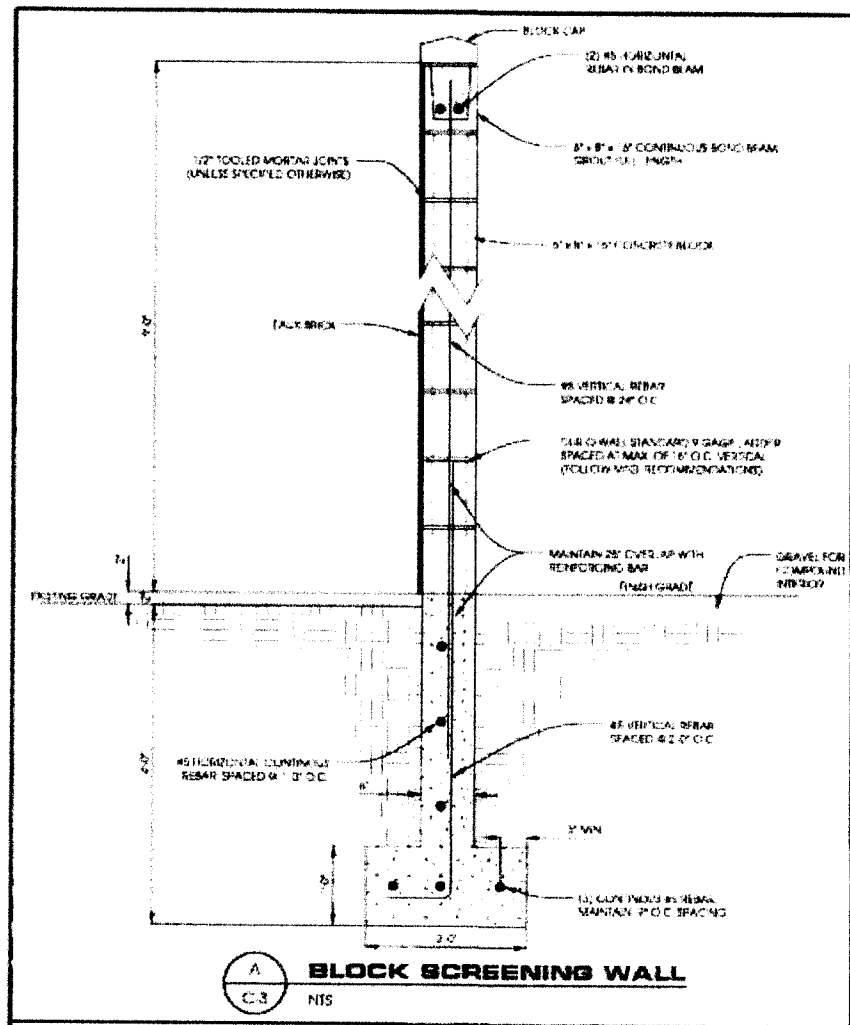
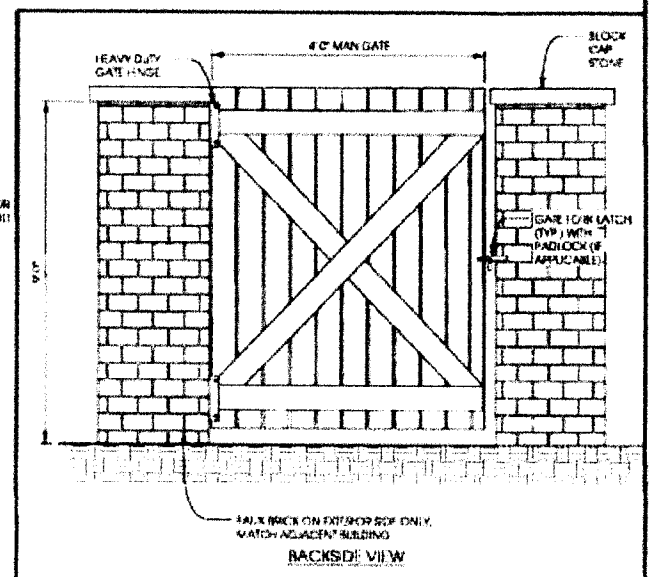
IL0566
NORTHBROOK 5
2705 TECHNY ROAD
NORTHBROOK, IL 60062

SHEET TITLE
COMPOUND PLAN

SHEET NUMBER
C-2



A C-3 **BLOCK SCREENING WALL**
NTS



B C-3 **MAN GATE DETAIL**
NTS

NOTE

GROUT COMPRESSIVE STRENGTH (f'c) = 2000 PSI (MIN.)
STEEL YIELD STRENGTH (fy) = 60,000 PSI
COMPRESSIVE STRENGTH OF MASONRY SYSTEM (f'm) = 1500 PSI

COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS AND TYPE OF MORTAR USED IN CONSTRUCTION

TYPE 'M' OR 'S' MORTAR	TYPE 'N' MORTAR	NET AREA COMPRESSIVE STRENGTH
1250	1300	1900
1900	2150	2800
2800	3050	4000
3750	4050	5300
4600	5250	6900

* FOR UNITS OF LESS THAN 4" HEIGHT, USE 80 PERCENT OF THE VALUES LISTED

CONCRETE NOTES

ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE W/ LOCAL BUILDING CODE REQUIREMENTS AND MOST CURRENT VERSION OF ACI STANDARDS

ALL CONCRETE UNLESS SPECIFICALLY NOTED SHALL BE NORMAL WEIGHT (145 PCF) AND SHALL ACHIEVE A 28-DAY COMPRESSIVE STRENGTH (f'c) OF 3,000 PSI

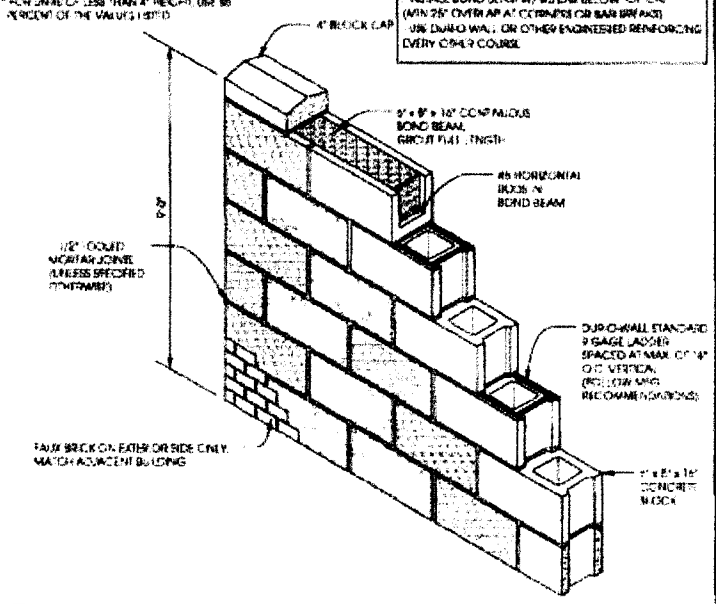
ALL REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 STEEL AND PLACED IN ACCORDANCE W/ ACI AND CONCRETE MASONRY STANDARDS W/ 1" MIN. COVERAGE

NOTE

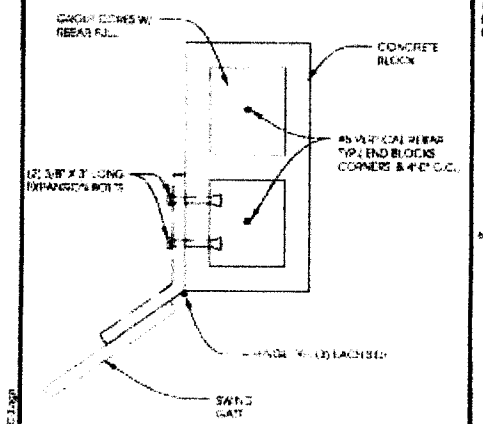
FILL AND REINFORCE BOTH CORES AT THE WALL ENDS AND CORNERS W/ #5 BAR

FILL CORES AND REINFORCE WITH #5 VERTICAL BAR EVERY 4'-0" O.C. MIN.

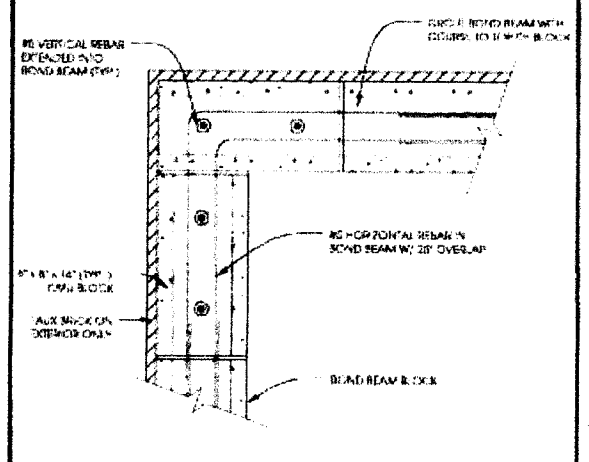
INSTALL BOND BEAM W/ #5 BAR BELOW TOP COAT (WITH 2'6" OVER AP AT CORNERS OR BAR BENT AT 90° USE DUREO WALL OR OTHER ENGINEERED REINFORCING EVERY OTHER COURSE



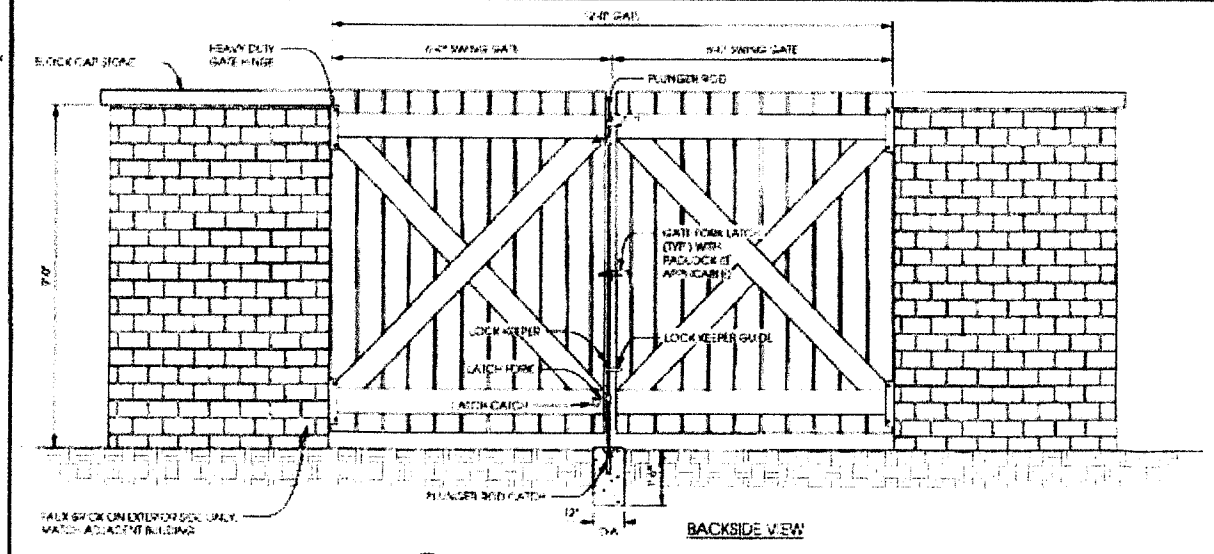
C C-3 **BLOCK SCREENING WALL (PROFILE VIEW)**
NTS



D C-3 **ANCHOR GATE DETAIL**
11"X17" - 1" = 1'-0"
22X34 - 1" = 1'-0"



E C-3 **BOND BEAM AT CORNERS**
11"X17" - 1" = 1'-0"
22X36 - 1" = 1'-0"



I C-3 **BLOCK SCREENING WALL**
NTS

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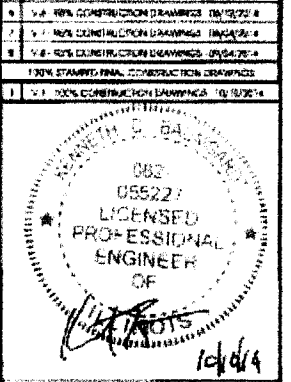
DRAWN BY	JAT / DCP
CHECKED BY	BDK
ISSUE DATE	08/10/2015
PROJECT NUMBER	5011
FILE NAME	5011-001

	LAST ISSUED DRAWINGS	
1	V.1 - LEASE EXHIBIT	08/24/2015
2	V.2 - LEASE EXHIBIT	08/26/2015
	PRELIMINARY CONSTRUCTION DRAWINGS	
	V.1 - 90% CONSTRUCTION DRAWINGS	09/11/2015
	90% STAMPED FINAL CONSTRUCTION DRAWINGS	
5	V.1 - 95% CONSTRUCTION DRAWINGS	09/28/2015
6	V.2 - 95% CONSTRUCTION DRAWINGS	09/30/2015
7	V.1 - 100% CONSTRUCTION DRAWINGS	10/5/2015
8	V.2 - 100% CONSTRUCTION DRAWINGS	09/04/2015
	100% STAMPED FINAL CONSTRUCTION DRAWINGS	
1	V.1 - 100% CONSTRUCTION DRAWINGS	10/30/2015



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L0546
NORTHBROOK 5
2705 TECHNY ROAD
NORTHBROOK, IL 60062

SHEET TITLE
FENCE DETAILS

SHEET NUMBER
C-3

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1527329085

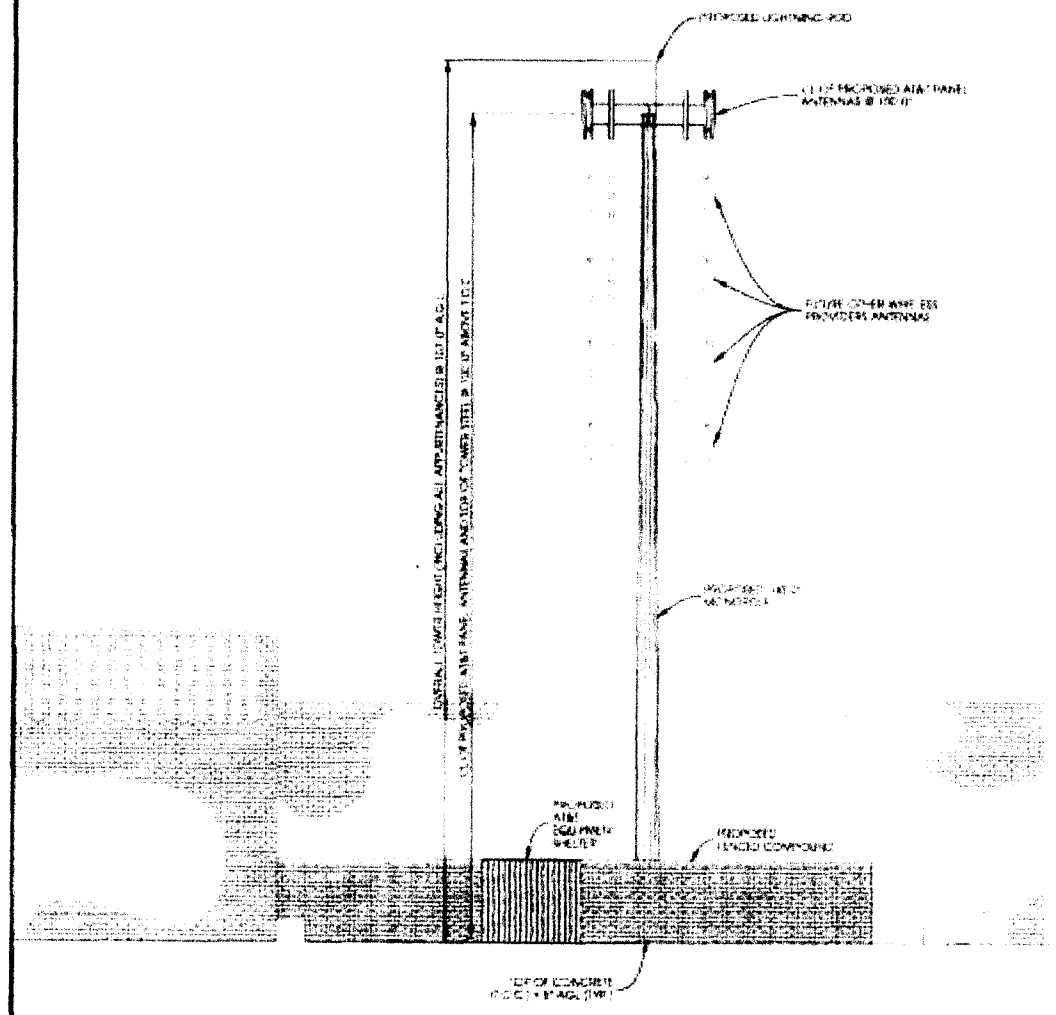
Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

EXHIBIT D

Fence Details

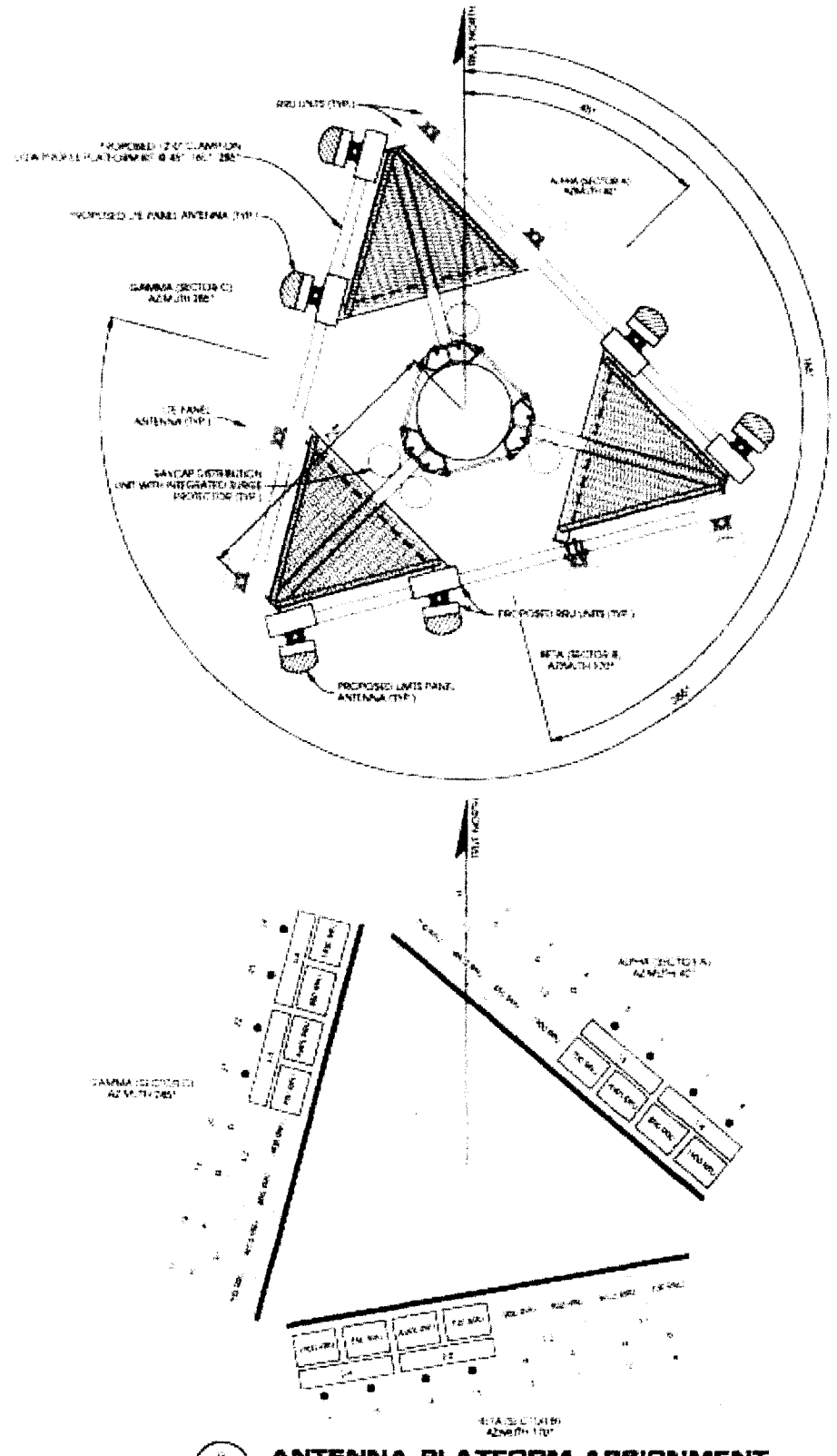
NOTES

1. CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER
2. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH
3. TOWER DESIGN BY OTHERS. CONTRACTOR TO THOROUGHLY REVIEW THE TOWER PLANS PRIOR TO BIDDING AND INSTALLATION



A / A-1 **TOWER PROFILE (WEST ELEVATION)**

SCALE: 1" = 12'-0" 1" = 50'
22" x 34" 1" = 1'0"



B / A-1 **ANTENNA PLATFORM ASSIGNMENT**

SCALE: NTS

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Consulting Engineers, Inc.
424 Water Proof
Eagle (S) Rd. WI 53119
608.644.1449 voice
608.644.1545 fax
www.edgecat.com

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Network Solutions
1351 E. IRVING PARK RD
ITASCA, IL 60 43

at&t
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

DRAWN BY	
CHECKED BY	
PLOT DATE	
PROJECT NUMBER	
FILE NAME	

LEASE EXHIBIT DRAWINGS

	V1	LEASE EXHIBIT 5/29/2015
2	V2	LEASE EXHIBIT 9/8/2015

PRELIMINARY CONSTRUCTION DRAWINGS

1	V1	90% CONSTRUCTION DRAWINGS 9/17/2015

90% SUBMITTAL FINAL CONSTRUCTION DRAWINGS

	V2	90% CONSTRUCTION DRAWINGS 9/30/2015
5	V3	90% CONSTRUCTION DRAWINGS 10/7/2015
	V4	90% CONSTRUCTION DRAWINGS 10/15/2015
6	V5	90% CONSTRUCTION DRAWINGS 10/19/2015

100% SUBMITTAL FINAL CONSTRUCTION DRAWINGS

7	V1	100% CONSTRUCTION DRAWINGS TO TOWER A

KENNETH E. BAUMGART
062027
LICENSED PROFESSIONAL ENGINEER
OF ILLINOIS
10/19/15

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IL0546
NORTHBROOK 5
2705 TECHNY ROAD
NORTHBROOK, IL 60062

SHEET TITLE
TOWER ELEVATION

SHEET NUMBER
A-1

1527329085
Doc#: 1527329085 Fee: $72.0
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 1

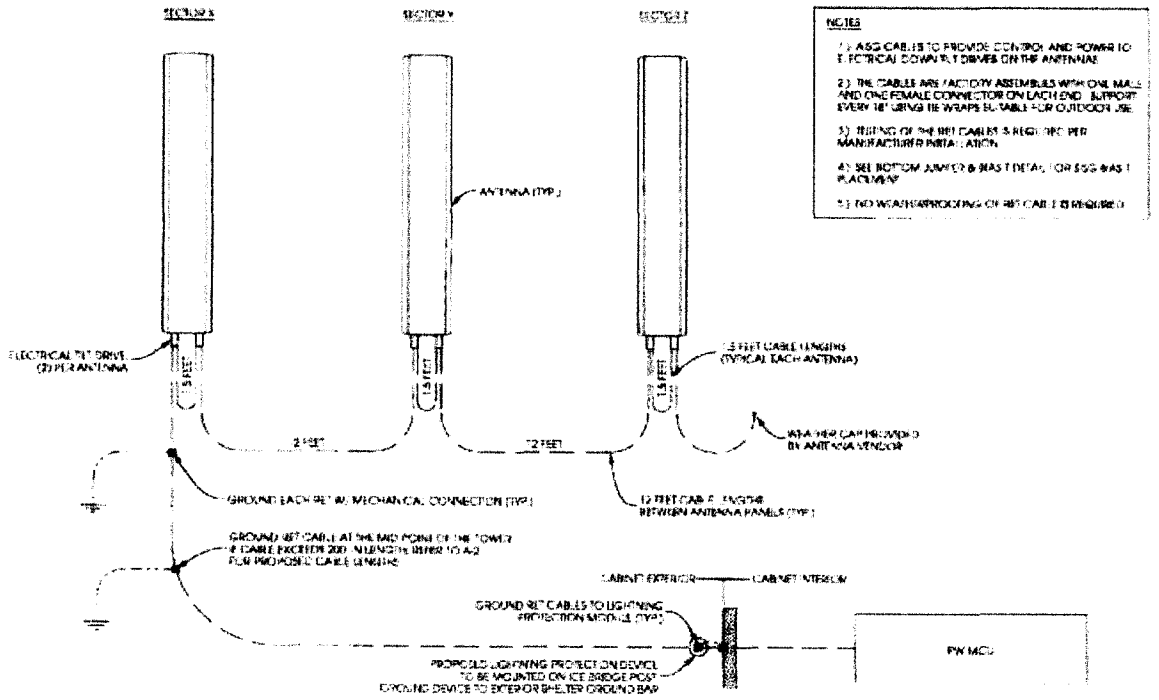
EXHIBIT E

Tower Elevation

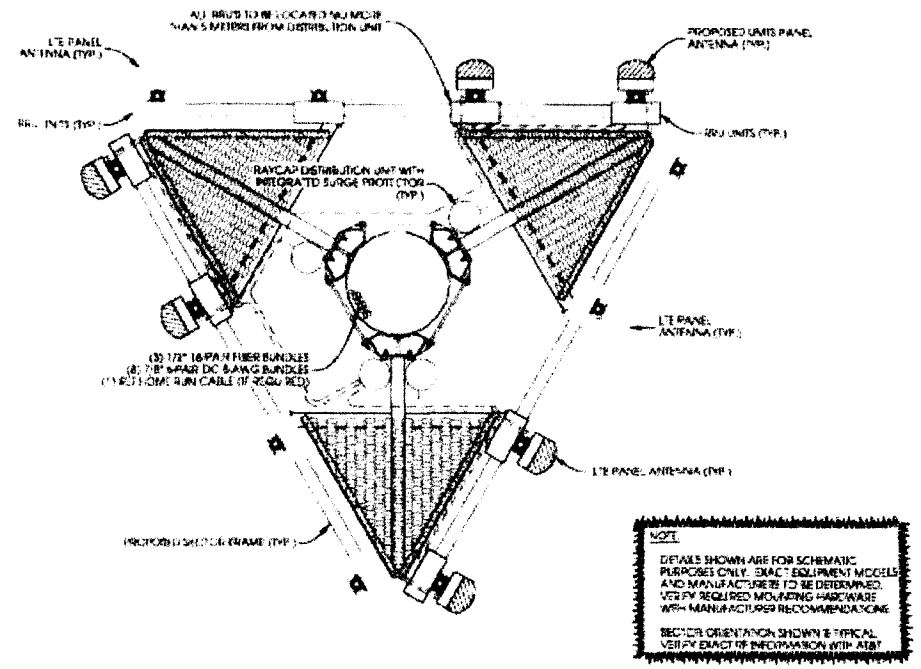
1527329085
Doc#: 1527329085 Fee: $72.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 09/30/2015 02:51 PM Pg: 1 of 18

EXHIBIT F

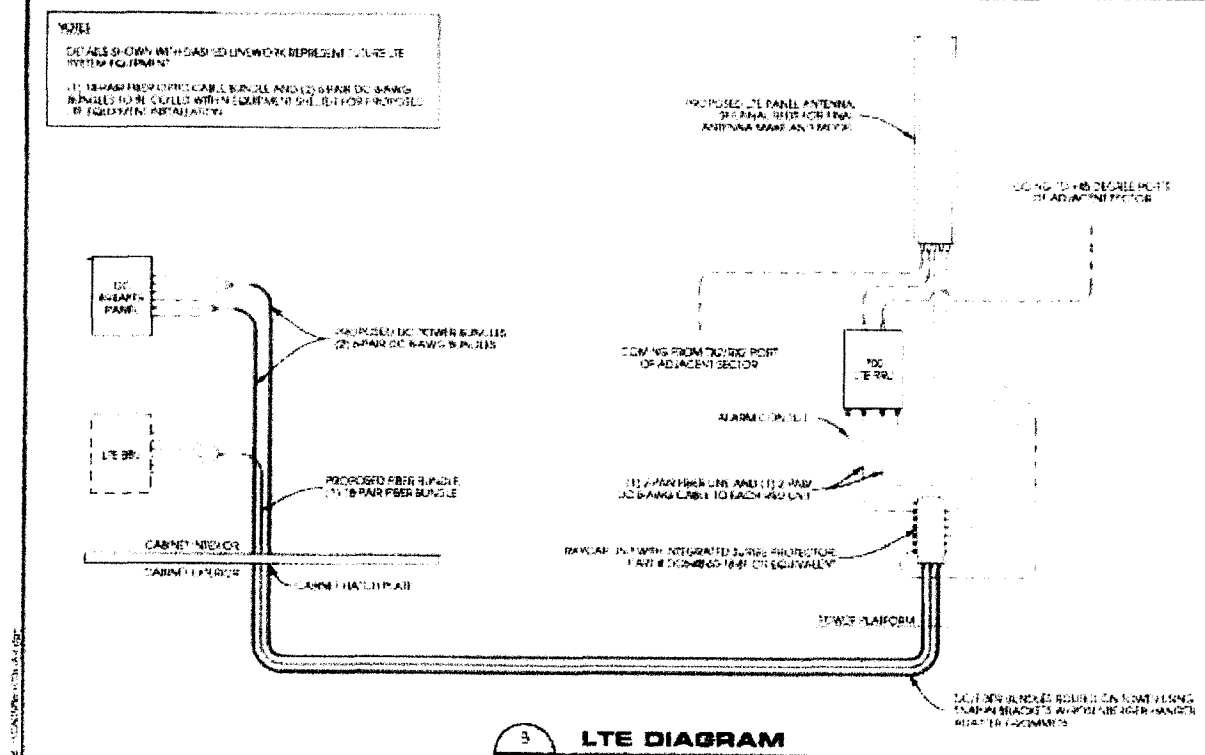
Antenna Details



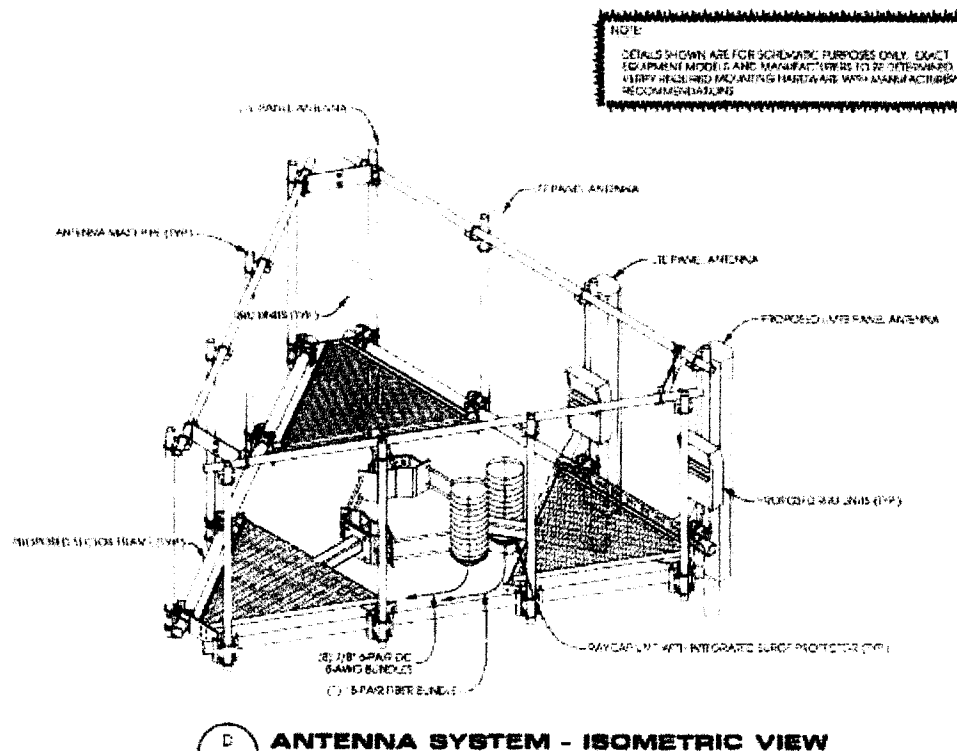
A A-4 **RET CONTROL DIAGRAM**
SCALE: NTS



C A-4 **ANTENNA SYSTEM - PLAN VIEW**
SCALE: NTS



3 A-4 **LTE DIAGRAM**
SCALE: NTS



D A-4 **ANTENNA SYSTEM - ISOMETRIC VIEW**
SCALE: NTS

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ITASCA, IL 60143

at&t
900 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

DRAWN BY	JM / DCH
CHECKED BY	SFH
PLOT DATE	09/01/2015
PROJECT NUMBER	4611
FILE NAME	A-4.dwg

	LEASE EXHIBIT DRAWINGS	
1	V1 - LEASE EXHIBIT	08/29/2013
2	V2 - LEASE EXHIBIT	04/09/2014
3	PRELIMINARY CONSTRUCTION DRAWINGS	
1	V1 - 90% CONSTRUCTION DRAWINGS	09/17/2013
1	95% STAMPED FINAL CONSTRUCTION DRAWINGS	
B	V2 - 90% CONSTRUCTION DRAWINGS	05/30/2014
B	V4 - 90% CONSTRUCTION DRAWINGS	08/13/2014
C	V1 - 90% CONSTRUCTION DRAWINGS	08/04/2014
B	V3 - 95% CONSTRUCTION DRAWINGS	07/24/2014
2	95% STAMPED FINAL CONSTRUCTION DRAWINGS	
1	V1 - 100% CONSTRUCTION DRAWINGS	08/18/2014

KENNETH C. BAUMGARDT
062
055227
LICENSED PROFESSIONAL ENGINEER
OF
ILLINOIS
10/01/14

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NORTHBROOK 5
2705 TECHNY ROAD
NORTHBROOK, IL 60062

SHEET TITLE
ANTENNA DETAILS

SHEET NUMBER
A-4

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1516916006

Doc#: 1516916006 Fee: $50.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 06/18/2015 10:58 AM Pg: 1 of 7

Ordinance 2015-14

An Ordinance Approving a Minor Modification to a Special Permit For Personal Wireless Service Antennas On a Tower Style Antenna Support Structure

Passed by the Board of Trustees, 2/24/2015
Printed and Published 2/25/2015

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

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

/s/ Debra J. Ford
Village Clerk

CCRD REVIEWER

Ordinance 2015-14

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 Approving a Minor Modification to a Special Permit For Personal Wireless Service Antennas On a Tower Style Antenna Support Structure

shall be, and is hereby, adopted as follows:

Section 1. Background.

On November 11, 2015, the President and Village Board of the Village of Northbrook approved Ordinance 2014-59 which granted a special permit allowing the location and operation of "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of District Height Limitations" (SIC No. 4810.02) on a portion of that certain real property located at 2705 Techny in the Village of Northbrook ("***Property***"). Ordinance 2014-59 was granted to New Cingular Wireless PCS, LLC ("***Applicant***") which had entered into a lease with the North Suburban Young Men's Christian Association, which is the owner of the Property ("***Owner***").

As contemplated in the application to the Village, the Applicant has now assigned its lease for the Property to TowerCo 2013, LLC, a Delaware limited liability company ("***TowerCo***"). The Owner and TowerCo have requested that the Village acknowledge the assignment in the form of a modified special permit to allow TowerCo to construct and operate the proposed wireless tower on the Property, on the condition that TowerCo agree and consent to all of the terms, conditions, and requirements set forth in Ordinance 2014-59.

The President and Village have determined that the transfer requested by TowerCo constitutes a minor modification of Ordinance 2014-59 and that the modification would be in the best interest of the Village and the public.

Section 2. Description of Property.

The Property, consisting of approximately 4.17 acres, is legally described in ***Exhibit A*** attached and, by this reference, made a part of this Ordinance. The Property is located within the IB Institutional Building District.

Section 3. Transfer of Special Permit.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of Ordinance 2014-59, and Section 4 of this Ordinance, the transfer of the special permit **TowerCo allowing the location and operation of a "Personal Wireless Services Antennas Located on** Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of IB Institutional Building District Height Limitations" (SIC No. 4810.02) originally granted by Ordinance 2014-59 shall be and is hereby acknowledged, accepted, and approved.

Section 4. Effect and Conditions of Transfer.

All provisions and conditions of Ordinance 2014-59 shall remain in full force and effect, and shall, after the execution of the unconditional agreement and consent attached to this ordinance as ***Exhibit B***, inure to the benefit of TowerCo. After TowerCo has executed the unconditional agreement and consent and taken possession of the Property, the Applicant shall be released from its obligations under Ordinance 2014-59.

Section 5. Effective Date.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

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

ii. Publication in pamphlet form in the manner required by law;

iii. Filing by TowerCo and the Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and Ordinance 2014-59. Such unconditional agreement and consent shall be in the form attached to and, by this reference, incorporated into this Ordinance as ***Exhibit B***, and shall be executed by the Applicant;

iv. Recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph A.iii above within 60 days after the date of passage of this Ordinance by the Board of Trustees, the Board of Trustees shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 2/24/2015

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	Todd Heller, Trustee
AYES:	Karagianis, Buehler, Scolaro, Heller, Ciesla, Israel, Frum

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

EXHIBIT A

Legal Description of Property

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-16-300-008-0000

Commonly known as 2705 Techny Road, Northbrook, Illinois 60062

EXHIBIT B

Unconditional Agreement and Consent of Applicant and Village

TO: The Village of Northbrook, Illinois (*"Village"*):

WHEREAS, On November 11, 2015, the President and Village Board of the Village of ***Northbrook approved Ordinance 2014-59 which granted a special permit allowing the location and*** operation of "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of District Height Limitations" (SIC No. 4810.02) on a portion of that certain real property located at 2705 Techny in the Village of Northbrook (*"Property"*); and

WHEREAS, Ordinance 2014-59 was granted to New Cingular Wireless PCS, LLC (*"Applicant"*) which had entered into a lease with the North Suburban Young Men's Christian Association, the owner of the Property (*"Owner"*); and

WHEREAS, Applicant has assigned its lease for the Property to TowerCo 2013, LLC, a Delaware limited liability company (*"TowerCo"*) and the Owner and TowerCo have requested that the Village modify the special permit granted by Ordinance 2014-59 to allow TowerCo to construct and operate the proposed wireless tower on the Property on the condition that TowerCo agree and consent to all of the terms, conditions, and requirements set forth in Ordinance 2014-59; and

WHEREAS, Ordinance 2015-14, adopted by the President and Board of Trustees of the Village of Northbrook on February 24, 2015 (*"Ordinance"*), grants approval of the transfer of the special permit granted by Ordinance 2014-59 to TowerCo; and

WHEREAS, TowerCo and Owner desire to evidence to the Village their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in Ordinance 2014-59 and Ordinance 2015-14.

NOW, THEREFORE, TowerCo and Owner do hereby agree and covenant as follows:

1. TowerCo shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of Ordinance 2014-59 adopted by the Village Board of Trustees November 11, 2014, and Ordinance 2015-14, adopted by the Village Board of Trustees on February 24, 2015 (collectively, the *"Ordinances"*).

2. TowerCo acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure TowerCo against damage or injury of any kind and at any time.

3. TowerCo acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinances, has considered the possibility of the revocation provided for in the Ordinances, and agrees not to

challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to TowerCo required by Section 7 of Ordinance 2014-59 is given.

4. TowerCo agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinances, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by TowerCo of its obligations under this Unconditional Consent and Agreement.

5. TowerCo shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Owner shall, and does hereby, consent to the recording of the Ordinance against the Property.

ATTEST:

By: _____

Its: V.P Real Estate

TOWERCO 2013, LLC, a Delaware limited liability company

By: _____

Its: COO

SUBSCRIBED and **SWORN** to before me this 2nd day of June, 2015.

Charlotte White

Notary Public

CHARLOTTE WHITE
Notary Public, North Carolina
Wake County
My Commission Expires
April 06, 2018

ATTEST:

By: _____

Its: Chief Business Officer

NORTH SUBURBAN YOUNG MEN'S CHRISTIAN ASSOCIATION, an Illinois not-for-profit corporation

By: _____

Its: CEO

SUBSCRIBED and **SWORN** to before me this 3rd day of June, 2015.

Barbara L Savino

Notary Public

OFFICIAL SEAL
BARBARA L SAVINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/17/18

December 9, 2025

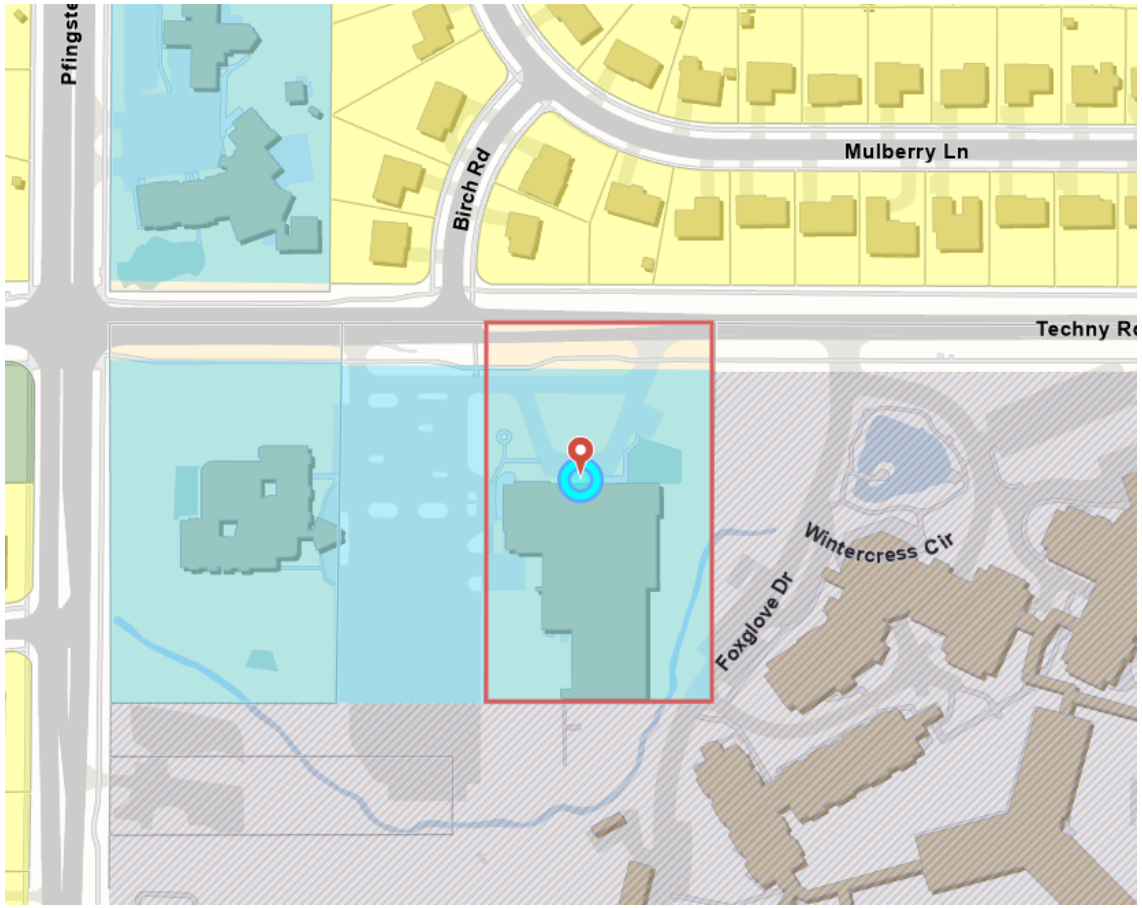
2705 Techny Road: Special Permit Renewal Public Hearing

Northbrook Board of Trustees Meeting

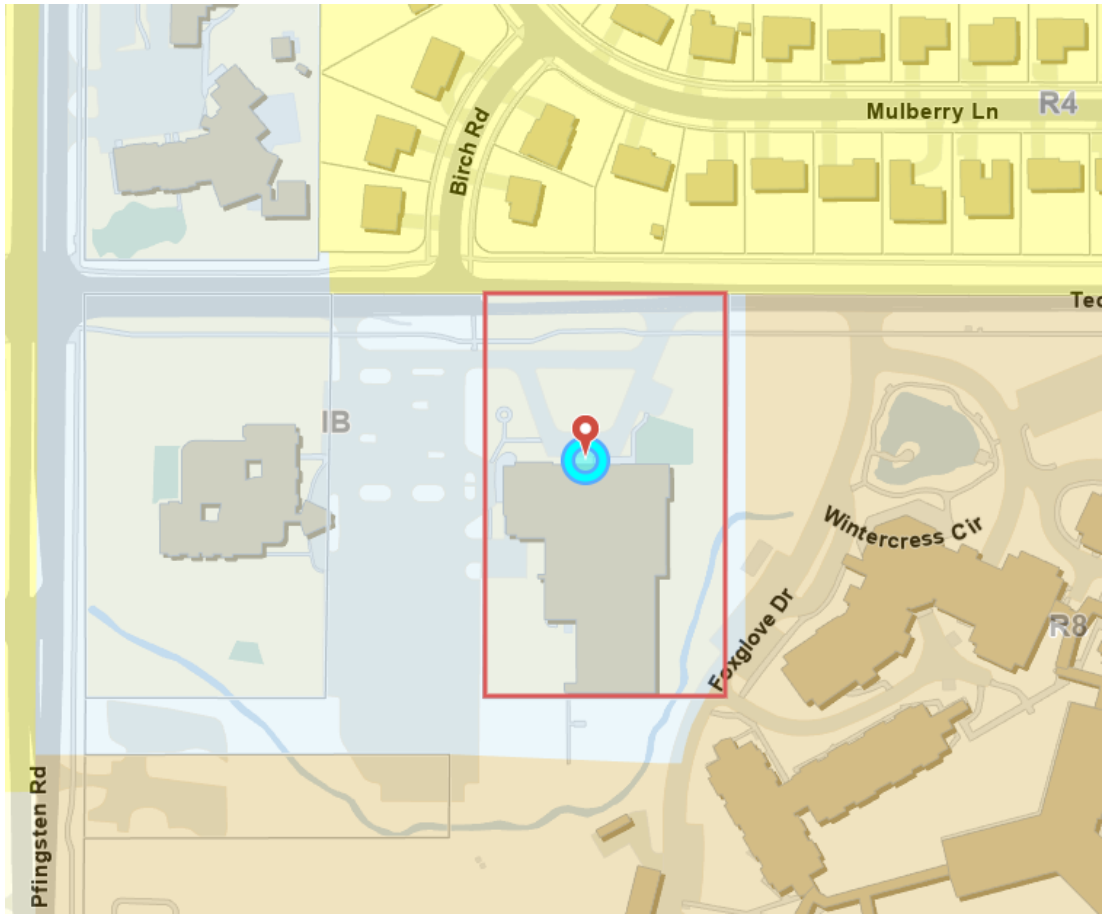
Existing Conditions

2705 Techny Road

Comprehensive Plan Designation
Institutional Facility



Zoning Map
IB Institutional Building District



Items to Consider

Items to Consider

1) Is it appropriate to renew the special permit for a personal wireless services facility on the Subject Property?

2) If so, should there be any operational limitations placed on the use?

December 9, 2025

2705 Techny Road: Special Permit Renewal Public Hearing

Northbrook Board of Trustees Meeting

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: A Public Hearing to Amend Ordinance No. 2012-36 for an Assisted Living Facility at 1000 Sunset Ridge Road

Overview
The owner is seeking to amend special permit Ordinance No. 2012-36 to remove the requirement for Board of Trustees approval for changes to the operator.

Fiscal Impact
N/A.

Recommendation
Conduct a Public Hearing.

Background
The Village Board will hold a public hearing on December 9, 2025 to consider an application submitted by BMSH I Northbrook IL, LLC, as owner of 1000 Sunset Ridge Road, requesting to amend Ordinance No. 2012-36 to remove the requirement for Village Board of Trustees approval for transfer of operators for the senior living facility. The owner has indicated that it agrees to notify the Village of any future new operators and acknowledges that the other conditions in the ordinance will remain in effect.

This application was filed under the recently adopted new Zoning Code.

The primary issues for the Board of Trustees to consider when reviewing the request are:
- Is it appropriate to amend the original ordinance to eliminate the requirement for Board of Trustees approval for change in operators?

The application was properly noticed on the Village of Northbrook public notice webpage on November 19, 2025. The owner also provided proof of completing the required mailed notice to surrounding property owners, as well as proof of posting a sign on the property indicating the requested relief and the date and time of the public hearing. To date, staff has not received any public comments on the application.

The Subject Property is noted as being:
- zoned RS Residential Specialty District;
- located on the west side of Sunset Ridge Road, south of Skokie Boulevard;

- designated appropriate for Major Corridor Multi- Use in the Comprehensive Plan;
- surrounded by O-2 Limited Office zoning on all sides;
- not located within the 100-year flood plain; and
- not located within proximity to a recent stormwater project area as identified in the Master Stormwater Management Plan.

Under the new Zoning Code process, there are three categories for amending a previously approved special permit ordinance: administrative amendments, minor amendments, and major amendments. The administrative amendments are handled administratively and are applicable to similar or reduced intensity and maintaining all restrictions established in the originally approved ordinance. A minor amendment involves no substantial impact on the neighboring properties, or the general public, while a major amendment encompasses all other requests.

The proposed amendment is considered a minor amendment of the previously approved special permit ordinance and thus only requires a public hearing conducted by the Board of Trustees without a requirement of a preliminary review. The removal of a prior condition in the ordinance is what triggers the requirement of the public hearing before the Board of Trustees.

In reviewing an amendment to a special permit ordinance it is important to continue to consider the applicable review criteria:

- The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.
- The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the public health, safety and general welfare.
- The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.
- The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.
- The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.
- The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The applicant has provided a written response to the above list of criteria attached to this report for review.

The applicant and staff will be available at the December 9, 2025 regular meeting to answer any questions.

Supplemental - Formal Application - 1000 Sunset Ridge (compiled)
Supplemental - Previously Approved Ordinances 1000 Sunset Ridge

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, contact the Development & Planning Services Department of Northbrook to determine if your application requires a Preliminary Review by the Board of Trustees. 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:

☑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions for naming files).**

Applicant Information

Legal Name BMSH I Northbrook IL LLC

Company c/o Senior Lifestyle Corporation

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Primary Contact Person

Name Jerrold Frumm

Company Senior Lifestyle Corporation

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Consultants *(as applicable)*

Attorney

Name Katie Jahnke Dale

Company DLA Piper LLP (US)

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Architect/Planner

Name

Company

Address

City, State, Zip

Phone No.

Email

Civil Engineer

Name

Company

Address

City, State, Zip

Phone No.

Email

Other

Name

Company

Address

City, State, Zip

Phone No.

Email

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

Site Location/Address: 1000 Sunset Ridge Road

Property Index Numbers: 04-11-203-035-0000; 04-11-203-037-0000; 04-11-203-038-0000; 04-11-203-040-0000; 04-11-203-041-0000; 04-11-203-047-0000; 04-11-203-057-0000

Size of Property: 7.19 acres (square feet/acres)

Size of Building Space, if applicable: 175,450 sf. (square feet)

Comprehensive Plan Land Use Designation[1]: Major Corridor Multi-Use

Current Zoning: RS - Residential Specialty District; Special Permit Ord. Nos. 2012-36 / 2016-56 / 2017-62

Current Use of the Property: Assisted Living Facility/Senior Housing Community

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

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

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☐ Special Permit for _____
- ☐ Renewal of Special Permit Ord. No. _____
- ☑ Amendment to Existing Special Permit
  Ord. No. 2012-36 / 2016-56 / 2017-62
- ☐ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☐ Zoning Variation (in conjunction with other relief) for _____
- ☐ Planned Development
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☐ Other _____

☑ **Plat of Survey & Parcel Legal Description(s)**

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☑ **Conformity with Comprehensive Plan**

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☑ **Surrounding Property Owners Addresses**

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page 9 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: BMSH I Northbrook IL LLC

Primary Contact: Jerrold Frumm

Address [redacted]

City, State, Zip [redacted]

Phone No. [redacted]

Email [redacted]

Proposed Property Owner Information

Legal Name:

Primary Contact: Same as current property owner

Address

City, State, Zip

Phone No.

Email

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- ☑ Deed
- ☐ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☑ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☑ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☑ Owner (see the previous box)
- ☐ Real Estate Contract
- ☐ Lease
- ☐ Other

☐ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☐ Special Permit Worksheet
- ☐ Site Plan Approval Worksheet
- ☐ Zoning Code Text Amendment Worksheet
- ☐ Zoning Variation Worksheet
- ☐ Planned Development Worksheet
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☐ Plat of Consolidation Worksheet

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.

$ 250 Amount of Non-Refundable Fee

$ 2500 Amount of Escrow

$ 2750 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:** ____

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.

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: Jerrold H. Frumm **Date** 11-13-25
Print Name & Title: JERROLD H. FRUMM, MANAGER
Signatures of Property Owner(s): Jerrold H. Frumm **Date** 11-13-25
Print Name & Title: JERROLD H. FRUMM, MANAGER **Property Address:** 1000 SUNSET RIDGE ROAD
****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: BMSH I Northbrook IL JV Company, LLC

Address: [redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

ATTACHMENT B - Proposed Property Owner (if applicable) – Beneficial Interest

Please check which of the following describes the proposed property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If the **proposed property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **proposed property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If **proposed property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **proposed property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

❑ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
❑ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: BMSH I Northbrook IL JV Company, LLC

[redacted]

Ownership or Trust Interest: 100 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Application Fees

The Annual Fee Ordinance of the Village of Northbrook establishes the filing fees for all zoning and subdivision applications. These recoverable expenses include Village Attorney fees, Village staff time, public notices, and a fee of $50 for each Plan Commission or Board of Trustees public meeting during which the matter is reviewed. All requisite fees must be submitted with the application. The following is a summary of required filing fees:

	Standard Fee & Escrow		Your Application Fee & Escrow	
	Non-Refundable Fee	**Escrow**	**Non-Refundable Fee**	**Escrow**
ZONING CODE RELIEF				
Appeal, Exception, & Residential Variation	$350.00	-		
Non-Residential Variation	$600.00	-		
Zoning Code Text Amendment				
S.I.C. Text Amendment	$ 250.00	$ 1000.00		
Other Text Amendment	$ 250.00	$ 2,500.00		
Creation of New Zoning District or Other Major Code Amendment	$ 250.00	$ 10,000.00		
Special Permit				
Initial Application or Amendment Involving Use Change Only (NO site improvements)	$ 250.00	$ 1,500.00		
Initial Application or Amendment Involving Site Improvements	$ 250.00	$ 4,000.00		
Renewal Application	$ 150.00	$ 750.00		
Additional Fee for Review of Traffic Study	$ 250.00	$ 2,500.00		
Rezoning	$ 500.00	$ 2,500.00		
Planned Development	$ 500.00	$ 10,000.00		
Comprehensive Plan Amendment	$ 500.00	$ 2,500.00		
SUBDIVISION & DEVELOPMENT CODE				
Tentative Plat	$300.00	$500/lot first 10 lots; + $200/add'l lot, not to exceed $10,000		
Final Plat or Combined Tentative & Final Plat	$ 300.00	$2,000+$500/lot first 10 lots; + $250/ add'l lot, not to exceed $10,000		
Final Engineering Approval	None	$500/lot; not to exceed $5,000		
Renew Expiring Tentative Plat	$250.00	$1000.00		
Plat of Consolidation	$50 / lot	$ 2,500.00		
Minor Subdivision	$50 / lot	$ 2,500.00		
Subdivision Variation	$ 250.00	$ 1,000.00		
Annexation/Subdivision/Development Agreement	None	$ 7,000.00		
Transferee Assumption Agreement	None	$2,500.00		
Condo Conversion Agreement	None	$ 7,000.00		
		TOTAL		

Prepared By and Return To:

Paul M. Crimmins, Esquire
Mayer Brown LLP
[redacted]

1724919013D

Doc# 1724919013 Fee $46.00

RHSP FEE:$9.00 RPRF FEE: $1.00
KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/06/2017 11:18 AM PG: 1 OF 5

Stewart Title NTS - Chicago
[redacted]
File No: 17000010866
1 of 4

Space above for recorder's use only

SPECIAL WARRANTY DEED

SHI NORTHBROOK, LLC, a Delaware limited liability company ("Grantor") for consideration paid and the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to BMSH I NORTHBROOK IL LLC, a Delaware limited liability company (the "Grantee"), whose address is c/o Blue Moon Capital Partners LLC, [redacted] in fee simple, that certain real property located in the County of Cook, State of Illinois and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"), together with (i) all rights, privileges, easements and appurtenances owned by grantor appertaining to the Real Estate, and (ii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements, with special warranty covenants.

Property address: 1000 Sunset Ridge Road, Northbrook, Illinois

P.I.N's: 04-11-203-068-0000 (Volume Number 132)

This conveyance is made subject to those covenants, conditions and restrictions and easements of record as shown on Exhibit B attached hereto (the "Permitted Exceptions").

The Grantor also hereby covenants with Grantee that except for the Permitted Exceptions to which this conveyance is made subject to, the Real Estate is free and clear of all encumbrances made by Grantor and that, subject to and except for the above matters, Grantor hereby warrants and will defend the title to the Real Estate, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

REAL ESTATE TRANSFER TAX 06-Sep-2017

COUNTY:	42,843.75
ILLINOIS:	85,687.50
TOTAL:	128,531.25

04-11-203-068-0000 | 20170801615848 | 1-351-879-616

RJA 715

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date hereinafter written.

DATED: September 1, 2017

GRANTOR:

SHI NORTHBROOK, LLC, a Delaware limited liability company

By: SHI Northbrook JV Company, LLC, its sole member

By: SHI DC-I Northbrook Investors, LLC, a Delaware limited liability company, a Member

By: SHI Development Co-Investment I, L.P., a Delaware limited partnership, its sole member

By: AEW Senior Housing Investors GP, L.P., a Delaware limited partnership, its general partner

By: AEW Senior Housing Investors, Inc., a Delaware corporation, its general partner

By: _____
Name: Christopher A. Kazantis
Title: Vice President

[Signature Page to Special Warranty Deed]

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 1st day of September 2017, before me, the undersigned notary public, personally appeared Christopher A. Kazantis, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President of AEW Senior Housing Investors, Inc., a Delaware corporation, in its capacity as general partner of AEW Senior Housing Investors GP, L.P., a Delaware limited partnership, in its capacity as general partner of SHI Development Co-Investment I, L.P., a Delaware limited partnership, in its capacity as member of SHI DC-I Northbrook Investors, LLC, a Delaware limited liability company, in its capacity as a member of SHI Northbrook JV Company, LLC, a Delaware limited liability company, in its capacity as a member of SHI Northbrook, LLC, which is the Grantor of the foregoing Special Warranty Deed and that by his signature on the instrument the entity upon behalf of which he acted, and the Grantor, executed the instrument.

WITNESS my hand and official seal.

Signature Stephen P Napolitano (Seal)
My commission expires on: May 21, 2021

STEPHEN P. NAPOLITANO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 21 2021

Exhibit A

Legal Description of the Real Estate

PARCEL 1:

LOT 1 OF THE SENIOR LIFESTYLE CORPORATION NORTH SHORE PLACE CONSOLIDATION PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED MARCH 21, 2013 AS DOCUMENT NUMBER 1308018048.

PARCEL 2:

EMERGENCY ACCESS EASEMENT AGREEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCELS 1 AND 2 DATED DECEMBER 21, 2012 AND RECORDED JANUARY 11, 2013 AS DOCUMENT NUMBER 1301144040 OVER AND ACROSS THE LAND DESCRIBED THEREIN.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

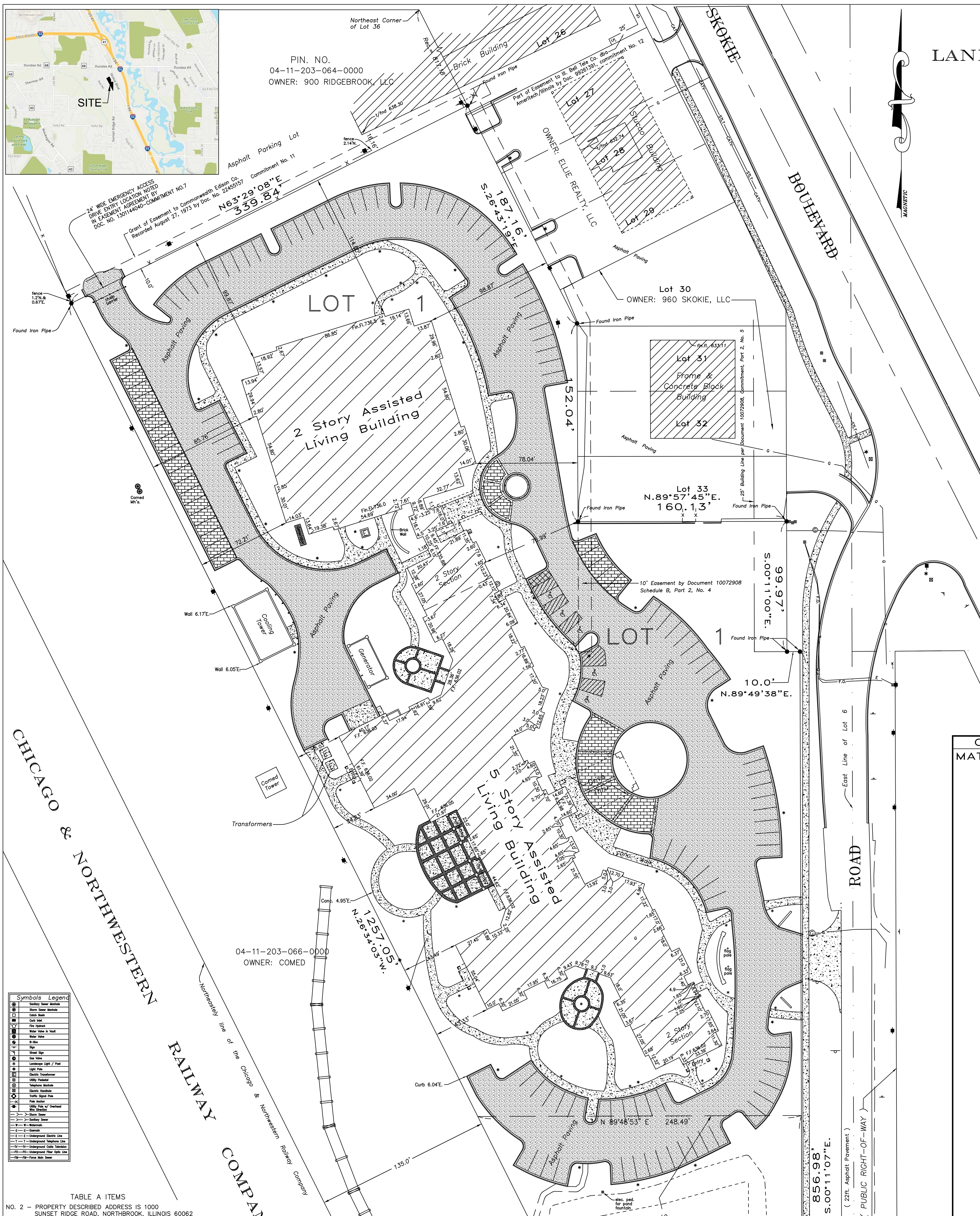
Exhibit B

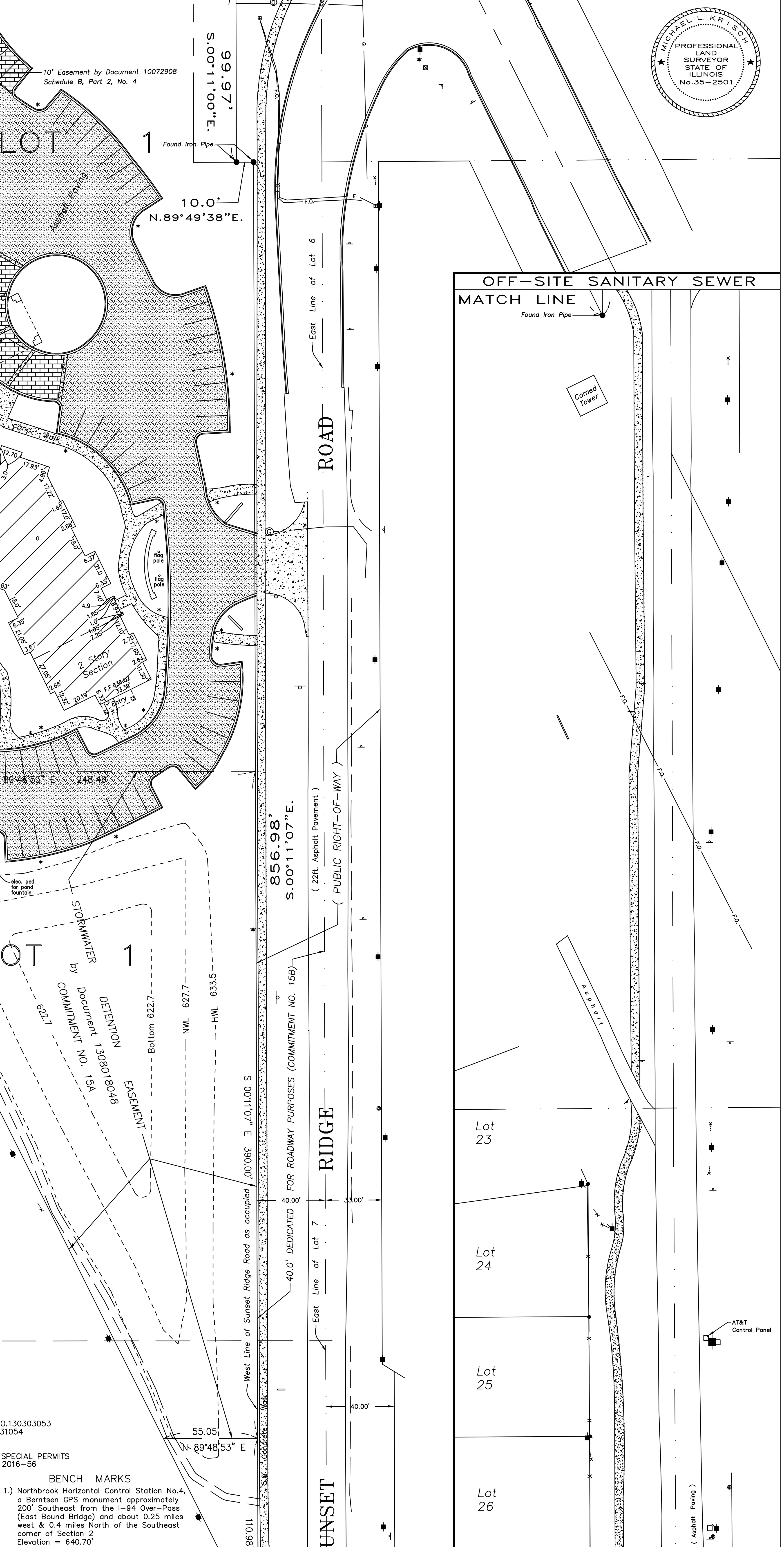
The Permitted Exceptions

All matters expressed in Schedule B of that Pro-Forma Policy of Title Insurance issued to Grantee by Stewart Title Guaranty Company as File No. 17000070866, Revised date 8/22/2017 at 12:00 AM.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS





ALTA / NSPS LAND TITLE SURVEY

PARCEL 1:
LOT 1 IN SENIOR LIFESTYLE CORPORATION NORTH SHORE CONSOLIDATION PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REORDED MARCH 21, 2013 AS DOCUMENT 1308018048, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EMERGENCY ACCESS EASEMENT AGREEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 DATED DECEMBER 21, 2012 AND RECORDED JANUARY 11, 2013 AS DOCUMENT NUMBER 1301144040 OVER AND ACROSS THE LAND DESCRIBED THEREIN.

AREA = 313312 s.f. or 7.19 Acres

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

TO: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
BMSH I NORTHBROOK IL COMPANY, LLC
BMSH I NORTHBROOK IL, LLC, A DELAWARE LIMITED LIABILITY COMPANY;
STEWART TITLE GUARANTY COMPANY;

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 6a, 6b, 7a, 7b(1), 7c, 8, 9, 10a, 10b, 13, 16, 18, 19 AND 21a–c THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 8, 2019.

DATE OF PLAT: NOVEMBER 14, 2019.

Michael L. Krisch
MICHAEL L. KRISCH
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–2501
LICENSE EXPIRES NOVEMBER 30, 2020

MICHAEL L. KRISCH PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS No.35–2501

Symbols Legend	
	Sanitary Sewer Manhole
	Storm Sewer Manhole
	Catch Basin
	Curb Inlet
	Fire Hydrant
	Water Valve in Vault
	Water Valve
	B-Box
	Sign
	Street Sign
	Gas Valve
	Landscape Light / Post
	Light Pole
	Electric Transformer
	Utility Pedestal
	Telephone Manhole
	Electric Handhole
	Traffic Signal Pole
	Pole Anchor
	Utility Pole w/ Overhead Wire Direction
	Storm Sewer
	Sanitary Sewer
	Watermain
	Gasmain
	Underground Electric Line
	Underground Telephone Line
	Underground Cable Television
	Underground Fiber Optic Line
	Force Main Sewer

TABLE A ITEMS

NO. 2 – PROPERTY DESCRIBED ADDRESS IS 1000 SUNSET RIDGE ROAD, NORTHBROOK, ILLINOIS 60062

NO. 3 – PER FLOOD INSURANCE RATE MAP ONLY SUBJECT PROPERTY LIES WITHIN ZONE "X", MAP NO. 17031C0093J EFFECTIVE DATE AUGUST 19, 2008.

NO. 4 – GROSS LAND AREA = 313,311 S.F. = 7.19 ACRES

NO. 6a & b – PER "THE PLANNING & ZONING RESOURCE COMPANY" REPORT DATED JULY 20, 2017 THE FOLLOWING INFORMATION IS NOTED
BUILDING SETBACK RESTRICTIONS ARE AS FOLLOWS
FRONT SETBACK = 25.0'
REAR SETBACK = 30.0'
INTERIOR SIDEYARD = 6.0'
BUILDING HEIGHT ALLOWED = 64'4"
F.A.R. = MAXIMUM: 1.0 ACTUAL = 0.68

NO. 7a – EXTERIOR DIMENSIONS OF BUILDING IS DETAILED ON THE SURVEY
7b1 – SQUARE FOOTAGE OF THE EXTERIOR BUILDING FOOTPRINT = 59,714 S.F.
7c – MEAURED HEIGHT OF THE BUILDING = 59.04'

NO. 8 – SUBSTANTIAL FEATURES CONSTRUCTED ON THE SITE ARE DETAILED ON THE SURVEY DRAWING

NO. 9 – THERE ARE 137 REGULAR STRIPED PARKING STALLS AND 5 HANDICAP STRIPED STALLS DETAILED ON THE SURVEY DRAWING

NO. 10a – DIVISION/PARTY WALLS OF ADJOINING BUILDINGS DOES NOT APPLY

NO. 10b – EXTERIOR BUILDING WALLS ARE CONSTRUCTED PLUMB

NO. 13 – WHEN KNOWN THROUGH PUBLIC RECORDS ADJOINING OWNERS ARE NOTED

NO. 16 – THERE IS NO EVIDENCE OF RECENT EARTH MOVING, BLDG. CONSTRUCTION OR BLDG. ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK

NO. 18 – THERE HAS BEEN NO DETERMINATION OF WETLAND INFORMATION PROVIDED TO THE SURVEYOR BY OTHERS

NO. 19 – OFFSITE APPURTENANT EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO THE SURVEYOR ARE PLOTTED OR NOTED IF NOT PLOTTABLE

NO. 21a – BUILDING IS NOT LOCATED IN A FLOOD ZONE

NO. 21b – EMERGENCY ACCESS EASEMENT DETAILED AS PART OF SCHEDULE "A" IS NOTED AND THE ENTRY POINT IS DETAILED ON THE SURVEY DRAWING

NO. 21c – NO WETLAND DELINEATION HAS BEEN BROUGHT TO THE ATTENTION OF THE SURVEYOR

NOTES:

1. *STEWART TITLE GUARANTY COMPANY TITLE COMMITMENT NO. 17000070866, EFFECTIVE DATE SEPTEMBER 6, 2017 WAS USED IN PREPARATION OF THIS SURVEY*
2. *——— REPRESENTS BOUNDARY LINES*
3. *THE FOLLOWING ENCROACHMENTS ARE DETAILED ON THE SURVEY DRAWING*
   CURBING FROM ADJOINING PROPERTIES ENCROACH ONTO THE DESCRIBED PROPERTY:
   – ALONG THE 187.16' BOUNDARY LINE AND
4. *THERE ARE NO IMPROVEMENTS ON THE PROPERTY EXCEPT AS SHOWN.*
5. *THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY LINE CONFLICTS.*
6. THERE ARE NO VISIBLE EASEMENTS OR RIGHT OF WAYS EXCEPT AS SHOWN
7. THERE IS NO FLOOD HAZARD ZONE OTHER THEN THE NOTED ZONE "X" BASED UPON AVAILABLE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS
8. BEARINGS SHOWN ARE BASED UPON AN ASSUMED DATUM
9. ZONING INFORMARION DETAILED IS PER THE "THE PLANNING & ZONING RESOURCE COMPANY" REPORT DATED JULY 20, 2017

TITLE COMMITMENT SCHEDULE B, PART II ITEMS

NO. 2 – ENVIRONMENTAL NO FURTHER REMEDIATION LETTER RECORDED FEBRUARY 25, 1998 AS DOCUMENT 98148064 (not plottable) AFFECTS THE PROPERTY

NO. 3 – RELEASE AGREEMENT EXECUTED BY FIRST BANK AND TRUST COMPANY OF ILLINOIS, TRUST NUMBER 10–2113 AND RECORDED AUGUST 20, 1997 AS DOCUMENT 97611593 RELEASING SELLER FROM LIABILITY WITH RESPECT TO ENVIRONMENTAL LAW OR HAZARDOUS SUBSTANCES (not plottable) AFFECTS THE PROPERTY

NO. 4 – EASEMENT OF 10 FEET OVER LOTS 34 AND 35 FOR USE OF UNDERGROUND IMPROVEMENTS AND PUBLIC UTILITIES AS SHOWN ON PLAT, RECORDED AS SHOWN ON PLAT, RECORDED AS DOC. NUMBER 10072908 (plotted)

NO. 5 – A 25 FOOT BUILDING LINE AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT NUMBER 10072908 (plotted)

NO. 6 – PROPERTY SUBJECT TO RIGHTS OF CHICAGO TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, UNDER A GRANT RECORDED NOVEMBER 11, 1903 AS DOCUMENT 3466662 (NOT PLOTTABLE) AFFECTS THE PROPERTY

NO. 7 – PROPERTY SUBJECT TO TERMS, PROVISIONS AND CONDITIONS DEFINED IN THE EMERGENCY ACCESS EASEMENT AGREEMENT RECORDED JANUARY 11, 2013 BY DOC. NO. 1301144040 (LIMITS OF EASEMENT UNDEFINED – ACCESS POINT NOTED ON SURVEY)

NO. 8 – PROPERTY SUBJECT TO DECLARATION OF RESTRICTIONS RELATING TI THE USE OF LAND BY DOCUMENT 18470231 (NOT PLOTTABLE)

NO. 10 – EASEMENT GRANT TO THE ILLINOIS BELL TELEPHONE CO. RECORDED JUNE 23, 1976 BY DOC. NO. 23531668 (NOT PLOTTED–OFFSITE)

NO. 11 – GRANT OF EASEMENT TO COMMONWEALTH EDISON COMPANY RECORDED AUGUST 27, 1973 BY DOC. NO. 22455157 (EASEMENT PLOTTED)

NO. 12 – EASEMENT IN FAVOR OF THE ILL. BELL TELE. CO. AKA AMERITECH/ILL.IMOIS BY DOC. NO. 99261391 (IS PARTIALLY PLOTTED DO TO ROOM)

NO. 13 – PROPERTY SUBJECT TO DEVELOPMENT AGREEMENT DATED JANUARY 30, 2013 BY DOCUMENT NO.130303053 AND TRANSFEREE ASSUMPTION AGREEMENT RECORDED JANUARY 30, 2013 BY DOC. NO. 1303031054 AFFECTS THE DESCRIBED PROPERTY (not plottable)

NO. 14 – PROPERTY SUBJECT TO TERMS AND PROVISIONS OF THAT ORDINANCE NO. 2012–36 GRANTING SPECIAL PERMITS RECORDED JANUARY 30, 2013 BY DOC. NO.1303031055 ANS AS AMENDED BY ORDINANCE NO. 2016–56 RECORDED NOVEMBER 26, 2016 BY DOC. NO. 1632729094 AFFECTS THE PROPERTY (not plottable)

NO. 15 – THE FOLLOWING MATTERS DISCLOSED ON PLAT OF SUBDIVISION RECORDED MARCH 21, 2013 BY DOCUMENT 1308018048
A.– STORMWATER DETENTION EASEMENT IN THE SOUTHERLY PORTION OF THE LAND (PLOTTED)
B.– EASTERLY 40 FEET DEDICATED FOR ROADWAY PURPOSES (PLOTTED)

NO. 16 – GRANT OF EASEMENT IN FAVOR OF COMCAST OF ILLINOIS XI, LLC BY DOC. NO. 1421822097 (IS UNSPECIFIC IN LOCATION – UNPLOTTABLE) AFFECTS THE PROPERTY

BENCH MARKS

1.) Northbrook Horizontal Control Station No.4, a Berntsen GPS monument approximately 200' Southeast from the I–94 Over–Pass (East Bound Bridge) and about 0.25 miles west & 0.4 miles North of the Southeast corner of Section 2
Elevation = 640.70'

2.) Illinois Department of Transportation, Division of Water Resources, Monument NBC 76
Disk located at the SE corner of Sunset Ridge Road & the Chicago & Northwestern R.R.
Elevation = 641.04 NGVD 29

MATCH LINE
Found Iron Pipe

MIDWAY RD

No.	Date	Revision Description	By:
1	12/06/19	NM LIFE INS COMMENTS ADDRESSED	MLK

KRISCH LAND SURVEYING,LLC
PROFESSIONAL DESIGN FIRM LICENSE No. 184-006866
P.O.Box 929 • Plainfield, IL. 60544 • Phone: 630.627.5589 Fax: 630.627.5594
SURVEYING – CONSULTING – CONSTRUCTION LAYOUT

Scale: 1" = 40'	Drawn: MLK	Chk'd:	GDK File#	CAD File: 07143–2019

Written Explanation of Application Request
Special Permit Amendment
1000 Sunset Ridge Road

BMSH I Northbrook IL LLC, by its attorneys, DLA Piper LLP (US), is the "Applicant" for the attached application for an Amendment to an existing Special Permit Ordinance with respect to the property located at 1000 Sunset Ridge Road (the "Property"). The Applicant seeks Village Board approval of a modification to the existing Special Permit to eliminate the requirement of Village approval of future operators.

Background

Entities related to the Applicant have developed, owned, and operated the Property since 2012. The site's seniors housing community, commonly known as North Shore Place, currently consists of 156 units of assisted living and memory care apartments in a single, 5-story, 175,450 square foot building on the 7.19 acre site. Since completing construction of the initial phase in 2014, North Shore Place has sustained extremely high occupancy levels and earned a reputation throughout the north shore suburbs for its exceptional quality.

On May 22, 2012, the Village Board adopted Ordinance No. 2012-36 granting Special Permits and Resolution No. 2012-65, approving a Development Agreement for North Shore Place. On August 9, 2016, the Village Board adopted Ordinance No. 2012-36 modifying the originally-approved Special Permit to allow for the interim construction of approximately 31 additional parking spaces on the Property. These approvals authorized the construction of a 188-unit assisted living facility consisting of two buildings to be constructed in two phases. Phase I, contains a 156-unit assisted living facility with 118 surface parking spaces.

In 2017, the Village Board adopted Ordinance No. 2017-62 approving Phase II on the north side of the site, which was allowed for the construction of a 2-story building containing approximately 37,500 square feet. Phase II contains 40 units that are designed, licensed, and operated to provide specialized assisted living services to seniors with Alzheimer's and other forms of dementia. Overall, the Property is improved with 188 units and 143 parking spaces.

Current Request

Pursuant to Section 6.E. of the 2012 Special Permit Ordinance, operation of the residential facility located on the Property may not be transferred without approval by the Board of Trustees of the Village. The Applicant is currently under contract to sell the Property to an institutional buyer and the buyer and its proposed lender are requiring this required approval be eliminated.

Given the size of the Property and the value of the improvements located on it, only institutional investors will be able to own the facility and will be motivated to retain top-tier operators in order to preserve that value. Additionally, North Shore Place is licensed by the Illinois Department of Public Health (IDPH) as an Assisted Living Facility. As such, it is regularly inspected by IDPH survey teams. As a result, this approval is unnecessary but creates risk and uncertainty for the buyer and its lender.

The Applicant agrees to provide the Village with notice of any future new operators and acknowledges that the other conditions to the ordinance will remain in effect.

Written Explanation of Application Request
Special Permit Amendment
1000 Sunset Ridge Road

The Property is zoned RS Residential Specialty District. Properties to the north and east of the Property are zoned O-2 Limited Office District; to the west is ComEd right-of-way and railroad tracks zoned O-2 Limited Office; and properties to the south are zoned R-5 Single Family Residential and O-3 General Office. The Village's Comprehensive Plan designates the Property as appropriate for senior or special residential land uses. This request for a Special Permit Amendment meets the Standards for approval established in Subsection 11-602 E of the Zoning Code, as set forth in the enclosed application materials.

Statement of Justification
Special Permit Amendment
1000 Sunset Ridge Road

Statement of Justification for Special Permit – Minor Modification
Subsection 11-602 E of the Zoning Code

a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Authority and Purpose, Section 1-101 Title
Section 102 A. Land Use Patterns

1. The proposed development is consistent with the goals and policies of the Comprehensive Plan, as described in the Written Explanation of Application Request.
2. The proposed development provides for a rational pattern of land use and provides for an appropriate use of land within the development site.
3. The property is currently occupied by an assisted living facility, which is an approved use at this location. Therefore, this section's "elimination of nonconformities" purpose is not applicable.
4. The existing development is consistent with and will complement the character of the nearby uses, which includes residential, office and commercial uses. The Comprehensive Plan designates this area as appropriate for senior or special residential land uses. Further, construction of additional parking facilities will be an amenity to service providers, visitors and residents of the assisted living facility.
5. The proposed development encourages compatibility among the nearby land uses with a building that is consistent with the existing building on the remainder of the Property and a use that will complement the existing building.
6. There are no significant natural resources that will be impacted by the proposed development.
7. The proposed development does not negatively impact natural light, clean air, privacy, safety, or convenience of access to the property.
8. The proposed development will promote the public health, safety, morals, and general welfare of the Village.

Section 102 B. Public Infrastructure

1. Adequate public facilities and utilities are available to serve the proposed development.
2. The existing public utility systems are adequate to serve the proposed development and will not be overburdened.
3. No new public streets or highways will be necessary for the proposed development.
4. The surrounding intersections will continue to operate at acceptable levels of service upon completion of the project. The existing parking ratios will be maintained.
5. The proposed development will not negatively impact traffic on residential streets.
6. The means of ingress and egress for the proposed development and off-site improvements are designed to minimize traffic congestion and promote street safety.

7. The proposed development will provide for its own stormwater management through an on-site stormwater basin, which was originally designed to accommodate the proposed development.
8. The proposed development provides for ample and appropriate landscaping and building setbacks along all streets and property lines.

Section 1-102 C. Justifiable Expectations and Taxable Value
Section 1-102 D. Administration

The proposed development is simply an improvement to an existing use and therefore will be reasonable in terms of the expectations of existing residents, business people, and taxpayers.

b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The revised design for Phase 2 will be consistent with – and slightly less than - the previously-approved lot coverage. The revised 2-story building design will allow for ample green space and pervious surfaces on the Property while maintaining the existing parking ratios.

c) No Interference With Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

As Phase 1 of the development has done since 2012, Phase 2 of the project will continue to complement the surrounding commercial, office and residential properties.

d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

There are adequate utilities and related public facilities and services to serve the property. The development plans also provide for adequate stormwater management within the property.

e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The proposed Phase 2 building will only have a small incremental increase in parking with respect to what is currently on-site. Therefore, there will be no new traffic impacts as a result of the Phase 2 development.

f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

There are no existing natural, scenic, or historic features that will be disturbed.

g) Compliance With Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The development will be responsive to such standards.

Village of
Northbrook

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☒ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☒ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: Assisted Living Facilities / 9868.00

- **Visual Representation of Special Permit Request**
  - ☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ☒ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification** SEE ENCLOSED

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

SEE ENCLOSED

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

SEE ENCLOSED

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

SEE ENCLOSED

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

SEE ENCLOSED

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

SEE ENCLOSED

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

SEE ENCLOSED

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

SEE ENCLOSED

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

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

Statement of Justification
Special Permit Amendment
1000 Sunset Ridge Road

Statement of Justification for Special Permit – Minor Modification
Subsection 11-602 E of the Zoning Code

a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Authority and Purpose, Section 1-101 Title
Section 102 A. Land Use Patterns

1. The proposed development is consistent with the goals and policies of the Comprehensive Plan, as described in the Written Explanation of Application Request.
2. The proposed development provides for a rational pattern of land use and provides for an appropriate use of land within the development site.
3. The property is currently occupied by an assisted living facility, which is an approved use at this location. Therefore, this section's "elimination of nonconformities" purpose is not applicable.
4. The existing development is consistent with and will complement the character of the nearby uses, which includes residential, office and commercial uses. The Comprehensive Plan designates this area as appropriate for senior or special residential land uses. Further, construction of additional parking facilities will be an amenity to service providers, visitors and residents of the assisted living facility.
5. The proposed development encourages compatibility among the nearby land uses with a building that is consistent with the existing building on the remainder of the Property and a use that will complement the existing building.
6. There are no significant natural resources that will be impacted by the proposed development.
7. The proposed development does not negatively impact natural light, clean air, privacy, safety, or convenience of access to the property.
8. The proposed development will promote the public health, safety, morals, and general welfare of the Village.

Section 102 B. Public Infrastructure

1. Adequate public facilities and utilities are available to serve the proposed development.
2. The existing public utility systems are adequate to serve the proposed development and will not be overburdened.
3. No new public streets or highways will be necessary for the proposed development.
4. The surrounding intersections will continue to operate at acceptable levels of service upon completion of the project. The existing parking ratios will be maintained.
5. The proposed development will not negatively impact traffic on residential streets.
6. The means of ingress and egress for the proposed development and off-site improvements are designed to minimize traffic congestion and promote street safety.

7. The proposed development will provide for its own stormwater management through an on-site stormwater basin, which was originally designed to accommodate the proposed development.
8. The proposed development provides for ample and appropriate landscaping and building setbacks along all streets and property lines.

Section 1-102 C. Justifiable Expectations and Taxable Value
Section 1-102 D. Administration

The proposed development is simply an improvement to an existing use and therefore will be reasonable in terms of the expectations of existing residents, business people, and taxpayers.

b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The revised design for Phase 2 will be consistent with – and slightly less than - the previously-approved lot coverage. The revised 2-story building design will allow for ample green space and pervious surfaces on the Property while maintaining the existing parking ratios.

c) No Interference With Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

As Phase 1 of the development has done since 2012, Phase 2 of the project will continue to complement the surrounding commercial, office and residential properties.

d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

There are adequate utilities and related public facilities and services to serve the property. The development plans also provide for adequate stormwater management within the property.

e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The proposed Phase 2 building will only have a small incremental increase in parking with respect to what is currently on-site. Therefore, there will be no new traffic impacts as a result of the Phase 2 development.

f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

There are no existing natural, scenic, or historic features that will be disturbed.

g) Compliance With Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The development will be responsive to such standards.

1303031055

Doc#: 1303031055 Fee: $80.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/30/2013 03:35 PM Pg: 1 of 22

Ordinance 2012-36

An Ordinance Granting Special Permits for an Assisted Living Facility, More Than One Principal Structure on a Single Zoning Lot, Building Height in Excess of RS District Limit, Floor Area Ratio in Excess of RS District Limit and Site Plan Approval (North Shore Place – 1000 Sunset Ridge)

Passed by the Board of Trustees, 5/22/2012
Printed and Published 5/23/2012

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

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

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and exact copy of the original

8-7-12
Date

Village Clerk

VILLAGE OF NORTHBROOK CORPORATE SEAL COOK COUNTY, ILL.

Ordinance 2012-36

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

An Ordinance Granting Special Permits for an Assisted Living Facility, More Than One Principal Structure on a Single Zoning Lot, Building Height in Excess of RS District Limit, Floor Area Ratio in Excess of RS District Limit and Site Plan Approval (North Shore Place – 1000 Sunset Ridge)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Senior Lifestyle Corporation, an Illinois corporation ("***Developer***") is the contract purchaser of that certain parcel of real estate commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois ("***Property***"). The current owner of the Property is Sunset Capital Group, LLC, an Illinois limited liability company ("***Current Owner***").

The Developer proposes to develop the Property with a 188 unit assisted living facility ("***Development***").

On May 22, 2012, the Board of Trustees adopted Resolution No. 12-R-65 approving a development agreement dated as of May 22, 2012 between the Developer and the Village ("***Development Agreement***"), obligating the Board of Trustees to adopt this Ordinance. The Board of Trustees also adopted (i) Ordinance No. 12-34 amending the District Zoning Map of the Northbrook Zoning Code (1988), as amended, ("***Zoning Code***") to rezone the Property from the 0-2 Limited Office District to the RS Residential Specialty District; (ii) Ordinance No. 12-35, amending the Zoning Code to allow more than one principal structure on a single zoning lot in the RS District by special permit; and (iii) Resolution No. 12-R-66 approving a plat of consolidation for the Property.

The Developer petitioned the Village for (i) a rezoning of the Property from the O-2 Limited Office District to the RS Residential Specialty District; (ii) consolidation of multiple lots into one lot of record; (iii) a text amendment to the Zoning Code to allow more than one principal structure on a single zoning lot in the RS District by special permit; (iv) a special permit for an assisted living facility with a permitted floor area ratio of 0.68 and a maximum permitted height of 64'-4"; (v) a special permit for more than one principal structure on a single zoning lot and (vi) any such other variations, waivers and zoning relief as may be necessary to accomplish the development and use of the Property as requested by the Developer (collectively, "***Requested Relief***").

The President and the Board of Trustees hereby find that granting the Requested Relief to the Developer would be in the best interest of the Village and the public. The President and the Board of Trustees further find that granting special permits to allow the construction and operation of the Development on the Property in excess of RS District floor area ratio and building height limits will not result in any undue congestion in, or adverse impact on, the area surrounding the Property.

Section 2. DESCRIPTION OF THE PROPERTY.

The Property consists of approximately 7.2 acres legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC MEETINGS AND HEARINGS.

Pursuant to public notice published in the Northbrook Star on January 19, 2012, a public hearing was held by the Plan Commission on February 7, and continued to March 6, 2012, to consider the Developer's petition for the Requested Relief. The Plan Commission made its recommendation to approve the Requested Relief on March 6, 2012 (Plan Commission Resolution 12-PC-02).

Section 4. SPECIAL PERMITS.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the following special permits shall be, and are hereby, granted to the Developer for the Property, all in accordance with and pursuant to Section 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook:

A. Assisted Living Facility. A special permit to allow the construction and operation of the Development as an Assisted Living Facility (Northbrook S.I.C. Code No. 9868.00).

B. More Than One Principal Structure on a Single Zoning Lot. A special permit to allow the construction of two buildings on the Property (Northbrook S.I.C. Code No. 9880.00).

C. Floor Area Ratio in Excess of RS District Limit. A special permit for the construction of two buildings with a combined floor area of 0.68, which is in excess of the maximum permitted floor area ratio in the RS District (Northbrook S.I.C. No. 9970.03).

D. Building Height in Excess of RS District Limit. A special permit for the construction of a building with a height of 64'-4" comprising five stories, which is in excess of the maximum permitted building height in the RS District (Northbrook S.I.C. Code No. 9971.01).

Section 5. SITE PLAN APPROVAL.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Site Plan for the Property, consisting of ***Exhibit B*** of this Ordinance, incorporated by reference in Section 6 of this Ordinance, shall be, and is hereby, approved in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village.

Section 6. SPECIAL PERMITS, VARIATION AND SITE PLAN CONDITIONS

The special permits granted in Section 4 and the site plan approval granted in Section 5 of this Ordinance are contingent upon the development, use, and maintenance of the Property being in substantial compliance with the following terms, conditions, and provisions:

A. Compliance with Development Agreement. The Developer shall comply with all of the terms and provisions of the Development Agreement, as it may, from time to time, be amended.

B. Compliance with Plans. The development, use, and maintenance of the Property shall be in strict compliance with the following documents and plans, except

for minor changes and site work approved by the Director of Building and Development and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

1. North Shore Place Site Plan (Phases I and II), prepared by SAS Architects and Planners, consisting of two pages, with a latest revision date of January 23, 2012, attached as ***Exhibit B*** and, by this reference, made a part of this Ordinance;

2. North Shore Place Elevations (Phases I and II), prepared by SAS Architects and Planners, consisting of three pages, with a latest revision date of December 23, 2011, attached as ***Exhibit C*** and, by this reference, made a part of this Ordinance;

3. The Final Engineering Plan, as defined in the Development Agreement; and

4. The Final Landscape Plan, as defined in the Development Agreement.

C. Phasing. The Development may be constructed in two phases with (i) the first phase consisting of a five story, 156 unit building and (ii) the second phase consisting of a one story, 32 unit building, as depicted on the Site Plan.

D. Permitted Adjustment to Site Plan. In the event that the Developer is able to obtain the necessary rights, easements and covenants to allow for access to the Property by emergency response vehicles through the parcels adjacent to the northern portion of the Property, the Developer shall be permitted to revise the Site Plan to relocate the southern emergency access drive to the northern portion of the Property. This revision shall be deemed a minor adjustment pursuant, requiring the approval of the Village Engineer and the Director of Development and Planning Services but no further action on the part of the Board of Trustees.

E. Operator. The Development shall be operated exclusively by the Developer. Operation of the Development may not be transferred to any party without approval of the Board of Trustees by resolution duly adopted; provided, however, that the Developer may, upon providing the Village Manager with at least 30 days advance written notice, transfer operation of the Development to a transferee that has at least 50% or greater common ownership with the Developer. The advance written notice shall be accompanied by written evidence of the relationship of the transferee to the Developer.

F. Staffing of Development. The Fire Chief of the Village shall have the right to review staffing levels for the Development from time to time to ensure that the Development will not place an undue burden on the Village's emergency and medical services response. The Fire Chief shall have the further right to require changes in those staffing levels, which right shall not be unreasonably exercised, if he believes those changes will achieve this objective.

G. Valet Parking. The operator of the Development shall provide valet parking services on holidays and other occasions on which the Development's off-street parking is insufficient to meeting parking demand by employees, residents, and their guests. Such valet parking services shall be conducted in compliance with all state and local laws, ordinances and regulations.

Section 7. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Developer to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permits granted in Section 4 and the site plan approval granted in Section 5 of this Ordinance shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the special permits and the site plan approval unless it shall first provide the Developer with two months advance written notice, to the addresses set forth in the Development Agreement and in accordance with the terms set forth therein, of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the RS Residential Specialty District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permits and the site plan approval, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Developer acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Developer required by this Section has been given.

Section 8. AMENDMENT.

Any amendment to any provision of this Ordinance that may be requested by the Developer after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for amendment of special permit uses.

Section 9. EFFECTIVE DATE.

This Ordinance shall be in full force and effect following:

A. passage by the Board of Trustees by a majority vote in the manner required by law;

B. publication in pamphlet form in the manner required by law;

C. the occurrence of the "Evidence of Title Date," as defined in the Development Agreement; and

D. the filing with the Village Clerk by the Developer of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of ***Exhibit D***, attached to and, by this reference, made a part of this Ordinance;

E. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder of Deeds.

In the event that the events described in Section 9.A through D have not occurred by February 28, 2013, or by such later date as the Board of Trustees may approve, this Ordinance shall automatically, and without any further action by the Board of Trustees, be null and void and of no force or effect.

Adopted: 5/22/2012

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Todd Heller, Trustee
SECONDER:	James Karagianis, Trustee
AYES:	Karagianis, Buehler, Scolaro, Heller, Ciesla, Frum
ABSENT:	Bob Israel

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

EXHIBITS LIST

Exhibit A	Legal Description of Property
Exhibit B	North Shore Place Site Plan (Phase I and Phase II)
Exhibit C	North Shore Place Elevations (Phase I and Phase II)
Exhibit D	Unconditional Agreement and Consent

EXHIBIT A

Legal Description of Property

Parcel 1: Lots 34, 35 and that part of Lot 36 in Block 1 in Hughes-Brown-Moore Corporation's First Addition to North Shore Villa, being a subdivision of part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: commencing at a point in the Easterly line of said Lot 36 which point is 817.18 feet Southeasterly from the Northeasterly corner of said Lot 36, as measured along the Easterly line of said Lot 36; Thence Westerly on and along a line drawn at right angles to the Easterly line of said Lot 36, 340.40 feet to the Westerly line of said Lot 36; Thence Southerly along the Westerly line of said Lot 36, 299.135 feet to the Southwest corner of said Lot 36; Thence East along the South line of said Lot 36, 255.32 feet to the Southeast corner of said Lot 36; Thence North along the East line of said Lot 36, 251.93 feet to a corner of said Lot 36; Thence Northwesterly along the Easterly line of said Lot 36, 187.65 feet to the place of beginning, all in Cook County, Illinois.

Parcel 2: All that part of Lots 6, 7 and 8 (except in the West 7 feet of the East 40 feet of said Lots) in Superior Court Partition in the East Half of the Northeast Quarter of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of a line drawn parallel to and 135.0 feet Northeasterly of the Northeasterly right of way line of Chicago and Northwestern Railway Company, measured at right angles thereto, in Cook County, Illinois.

P.I.N.s: 04-11-203-035-0000; 04-11-203-037-0000; 04-11-203-038-0000; 04-11-203-040-0000; 04-11-203-041-0000; 04-11-203-047-0000; 04-11-203-057-0000

Commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois 60062.

EXHIBIT B

North Shore Place Site Plan (Phase I and Phase II)

NORTH SHORE PLACE

SENIOR LIVING COMMUNITY 1000 SUNSET RIDGE ROAD

PHASE I
ASSISTED LIVING BUILDING
5-STORY (156 Apartments)

LOWER LEVEL - BUILDING SERVICE / STORAGE
1ST FLOOR - COMMONS / ASSISTED LIVING APARTMENTS (11 Apts)
2ND FLOOR - ASSISTED LIVING APARTMENTS (40 Apts)
3RD - 5TH FLOORS - ASSISTED LIVING APARTMENTS (3@35=105 Apts)

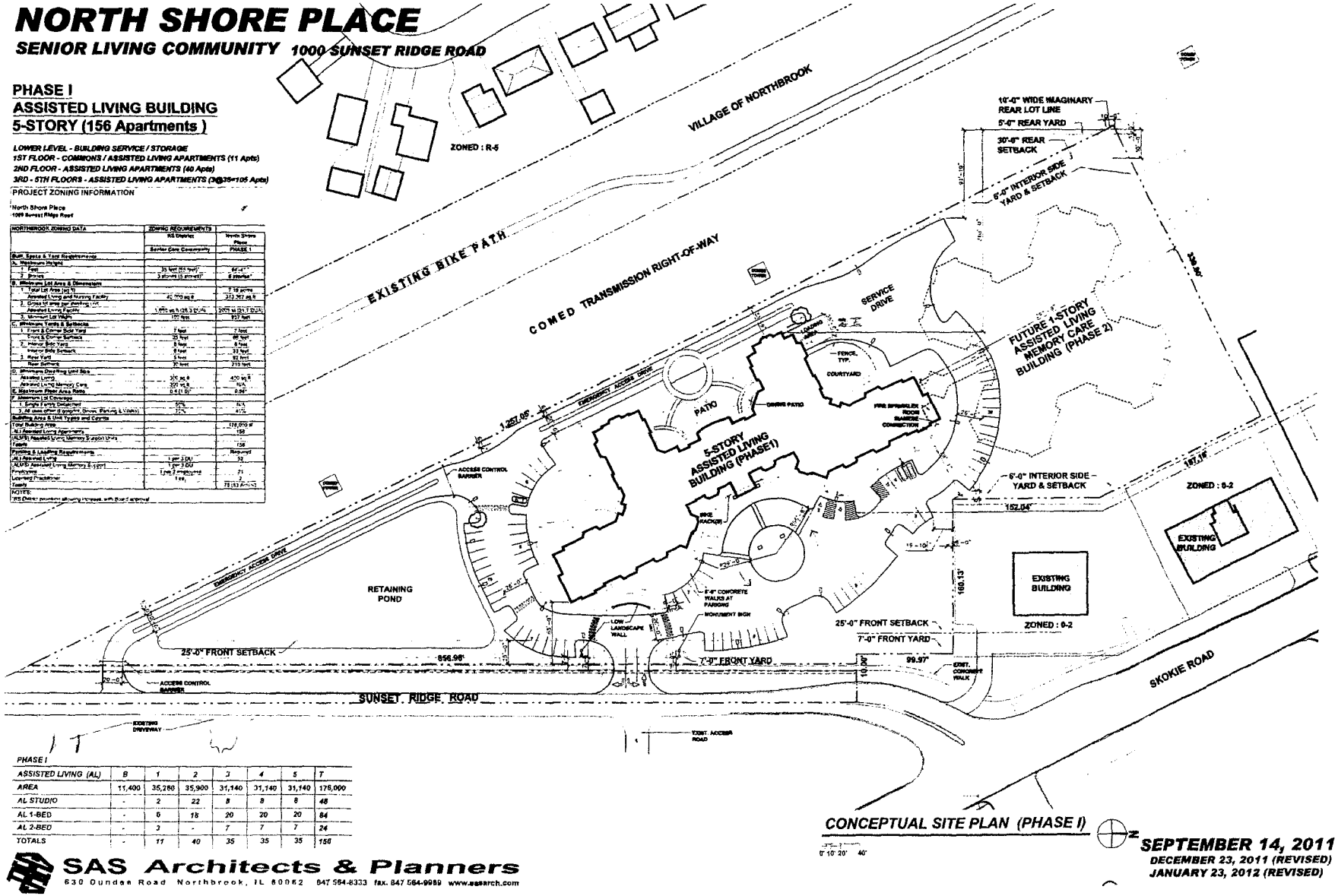
PROJECT ZONING INFORMATION

North Shore Place
1000 Sunset Ridge Road

NORTHBROOK ZONING DATA	ZONING REQUIREMENTS R5 District	
	Senior Care Community	North Shore Place PHASE 1
Bulk, Space & Yard Requirements		
A. Maximum Height		
1. Feet	35 feet (45 feet)*	65'-0"*
2. Stories	3 stories (5 stories)*	5 stories*
B. Minimum Lot Area & Dimension		
1. Total Lot Area (sq ft)		7.18 acres
Assisted Living and Nursing Facility	43,560 sq ft	312,767 sq ft
2. Gross lot area per dwelling unit		
Assisted Living Facility	1,000 sq ft (43.5 DU/A)	2000 sq ft (21.7 DU/A)
3. Minimum Lot Width	100 feet	937 feet
C. Minimum Yards & Setbacks		
1. Front & Corner Side Yard	7 feet	7 feet
Front & Corner Setback	25 feet	66 feet
2. Interior Side Yard	8 feet	8 feet
Interior Side Setback	8 feet	93 feet
3. Rear Yard	5 feet	82 feet
Rear Setback	30 feet	210 feet
D. Minimum Dwelling Unit Size		
Assisted Living	300 sq ft	420 sq ft
Assisted Living Memory Care	300 sq ft	N/A
E. Maximum Floor Area Ratio	0.4 (1.0)*	0.86*
F. Maximum Lot Coverage		
1. Single Family Detached	50%	N/A
2. All uses other than single family detached (Building & Paving)	70%	41%
Building Area & Unit Types and Counts		
Total Building Area		178,000 sf
AL Assisted Living Apartments		156
ALMC Assisted Living Memory Support Units		
Totals		156
Parking & Loading Requirements		Required
AL Assisted Living	1 per 3 DU	52
ALMC Assisted Living Memory Support	1 per 3 DU	
Employee	1 per 2 employees	71
Loading Facilities	1 req.	1
Totals		76 (53 Provided)

NOTES:
*R5 District provides allowance increased with Board approval

PHASE I							
ASSISTED LIVING (AL)	B	1	2	3	4	5	T
AREA	11,400	35,280	35,900	31,140	31,140	31,140	176,000
AL STUDIO	-	2	22	8	8	8	48
AL 1-BED	-	6	18	20	20	20	84
AL 2-BED	-	3	-	7	7	7	24
TOTALS	-	11	40	35	35	35	156



CONCEPTUAL SITE PLAN (PHASE I)

0' 10' 20' 40'

SEPTEMBER 14, 2011
DECEMBER 23, 2011 (REVISED)
JANUARY 23, 2012 (REVISED)

SAS Architects & Planners
630 Dundee Road Northbrook, IL 60062 847 564-8333 fax. 847 564-9989 www.sasarch.com

NORTH SHORE PLACE

SENIOR LIVING COMMUNITY 1000 SUNSET RIDGE ROAD

PHASE II

ASSISTED LIVING MEMORY CARE BUILDING

1-STORY (32 Apartments)

ASSISTED LIVING BUILDING

5-STORY (156 Apartments)

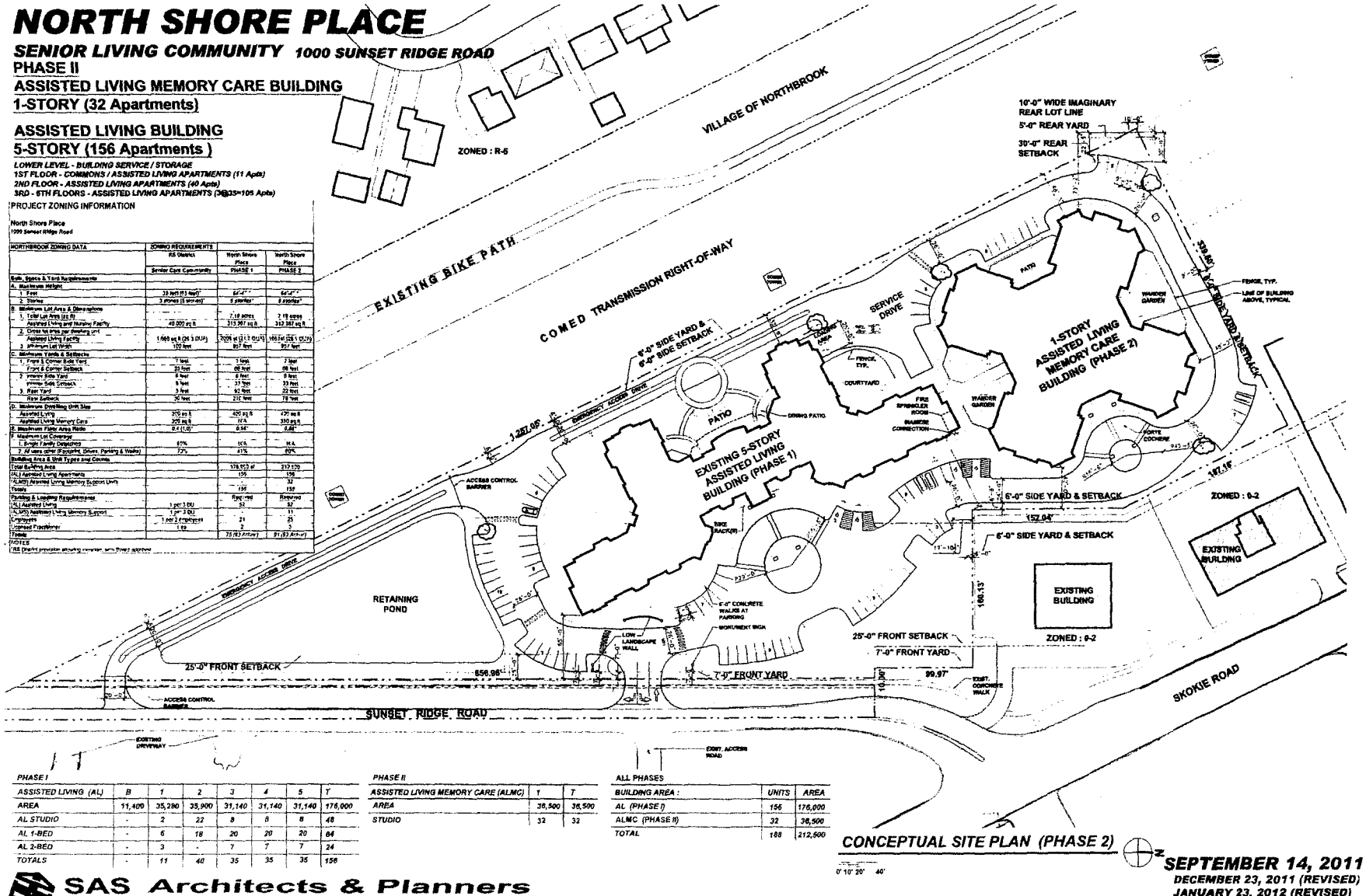
LOWER LEVEL - BUILDING SERVICE / STORAGE
1ST FLOOR - COMMONS / ASSISTED LIVING APARTMENTS (11 Apts)
2ND FLOOR - ASSISTED LIVING APARTMENTS (40 Apts)
3RD - 5TH FLOORS - ASSISTED LIVING APARTMENTS (3@35=105 Apts)

PROJECT ZONING INFORMATION

North Shore Place
1000 Sunset Ridge Road

NORTHBROOK ZONING DATA	ZONING REQUIREMENTS R5 District	North Shore Place PHASE 1	North Shore Place PHASE 2
	Senior Care Community		
Bulk, Space & Yard Requirements			
A. Maximum Height			
1. Feet	35 feet (63 feet)*	64'-0"	64'-0"
2. Stories	3 stories (5 stories)*	5 stories*	5 stories*
B. Minimum Lot Area & Dimensions			
1. Total Lot Area (sq ft)		7.18 acres	7.18 acres
Assisted Living and Nursing Facility	40,000 sq ft	313,397 sq ft	312,387 sq ft
2. Gross lot area per dwelling unit			
Assisted Living Facility	1,000 sq ft (36.3 DU/A)	3026 sf (14.4 DU/A)	1955 sf (22.3 DU/A)
3. Minimum Lot Width	100 feet	857 feet	857 feet
C. Minimum Yards & Setbacks			
1. Front & Corner Side Yard	1 foot	1 foot	1 foot
Front & Corner Setback	25 feet	66 feet	66 feet
2. Interior Side Yard	6 feet	6 feet	6 feet
Interior Side Setback	6 feet	37 feet	33 feet
3. Rear Yard	5 feet	92 feet	22 feet
Rear Setback	30 feet	216 feet	78 feet
D. Minimum Dwelling Unit Size			
Assisted Living	370 sq ft	420 sq ft	420 sq ft
Assisted Living Memory Care	300 sq ft	N/A	350 sq ft
E. Maximum Floor Area Ratio	0.4 (1.0)*	0.55*	0.55*
F. Maximum Lot Coverage			
1. Single Family Detached	60%	N/A	N/A
2. All uses other (Principal, Drives, Parking & Walks)	75%	41%	40%
Building Area & Unit Types and Counts			
Total Building Area		178,912 sf	312,170
(AL) Assisted Living Apartments		156	156
*(ALMC) Assisted Living Memory Support Units		32	32
Totals		156	188
Parking & Loading Requirements		Required	Required
(AL) Assisted Living	1 per 3 DU	52	52
*(ALMC) Assisted Living Memory Support	1 per 3 DU	11	11
Employees	1 per 2 employees	23	23
Licensed Practitioners	1 ea	3	3
Totals		75 (63 Actual)	91 (83 Actual)

NOTES
*R5 District provision allowing increase with Board approval



PHASE I	B	1	2	3	4	5	T
ASSISTED LIVING (AL)							
AREA	11,400	35,280	35,900	31,140	31,140	31,140	176,000
AL STUDIO	-	2	22	8	8	8	48
AL 1-BED	-	6	18	20	20	20	84
AL 2-BED	-	3	-	7	7	7	24
TOTALS	-	11	40	35	35	35	156

PHASE II	1	T
ASSISTED LIVING MEMORY CARE (ALMC)		
AREA	36,500	36,500
STUDIO	32	32

ALL PHASES	UNITS	AREA
BUILDING AREA :		
AL (PHASE I)	156	176,000
ALMC (PHASE II)	32	36,500
TOTAL	188	212,500

CONCEPTUAL SITE PLAN (PHASE 2)

0' 10' 20' 40'

SEPTEMBER 14, 2011
DECEMBER 23, 2011 (REVISED)
JANUARY 23, 2012 (REVISED)

SAS Architects & Planners
630 Dundee Road Northbrook, IL 60062 847 564-8333 fax. 847 564-9989 www.sasarch.com

EXHIBIT C

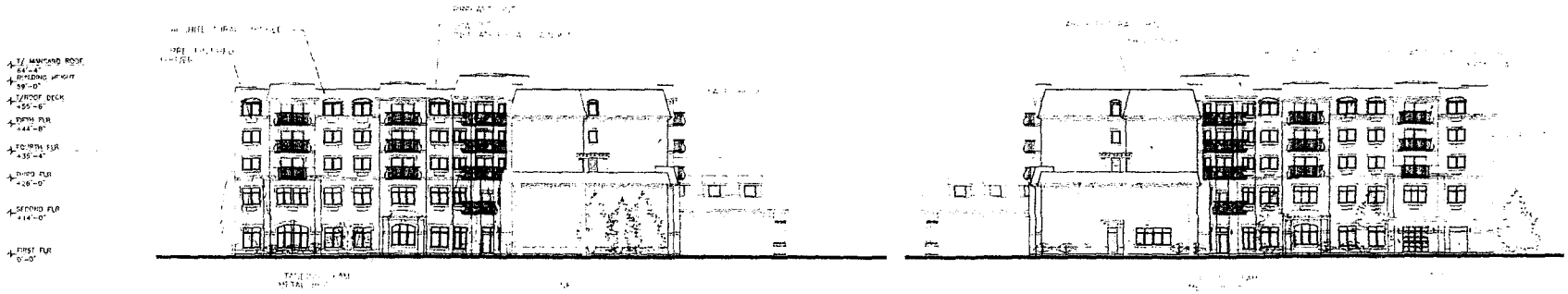
North Shore Place Elevations (Phase I and Phase II)

NORTH SHORE PLACE

SENIOR LIVING COMMUNITY 1000 SUNSET RIDGE ROAD

ASSISTED LIVING - PHASE I

1 REAR ELEVATION (WEST)
SCALE: 1/8"-1'-0"



2 SIDE ELEVATION (SOUTH)
SCALE: 1/8"-1'-0"

3 SIDE ELEVATION (NORTH)
SCALE: 1/8"-1'-0"

NORTH SHORE PLACE

SENIOR LIVING COMMUNITY 1000 SUNSET RIDGE ROAD

1 EAST ELEVATION - 5 STORY ASSISTED LIVING - PHASE I

SAS Architects & Planners
630 Dundee Road Northbrook, IL 60062 847 564-8333 fax. 847 564-9889 www.sasarch.com

SEPTEMBER 14, 2011
DECEMBER 23, 2011 (REVISED)

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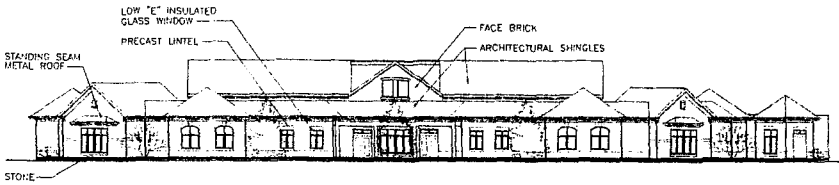
NORTH SHORE PLACE

SENIOR LIVING COMMUNITY *1000 SUNSET RIDGE ROAD*

ASSISTED LIVING MEMORY SUPPORT (PHASE 2)

1 **ENTRANCE ELEVATION (EAST)**
SCALE: 1/16"-1'-0"

2 **NORTH**
SCALE: 1/16"-1'-0"



3 **WEST**
SCALE: 1/16"-1'-0"

4 **SOUTH**
SCALE: 1/16"-1'-0"

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EXHIBIT D

Unconditional Agreement and Consent

TO: The Village of Northbrook, Illinois (***"Village"***):

WHEREAS, Senior Lifestyle Corporation, an Illinois corporation (***"Developer"***) is the contract purchaser of that certain parcel of real estate commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois (***"Property"***); and

WHEREAS, The Developer proposes to develop the Property with a 188 unit assisted living facility for senior citizens (***"Development"***); and

WHEREAS, the Developer has petitioned the Village for (i) a rezoning of the Property from the O-2 Limited Office District to the RS Residential Specialty District; (ii) consolidation of multiple lots into one lot of record; (iii) a text amendment to the Northbrook Zoning Code (1988), as amended (***"Zoning Code"***), to allow more than one principal structure on a single zoning lot in the RS District by special permit; (iv) a special permit for an assisted living facility with a permitted floor area ratio of 0.68 and a maximum permitted height of 64'-4"; (v) a special permit for more than one principal structure on a single zoning lot and (vi) any such other variations, waivers and zoning relief as may be necessary to accomplish the development and use of the Property as requested by the Developer (collectively, ***"Requested Relief"***).

WHEREAS, Ordinance No. 12-36, adopted by the President and Board of Trustees of the Village of Northbrook onMay 22, 2012, 12-36, grants approval of the Requested Relief, to the Developer for the Property; and

WHEREAS, the Developer desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance and consent to recording the Ordinance against the Property;

NOW THEREFORE, the Developer does hereby agree and covenant as follows:

1. The Developer shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 12-36, adopted by the Village Board of Trustees on May 22, 2012 and the Zoning Code, including specifically but without limitation, Section 11-301 D regarding the payment of Village incurred fees.

2. The Developer acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Developer against damage or injury of any kind and at any time.

3. The Developer acknowledges that the public notices and hearing have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any

denial of any procedural right, provided that the notice to the Developer required by Section 7 of the Ordinance is given.

4. The Developer agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by the Developer of its obligations under this Unconditional Consent and Agreement.

5. The Developer shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

~~6. The Developer warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property~~.

SENIOR LIFESTYLE CORPORATION,
an Illinois corporation

By: _____

Its: EXECUTIVE VICE PRESIDENT

SUBSCRIBED and **SWORN** to before me this 19th day of July, 2012.

Daphne Williams
Notary Public

OFFICIAL SEAL
DAPHNE WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-18-2016

1632729094
Doc# 1632729094 Fee $64.00
KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/22/2016 03:59 PM PG: 1 OF 14

Ordinance 2016-56

An Ordinance Amending Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility, More than One Principal Structure on a Single Zoning Lot, Building Height in Excess of the RS District Limit, Floor Area Ratio in Excess of RS District Limit and Site Plan Approval

Passed by the Board of Trustees, 8/9/2016
Printed and Published 8/10/2016

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

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

/s/ Debra J. Ford
Village Clerk

Ordinance 2016-56

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 Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility, More than One Principal Structure on a Single Zoning Lot, Building Height in Excess of the RS District Limit, Floor Area Ratio in Excess of RS District Limit and Site Plan Approval

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

SHI Northbrook, LLC is the owner ("***Owner***") of that certain parcel of real estate commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois ("***Property***"). On May 22, 2012, the Village Board of Trustees adopted Ordinance 2012-36, granting the Owner's predecessor in title the following relief: (a) special permits for (i) an Assisted Living Facility, (ii) More Than One Principal Structure on a single Zoning Lot, (ii) Building Heights in Excess of RS District Limit, and (iii) Floor Area Ratio in Excess of RS District Limit, as well as (b) Site Plan Approval. In conjunction with the approvals granted by Ordinance No. 2012-36, the Village entered into a Development Agreement, dated as of July 27, 2012, and recorded in the office of the Cook County Recorder on January 30, 2013 as Document No. 1303031053("***Development Agreement***") setting forth the manner in which the proposed development would be constructed. These documents authorized the development of a two building, 188-unit assisted living facility to be constructed in two phases ("***Facility***"). The first phase, consisting of a five-story, 156-unit assisted living facility with 87 surface parking spaces was constructed and is currently being operated on the Property ("***Phase One***"). The Development Agreement contemplated a second phase for the Facility on the northern one-third of the Property, consisting of a one-story building with 32 assisted memory care units ("***Phase Two***"). Phase Two has not been constructed. The fully built-out Facility was required to provide 93 off-street parking spaces, which would be two spaces in excess of the RS District requirements as set forth in the Northbrook Zoning Code (1988), as amended, ("***Zoning Code***").

The Owner has requested an amendment to the approvals granted by Ordinance 2012-36 to allow the construction of additional off-street parking spaces on the portion of the Property previously designated for Phase 2 ("***Requested Relief***"). These additional spaces would result in a net gain of 31 parking spaces on the Property for a total of 118 off-street parking spaces. The construction of the new parking spaces would preclude the construction of Phase Two in the form approved by Ordinance No. 2012-36 and the Development Agreement, but the Owner would like to reserve the option of submitting a revised plan for Phase Two in the future.

The President and the Board of Trustees hereby find that (a) the Requested Relief constitutes a minor modification of the relief granted by Ordinance No. 2012-36; and (b) granting the Requested Relief in accordance with the terms and conditions set forth below would be in the best interest of the Village and the public.

Section 2. DESCRIPTION OF THE SUBJECT PROPERTY.

The Property consists of approximately 7.2 acres legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The Property is located in the RS Residential Specialty District.

Section 3. PUBLIC MEETINGS AND HEARINGS.

Pursuant to public notice published in the *Northbrook Star* on July 21, 2016, a public hearing was held by the Village's Board of Trustees on August 9, 2016, to consider the Requested Relief.

Section 4. AMENDMENT TO SPECIAL PERMITS AND SITE PLAN CONDITIONS.

The approvals granted by Ordinance 2012-36 shall be contingent upon the development, use, and maintenance of the Property being in substantial compliance with the following amended terms, conditions, and provisions:

A. Continued Application of and Compliance with Prior Approvals. All provisions of Ordinance 2012-36 not amended by this Ordinance shall remain in full force and effect and the Owner shall continue to maintain the Property in full compliance with those approvals.

B. Compliance with Amended Plans. The development, use, and maintenance of the Property shall be in strict compliance with the following amended documents and plans, except for minor changes and site work approved by the Director of Development and Planning Services and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

1. Architectural Site Plan for North Shore Place, prepared by SAS Architects & Planners, consisting of one sheet, with a latest revision date August 4, 2016, attached as ***Exhibit B***, and, by this reference, made a part of this Ordinance; and

2. Preliminary Engineering Plan for North Shore Place, prepared by Spaceco, Inc., consisting of one sheet, with a latest revision date of August 4, 2016, attached as ***Exhibit C***, and, by this reference, made a part of this Ordinance ("***Engineering Plan***");

C. Phasing. Due to the installation of additional parking spaces on the northern portion of the Property, Phase Two of the Facility cannot be constructed as approved by Ordinance 2012-36. Phase Two of the Facility may only be constructed upon the approval of a further amendment to Ordinance 2012-36 pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for amendment of special permit uses. Such amendment will address parking and circulation concerns.

Section 5. AMENDED SITE PLAN APPROVAL.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Site Plan for Phase 1 for the Subject Property is hereby amended in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village, and shall be replaced with the Architectural Site Plan for North Shore Place attached as ***Exhibit B***.

Section 6. EFFECT OF AMENDMENT.

All terms, conditions, and provisions of Ordinance 2012-36 not expressly amended or modified by this Ordinance shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Ordinance conflict with Ordinance 2012-36, the terms of this Ordinance shall control.

Section 7. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. passage by the Board of Trustees by a majority vote in the manner required by law;

2. the filing with the Village Clerk by the Owner of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of ***Exhibit D***, attached to and, by this reference, made a part of this Ordinance;

3. publication in pamphlet form in the manner required by law; and

4. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder of Deeds.

B. In the event that the Owner does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.2 of this Ordinance, within 60 days after the date of passage of this Ordinance by the corporate authorities the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 8/9/2016

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	A.C. Buehler, Trustee
AYES:	Karagianis, Buehler, Scolaro, Heller, Israel, Frum
ABSENT:	Kathryn Ciesla

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and exact copy of the original.
9-22-16
Date

VILLAGE OF NORTHBROOK
CORPORATE SEAL
COOK COUNTY, ILL.
Village Clerk

EXHIBITS LIST

Exhibit A	Legal Description of Subject Property
Exhibit B	Architectural Site Plan
Exhibit C	Preliminary Engineering Plans
Exhibit D	Unconditional Agreement and Consent

EXHIBIT A

Legal Description of Property

Lot 1 in the Senior Lifestyle Corporation North Shore Place Consolidation, a consolidation of part of the northeast quarter of Section 11, Township 42 north, Range 12 east of the Third Principal Meridian, in Cook County Illinois as depicted in that certain Plat of Consolidation recorded in the Office of the Cook County Recorder on March 21, 2013 as Document No. 1308018048.

P.I.N.s: 04-11-203-035-0000, 04-11-203-037-0000, 04-11-203-038-0000, 04-11-203-040-0000, 04-11-203-041-0000, 04-11-203-047-0000, 04-11-203-057-0000.

Commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois 60062.

EXHIBIT B

Architectural Site Plan

PROPOSED PARKING ADDITION:

north 0 20' 40'

- 3' NORWAY SPRUCE GROUPING TO PROVIDE SCREENING
- EXTEND SIDEWALK TO PROVIDE PEDESTRIAN ACCESS FROM NEW PARKING AREA
- 8' HT. TREE LILAC
- 5- 3" CALIPER SUNSET MAPLE
- 113 STANDARD PARKING SPACES
  5 ACCESSIBLE PARKING SPACES
  118 TOTAL PARKING SPACES
- EXISTING BENCHES TO REMAIN (TYP.)
- MOWED LAWN AREA
- 4- 3" CALIPER LITTLELEAF LINDEN
- 8' HT. TREE LILAC
- ADDED PARKING SPACE (TYP.)
- RESTORE LAWN
- LAWN
- ENTRY/EXIT CREATED TO ACCESS DRIVE TO PROVIDE EFFICIENT VEHICULAR CIRCULATION
- EXISTING PARKING (TYP.)
- EXISTING LIGHT TO BE REMOVED
- 4 EXISTING PARKING SPACES REMOVED TO CREATE ENTRY TO ADDITIONAL PARKING AREA

KEY PLAN

NO.	DESCRIPTION	DATE
	PER VILLAGE OF NORTHBROOK	02/04/16
	ADDITIONAL PARKING	06/23/15
	CONSTRUCTION	03/06/13
	PERMIT REVISION	11/19/12
	ADDENDUM #2	10/01/12
	ISSUE FOR BID & PERMIT	10/02/12
	30% DD REVIEW SET	07/31/12

SIGNATURE

DRAWN BY	APPROVED BY
DF	NP
JOB NO.	DATE
11052	06/04/2016
SHEET NO.	

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1000 SUNSET RIDGE ROAD

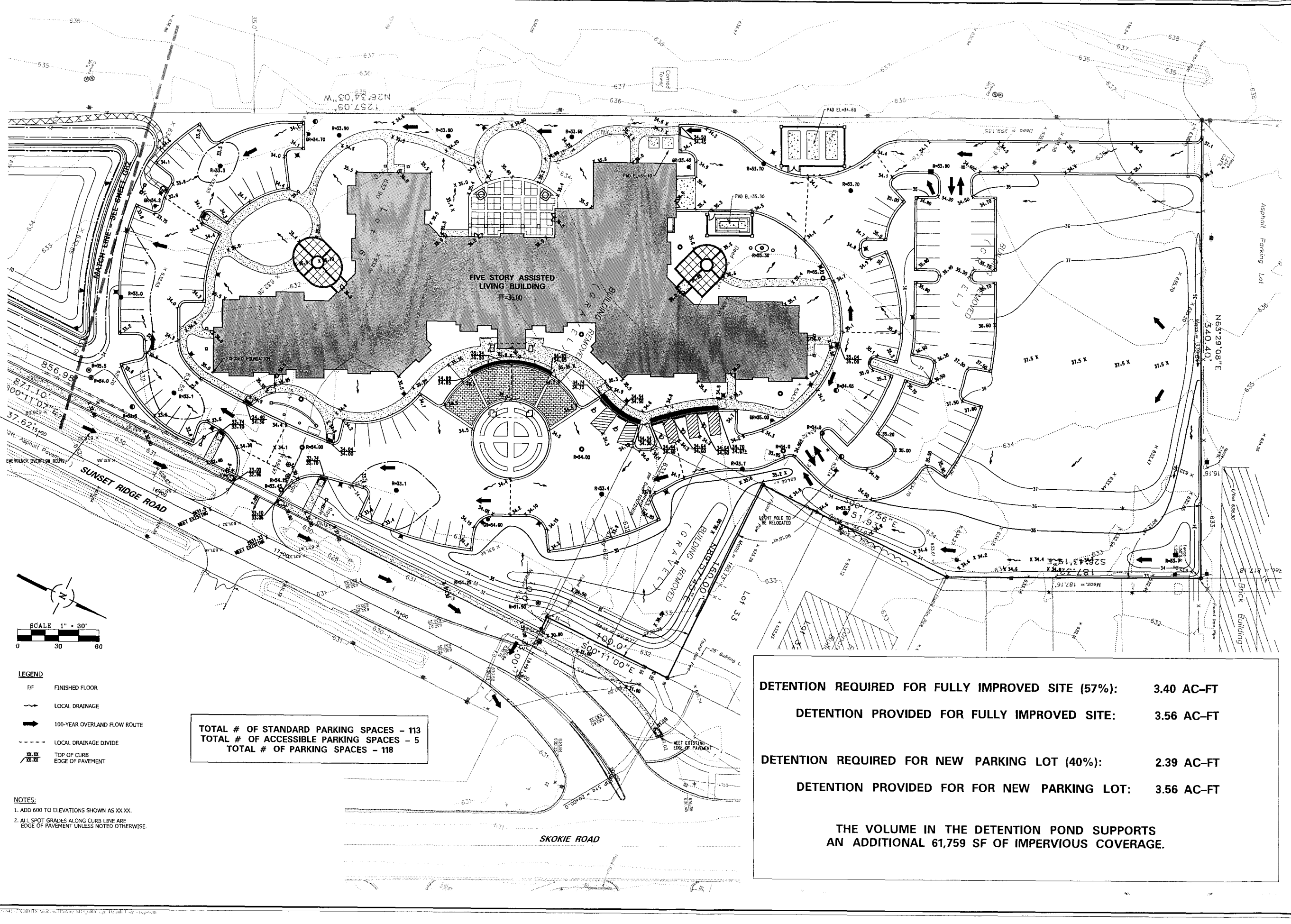
NORTH SHORE PLACE
SENIOR LIVING COMMUNITY

NORTHBROOK, ILLINOIS

SAS ARCHITECTS & PLANNERS
630 DUNDEE ROAD
NORTHBROOK, ILLINOIS 60062
847-564-8333 • FAX 847-564-9989

EXHIBIT C

Preliminary Engineering Plans



LEGEND

F/F	FINISHED FLOOR
~~	LOCAL DRAINAGE
➡	100-YEAR OVERLAND FLOW ROUTE
- - - - -	LOCAL DRAINAGE DIVIDE
XX.XX / XX.XX	TOP OF CURB / EDGE OF PAVEMENT

NOTES:

1. ADD 600 TO ELEVATIONS SHOWN AS XX.XX.
2. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.

TOTAL # OF STANDARD PARKING SPACES – 113
TOTAL # OF ACCESSIBLE PARKING SPACES – 5
TOTAL # OF PARKING SPACES – 118

DETENTION REQUIRED FOR FULLY IMPROVED SITE (57%):	3.40 AC–FT
DETENTION PROVIDED FOR FULLY IMPROVED SITE:	3.56 AC–FT
DETENTION REQUIRED FOR NEW PARKING LOT (40%):	2.39 AC–FT
DETENTION PROVIDED FOR FOR NEW PARKING LOT:	3.56 AC–FT

THE VOLUME IN THE DETENTION POND SUPPORTS AN ADDITIONAL 61,759 SF OF IMPERVIOUS COVERAGE.

NO.	DATE	REMARKS
1	8-4-16	PER VILLAGE OF NORTHBROOK

PRELIMINARY ENGINEERING PLAN

NORTH SHORE PLACE

NORTHBROOK, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
SPACECO INC.

FILENAME: 6413GR01
DATE: 6/13/16
JOB NO. 6413
SHEET C1
1 OF 1

EXHIBIT D

Unconditional Agreement and Consent

TO: The Village of Northbrook, Illinois (***"Village"***):

WHEREAS, SHI Northbrook, LLC is the owner (***"Owner"***) of that certain parcel of real estate commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois (***"Property"***). The Subject Property is located in the RS Residential Specialty District; and

WHEREAS, the Property has been developed with a five-story, 156-unit assisted living facility with 87 surface parking spaces pursuant to special permits and site plan approved granted by Ordinance 2012-36; and

WHEREAS, The Owner has requested an amendment to the approvals granted by Ordinance No. 2012-36 to allow the construction of additional off-street parking spaces on the northern portion of the Property (***"Requested Relief"***); and

WHEREAS, Ordinance 2016-56 adopted by the President and Board of Trustees of the Village of Northbrook on August 9, 2016 (***"Amending Ordinance"***), amends Ordinance 2012-35 to allow for the construction, operation, and maintenance of 31 additional parking spaces on the Property in accordance with a revised Site Plan and Engineering Plans for the Property; and

WHEREAS, the Owner desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Amending Ordinance and consent to recording the Amending Ordinance against the Property;

NOW THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance 2016-56, adopted by the Village Board of Trustees on August 9, 2016 as well as all terms, conditions, restrictions, and provisions of Ordinance 2012-36.

2. The Owner acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

3. The Owner acknowledges that the public notices and hearing have been properly given and held with respect to the adoption of the Amending Ordinance, have considered the possibility of the revocation provided for in the Amending Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right.

4. The Owner agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims

that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Amending Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by the Owner of its respective obligations under this Unconditional Consent and Agreement.

5. The Owner shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Amending Ordinance against the Subject Property.

ATTEST:

By: _____
Signature

By: Stephen J. Levy
Print Name

Its: Auth. Signatory

SHI NORTHBROOK, LLC, a Delaware limited liability company

By: _____
Signature

By: JEROLD H. FRUMM
Print Name

Its: AUTHORIZED SIGNATORY

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: A Public Hearing to Consider Amendments to Article 2, Article 6, and Article 9 of the Northbrook Zoning Code as it relates to the Architectural Control Commission and Zoning Board of Appeals

Overview
As discussed at the October 7, 2025 Village Board Committee of the Whole meeting, amendments to the Zoning Code have been prepared to assign duties of the Architectural Control Commission to the Zoning Board of Appeals due to the streamlined review procedures established by the recent update to the Zoning Code.

Fiscal Impact
N/A.

Recommendation
Conduct a Public Hearing.

Background
The Village Board will hold a public hearing on December 9, 2025 to consider an application submitted on behalf of the Village of Northbrook Board of Trustees proposing amendments to the Northbrook Zoning Code Articles 2, 6, and 9. The proposed amendments assign the duties of the Architectural Control Commission to the Zoning Board of Appeals, as discussed by the Board of Trustees on October 7, 2025 during a Committee of the Whole meeting.

The newly adopted Northbrook Zoning Code simplifies and streamlines many application and development processes. Going forward, the Village will have fewer minor applications which require additional review by a public body. Therefore, one public body will be sufficient to review all remaining minor applications which require review by a public body.

The proposed amendments were properly noticed on the Village of Northbrook public notice webpage on November 19, 2025. To date, staff has not received any public comment on the application.

A subsequent item on this agenda includes an ordinance for consideration on the December 9, 2025 agenda.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: An Ordinance Approving the Renewal of a Special Permit for a Personal Wireless Service Antenna in the IB District (TowerCo IV, LLC)(Docket No. BOT-25-17)

Overview
TowerCo IV, as applicant of 2705 Techny Road, has requested renewal of a Special Permit previously granted and requires the Village Board hold a Public Hearing.

Fiscal Impact
N/A.

Recommendation
Approval, subject to the Public Hearing scheduled for this same meeting of the Village Board.

Background

The Village Board will hold a public hearing on December 9, 2025, to consider an application submitted by TowerCo IV, LLC, the applicant requesting a special permit renewal of Ordinance No. 2014-59 Granting Approval of a Special Permit for Personal Wireless Service Antennas on a Tower at 2705 Techny Road.

This application must be considered under the 1988 Zoning Code, as amended, due to the timing of the filing of the application. The 1988 Zoning Code established that the Village Board of Trustees shall hold a public hearing on this matter and is the sole reviewer. In addition, Ordinance No. 2014-59 states that the Corporate Authorities must grant the renewal of the special permit.

The Applicant is requesting to renew an existing special permit (Ordinance No. 2014-59) to allow the continued operation of personal wireless service antennas (SIC No. 4810.02) in the IB Institutional Building District. The Applicant has remained in compliance with the terms of the special permit, and since approving this special permit, the Village has received no complaints regarding the operation of the facility. Staff has proposed that the term of the special permit be removed as the facility has always operated within compliance.

Should the Board wish to act on this matter following the public hearing, a draft ordinance has been prepared containing new language for the elimination of the term of the ordinance.

The primary issues for the Board of Trustees to consider when reviewing this application are:

- Is it appropriate to renew the special permit for a personal wireless service antennas on the Subject Property?
- If so, should there be any operational limitations placed on the use?

A sign has been posted on the Subject Property indicating the time and date of the Board of Trustees public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. As of the date of this memo, staff has not received any comments regarding the application.

The Subject Property is noted as being:

- zoned IB Institutional Building District;
- located south of Techny Rd and west of Foxglove Dr;
- surrounded by R-4 to the north, IB to the west, and R-8 to the south and east
- designated as appropriate for Institutional Facility in the Comprehensive Plan;
- not located within the 100-year flood plain;
- not located within a stormwater project area as identified in the Master Stormwater Management Plan.

On November 11, 2014, the Village Board approved Ordinance No. 14-59 granting special permit approval for the cell tower facility on the property. This approval was granted with a ten-year term, expiring on September 30, 2025. A copy of the previously approved ordinance is included with this report. Also included is Ordinance No. 2015-14 which granted approval of the special permit being transferred.

Special Permit Renewal Process & Standards

During administrative review, staff determined that the application was in compliance with previous approvals and there were no outstanding issues with regards to the special permit use and deemed the use appropriate for administrative renewal, with the exception of Section 8 of Ordinance 2014-59 which specifically requires renewal by the Board of Trustees.

The Zoning Code states that if the Applicant demonstrates, to the Board's satisfaction, " *that the standards and circumstances under which the special permit was originally approved have not materially changed, and the party has demonstrated that is currently operating in full compliance with its original approval as well as all Village codes, ordinances, and regulations, the Board of Trustees may, by ordinance duly adopted, renew the special permit for the same period of time for which the special permit was first valid, or such other term as deemed appropriate by the Board of Trustees*." In this specific instance, staff is recommending the removal of a term for this use as the ordinance and Village codes will allow for enforcement measures if ever necessary.

To renew the special permit request, the Applicant must demonstrate to the Board of Trustees satisfaction that the standards and circumstances under which the special permit was originally approved have not materially changed. These standards generally include the following:

1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?

2) Will there be any adverse impact upon adjacent properties?

3) Will the proposed use interfere with the orderly development of adjacent properties?

4) Are there adequate public facilities to serve the development?

5) Will the use cause undue traffic congestion?

6) Will the development cause loss of significant environmental or historical features?

7) Will the use comply with other applicable Village standards?

The Applicant has provided a written statement indicating that they have been operating in compliance with the previously approved ordinance and will continue to do so.

The Applicant and staff will be present at the December 9, 2025 regular meeting to answer any questions.

Ordinance Approving Special Permit Renewal - 2705 Techny

ORDINANCE NO. 25-__

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 Approving the Renewal of a Special Permit for a Personal Wireless Service Antenna in the IB District (TowerCo IV, LLC) (Docket No. BOT-25-17)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

TowerCo IV, LLC ("***Applicant***") is requesting a special permit renewal to allow the continued operation of a personal wireless services facility ("***Facility***") on that certain parcel of real property commonly known as 2705 Techny Road ("***Property***") which is owned by the North Suburban Young Men's Christan Association, an Illinois not-for-profit organization ("***Owner***").

On November 11, 2014, the Corporate Authorities adopted Ordinance No. 2014-59, granting a special permit for a personal wireless services facility with a ten-year term, which was then approved with a minor modification through Ordinance 2015-14. Together Ordinances 2014-59 and 2015-14 are collectively referred to hereinafter as the "***Special Permit Ordinances***."

Since Ordinance No. 2015-14 was adopted, TowerCo 2013, LLC assigned entity ownership to TowerCo, LLC which has requested that the Special Permit Ordinances be renewed in the name of its related entity TowerCo IV, LLC ("***Lessee***"), which is the current named and assigned lessee of the Property. The Owner and the Applicant are now requesting that the Village formally grant a renewal of the special permit for the Facility pursuant to Subsection 11-602 K of the Northbrook Zoning Code (1988), as amended ("***Zoning Code***").

The Facility has operated since 2014 without incident and the Board of Trustees has determined that the circumstances under which the original special permit was granted have not substantially changed. Therefore, the Corporate Authorities have determined that it is in the best interests of the Village and the public to renew the special permit granted by the Special Permit Ordinances.

Section 2. DESCRIPTION OF PROPERTY

The Property is commonly known as 2705 Techny Road and is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located in the IB Institutional Building District.

Section 3. PUBLIC HEARING AND PUBLIC MEETING.

A public hearing to consider the renewal of the special permit was duly advertised and was

held at the Board of Trustees regular meeting on December 9, 2025.

Section 4. RENEWAL OF SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in the Special Permit Ordinances, and pursuant to Subsection 11-602 K of the Zoning Code, the special permit to allow the continued operation of personal wireless service antennas located on a tower-style antenna support structure facility (SIC Number 4810.02) on the Property ("***Special Permit***"), is hereby, renewed and granted to the Lessee.

Section 5. RESTATEMENT OF SPECIAL PERMIT ORDINANCES.

All terms, provisions, conditions, and restrictions of the Special Permit Ordinances shall remain in full force and effect except as specifically set forth in Section 6 of this Ordinance.

Section 6. TERM.

The special permit shall no longer have a term.

Section 7. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

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

ii. Publication in pamphlet form in the manner required by law;

PASSED: This __ day of December 2025.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

_____

Village President

ATTEST:

_____

Village Clerk

EXHIBIT A

Legal Description

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-16-300-008-0000

Commonly known as 2705 Techny Road, Northbrook, Illinois 60062

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: An Ordinance Amending Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility, More than One Principal Structure on a Single Zoning Lot, Building Height in Excess of the RS District Limit, Floor Area Ratio in Excess of RS District Limit, and Site Plan Approval (North Shore Place – 1000 Sunset Ridge Road)

Overview
The property owner is requesting to amend the original approval to eliminate the requirement that the Village Board of Trustees must approve any transfer of operators for the senior living facility located at 1000 Sunset Ridge following a public hearing scheduled as part of this same meeting of the Village Board.

Fiscal Impact
N/A.

Recommendation
Approval, subject to the Public Hearing scheduled for this same meeting of the Village Board.

Background
The Village Board will hold a public hearing on December 9, 2025 to consider an application submitted by BMSH I Northbrook IL, LLC, as owner of 1000 Sunset Ridge Road, requesting to amend Ordinance No. 2012-36 to remove an existing requirement that the Village Board of Trustees approve transfer of operators for the senior living facility. The owner has indicated that it agrees to notify the Village of any future new operators and acknowledges that the other conditions in the ordinance will remain in effect.

This application was filed under the recently adopted new Zoning Code.

The primary issues for the Board of Trustees to consider when reviewing the request are:
- Is it appropriate to amend the original ordinance to eliminate the requirement for Board of Trustees approval for change in operators?

The application was properly noticed on the Village of Northbrook public notice webpage on November 19, 2025. The owner also provided proof of completing the required mailed notice

to surrounding property owners, as well as proof of posting a sign on the property indicating the requested relief and the date and time of the public hearing. To date, staff has not received any public comments on the application.

The Subject Property is noted as being:

- zoned RS Residential Specialty District;
- located on the west side of Sunset Ridge Road, south of Skokie Boulevard;
- designated appropriate for Major Corridor Multi- Use in the Comprehensive Plan;
- surrounded by O-2 Limited Office zoning on all sides;
- not located within the 100-year flood plain; and
- not located within proximity to a recent stormwater project area as identified in the Master Stormwater Management Plan.

Under the new Zoning Code process, there are three categories for amending a previously approved special permit ordinance: administrative amendments, minor amendments, and major amendments. The administrative amendments are handled administratively and are applicable to similar or reduced intensity and maintaining all restrictions established in the originally approved ordinance. A minor amendment involves no substantial impact on the neighboring properties, or the general public, while a major amendment encompasses all other requests.

The proposed amendment is considered a minor amendment of the previously approved special permit ordinance and thus only requires a public hearing conducted by the Board of Trustees without a requirement of a preliminary review. The removal of a prior condition in the ordinance is what triggers the requirement of the public hearing before the Board of Trustees.

In reviewing an amendment to a special permit ordinance it is important to continue to consider the applicable review criteria:

- The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.
- The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the public health, safety and general welfare.
- The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.
- The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.
- The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.
- The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The applicant has provided a written response to the above list of criteria attached to this report for review.

The applicant and staff will be available at the December 9, 2025 regular meeting to answer any questions.

An Ordinance Amending Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility

Ordinance 2025-

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 Special Permits Granted by Ordinance 2012-36 for an Assisted Living Facility, More than One Principal Structure on a Single Zoning Lot, Building Height in Excess of the RS District Limit, Floor Area Ratio in Excess of RS District Limit, and Site Plan Approval

(North Shore Place – 1000 Sunset Ridge Road)

shall be, and is hereby, adopted as follows:

Section 1. RECITALS.

On May 22, 2012, the Village President and the Board of Trustees adopted Ordinance 2012-36, which approved the following relief: (a) special permits for (i) an Assisted Living Facility, (ii) More Than One Principal Structure on a single Zoning Lot, (ii) Building Heights in Excess of RS District Limit, and (iii) Floor Area Ratio in Excess of RS District Limit, as well as (b) Site Plan Approval. In conjunction with the approvals granted by Ordinance 2012-36, the Village entered into a Development Agreement, dated as of July 27, 2012, and recorded in the office of the Cook County Recorder on January 30, 2013 as Document 1303031053 ("***Development Agreement***") setting forth the manner in which the proposed development would be constructed. These documents authorized the development of a two building, 188-unit assisted living facility to be constructed in two phases ("***Facilit***y") on the property located at 1000 Sunset Ridge Road ("***Property***").

On August 9, 2016, the Village President and the Board of Trustees approved Ordinance 2016-56, which amended Ordinance 2012-36 to allow construction of 31 additional off-street parking spaces on the Property.

On September 1, 2017, fee simple title of the Property was conveyed to BMSH I Northbrook, LLC ("***BMSH***").

On December 19, 2017, the Village President and the Board of Trustees approved Ordinance No. 2017-62, which (i) amended the approved Site Plan, Elevations, and Landscape Plans for the Property; and (ii) approved the transfer and assignment of all outstanding obligations of the Development Agreement to BMSH.

Section 6.E. of Ordinance 2012-36 requires that the Facility be operated exclusively by Senior Lifestyle Management, LLC ("***Operator***"), the original applicant and developer of the Property under Ordinance 2012-36, and the operation of the Facility may not be transferred without approval by the Board of Trustees of the Village.

In connection with the sale of the Property and Facility by BMSH, BMSH now requests an amendment to the relief granted by Ordinance 2012-36, as amended by Ordinances 2016-56 and 2017-62, to remove the requirement in Section 6.E. that operation of the Facility may not be transferred without

approval by the Board of Trustees of the Village ("***Requested Relief***").

The President and the Board of Trustees hereby find that (i) granting the Requested Relief constitutes a Minor Amendment to the special permits granted pursuant to Ordinance 2012-36; and (ii) granting the Requested Relief in accordance with the terms and conditions set forth below would be in the best interest of the Village and the public.

Section 2. DESCRIPTION OF THE PROPERTY.

The Property consists of approximately 7.2 acres legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The Property is located in the RS Residential Specialty District.

Section 3. PUBLIC MEETINGS AND HEARINGS.

Pursuant to public notice published on public notice portal portion of the Village's website a public hearing was held by the Village's Board of Trustees on December 9, 2025, to consider the Requested Relief.

Section 4. AMENDMENT TO ORDINANCE 2012-36.

Ordinance 2012-36, as amended by Ordinances 2016-56 and 2017-62, shall be further amended to repeal Section 6.E of Ordinance 2012-36 in its entirety and replace it with the following:

"E. The Development shall be operated in compliance with all applicable state and local laws and the operator of the Development must obtain all state licenses and certifications required for the operation of an assisted living facility. Upon the transfer of operation of the Development, the new operator must provide notice to the Village of such transfer. Such notice must include an acknowledgement of the conditions and restrictions on the special use permits granted by Ordinance 2012-36, as amended."

Section 5. EFFECT OF AMENDMENT.

All terms, conditions, and provisions of Ordinance 2012-36, as amended by Ordinances 2016-56 and 2017-62, not expressly amended or modified by this Ordinance shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Ordinance conflict with Ordinance 2012- 36, as amended, the terms of this Ordinance shall control.

Section 6. EFFECTIVE DATE.

This Ordinance shall be effective only upon the occurrence of all of the following events:

1. passage by the Board of Trustees by a majority vote m the manner required by law;

2. publication in pamphlet form in the manner required by law; and

3. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder of Deeds.

Adopted:

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

_____
Village President

ATTEST:

_____
Deputy Village Clerk

EXHIBIT A

Legal Description of Property

Lot 1 in the Senior Lifestyle Corporation North Shore Place Consolidation, a consolidation of part of the northeast quarter of Section 11, Township 42 north, Range 12 east of the Third Principal Meridian, in Cook County Illinois as depicted in that certain Plat of Consolidation recorded in the Office of the Cook County Recorder on March 21, 2013 as Document No. 1308018048.

P.I.N.s: 04-11-203-035-0000, 04-11-203-037-0000, 04-11-203-038-0000, 04-11-203-040-0000, 04-11-203-041-0000, 04-11-203-047-0000, 04-11-203-057-0000.

Commonly known as 1000 Sunset Ridge Road, Northbrook, Illinois 60062.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: An Ordinance Amending the Northbrook Zoning Code Regarding the Architectural Control Commission and Zoning Board of Appeals (Docket No. BOT-25-18)

Overview
The ordinance will assign the duties of the Architectural Control Commission to the Zoning Board of Appeals in an initiative to simplify the zoning review process for customers following a public hearing.

Fiscal Impact
N/A.

Recommendation
Approval, subject to the Public Hearing scheduled for this same meeting of the Village Board.

Background
The Village Board will hold a public hearing on December 9, 2025 under a separate item to consider an application submitted on behalf of the Village of Northbrook Board of Trustees proposing amendments to the Northbrook Zoning Code Articles 2, 6, and 9. The proposed amendments assign the duties of the Architectural Control Commission to the Zoning Board of Appeals, as discussed by the Board of Trustees on October 7, 2025 during a Committee of the Whole meeting.

The newly adopted Northbrook Zoning Code simplifies and streamlines many application and development processes. Going forward, the Village will have fewer minor applications which require additional review by a public body. Therefore, one public body will be sufficient to review all remaining minor applications which require review by a public body.

The proposed amendments were properly noticed on the Village of Northbrook public notice webpage on November 19, 2025. To date, staff has not received any public comment on the application.

An Ordinance Amending the Northbrook Zoning Code Regarding the Architectural Control Commission and Zoning Board of Appeals
Exhibits A-C - Zoning Code Amendment Regarding Commissions

ORDINANCE 2025-_____

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

An Ordinance Amending the Northbrook Zoning Code Regarding the Architectural Control Commission and Zoning Board of Appeals (Docket No. BOT-25-18)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The Village is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

The Village is authorized to enact laws and regulations governing the annexation, subdivision, use, and development of land within its jurisdiction pursuant to its powers under Article 11 of the Illinois Municipal Code (65 ILCS 5/11-1-1 *et seq*.) and its home rule powers to preserve and promote the health, safety, and welfare of the residents of the Village.

The President and Board of Trustees of the Village of Northbrook (the "***Applicant***") has filed an application for certain amendments to the Village of Northbrook Zoning Code, adopted September 9, 2025, as amended from time to time (the "***Zoning Code***")

The President and Board of Trustees hereby find that it is in the best interest of the public and the Village to amend the Zoning Code as provided in this Ordinance ("***Text Amendment***"). The Text Amendment is adopted in accordance with the Zoning Code and pursuant to the Village's home rule authority.

Section 2. PUBLIC HEARINGS.

A public notice for the Text Amendment was duly published on November 19, 2025 in on the Village Public Notices and Hearings webpage and a public hearing was held at the Board of Trustee's regular meeting on December 9, 2025.

Section 3. AMENDMENT TO ARTICLE 2 OF THE ZONING CODE.

Article 2 of the Zoning Code entitled "Ordinance Administration and Enforcement" shall be, and is hereby amended as set forth in ***Exhibit A*** to this Ordinance.

Section 4. AMENDMENT TO ARTICLE 6 OF THE ZONING CODE.

Section 6-110, entitled "C-4 District Planned Development," of Article 6 of the Zoning Code, entitled "Commercial District Standards" shall be, and is hereby amended as set forth in ***Exhibit B*** to this Ordinance.

Section 5. AMENDMENT TO ARTICLE 9 OF THE ZONING CODE.

Section 9-104, entitled "VG-O Village Green Overlay," of Article 9 of the Zoning Code, entitled "Overlay District Standards" shall be, and is hereby amended as set forth in ***Exhibit C*** to this Ordinance.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect ten days after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED: This __ day of December 2025.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

Article 2. Code Administration and Enforcement

2-101. General Provisions
2-102. Review and Decision-Making Bodies
2-103. General Procedures
2-104. Administrative Adjustment
2-105. Certificate of Occupancy
2-106. Floodplain Development Permit
2-107. Interpretations
2-108. Site Plan
2-109. Land Use Verification
2-110. Temporary Use Permit
2-111. Administrative Appeal
2-112. VG-O District Design Review
2-113. Special Permit
2-114. Variance
2-115. Comprehensive Plan Adoption
2-116. Comprehensive Plan Amendment
2-117. Code and Zoning Map Amendment
2-118. Planned Unit Development
2-119. Enforcement

2-101.General Provisions

A. **Purpose**. The purpose of this Article is to establish the roles of review and decision-making bodies, and the review, decision-making, and enforcement procedures required to develop land within the jurisdiction of the Village.

B. **Applicability**.

1. The provisions of this Article shall be applicable to all development activity within the Village's jurisdiction, including amendments to previously approved development activity. Where there are ambiguities in the associated review procedures and decision-making criteria for particular applications, the Village Manager shall interpret the procedures and identify the review process for such application or development activity.

2. No land shall be used or occupied, and no structures shall be demolished, erected, moved, extended, or enlarged, nor shall any timbering, clearing and grubbing, or filling of any lot for the construction of any building, infrastructure, or site improvement be initiated until the Village has issued an appropriate permit which will certify that the proposed work is in conformity with the provisions of this Code.

2-102.Review and Decision-Making Bodies

A. **Village Manager.**

1. **General Powers.** The Village Manager shall be charged with the administration and enforcement of this Code. In addition to the jurisdiction, authority, and duties conferred on the Village Manager by other provisions of State statutes and Village Codes, the Village Manager shall have all powers necessary to such administration and enforcement, and shall, in particular, have the jurisdiction, authority, and duties hereinafter set forth.

2. **Rules; Regulations; Application Forms.** The Village Manager shall, consistent with the express standards, purposes, and intent of this Code, promulgate, adopt, and issue such procedural rules, regulations, and forms as are in the Village Manager's opinion necessary to the effective administration and enforcement of the provisions of this Code.

3. **Village Manager Designee**. The Village Manager may assign the administration of this Code to a designated member of Village staff, including any member of the Department of Development and Planning Services, the Village Engineer, or other professional with expertise related to the specific provision. Any use of the term Village Manager in this Code shall also include their designee.

4. **Staff Assistance to the Zoning Board of Appeals and Plan Commission.** The Village Manager shall make staff and consulting assistance available to the Zoning Board of Appeals and the Plan Commission, and the Village Manager, or their delegate, shall in that capacity:

   a. Attend the meetings of each such body,

b. Inform each such body of all facts and information at the Village Manager's disposal with respect to any matter brought before such body,

c. Assist each such body by performing research and making recommendations on matters brought before each such body, and

d. Perform such other duties as may be assigned to the Village Manager by this Code and by the direction of the Village Board.

5. **Records.** The Village Manager shall, subject to Village record retention policies, maintain:

   a. Permanent and current records of this Code, including all maps; amendments; special permits; planned development and site plan approvals and denials; interpretations; and decisions rendered by the Zoning Board of Appeals, the Plan Commission, the Village Attorney, and the Village Manager, together with relevant background files and materials together with the final disposition of the Village Board,

   b. A current file of all Zoning Reviews, all Certificates of Occupancy, and notices of violations, terminations, discontinuance, or removal, issued by or entrusted to the Village Manager's office, for such times necessary to ensure continuous compliance with the provisions of this Code.

6. **Zoning Text; Zoning Map.** In lieu of any state or local requirement for annual publication of the Zoning Map, the Village Manager shall regularly update the Zoning Map and cause an up-to-date copy of both the Zoning Code Text and the Zoning Map to be available to the public on the Village's website.

7. **Applications: Receipt, Processing, Referral to Interested Parties and Agencies.** The Village Manager shall receive all applications required to be filed pursuant to this Code. Upon receipt of any such application, the Village Manager shall see to its expeditious processing, including its prompt referral to and retrieval from each official department, board, or commission of the Village, or other government, with any interest or duty with respect to such application. Unless the Board of Trustees directs or determines otherwise, the Village Manager may waive any application requirements that require the submission of supporting information where the applicant demonstrates to the Village Manager that the information required is not relevant to the application submitted.

8. **Investigation of Applications.** Whenever the Plan Commission, the Zoning Board of Appeals, or the Board of Trustees shall, by general rule or specific direction, so request, the Village Manager shall conduct or cause to be conducted such surveys, investigations, and field studies, and shall prepare or cause to be prepared such reports, maps, photographs, charts, and exhibits, as shall be necessary and appropriate to the processing of any application filed pursuant to this Code.

9. **Village Manager Authority.** Pursuant to the provisions of this Section the Village Manager shall review and make decisions regarding the approval or denial of all matters assigned to their authority under this Code, including but not limited to administrative procedures.

10. **Extensions of Time.** The Village Manager may, upon written request, for good cause shown and without any notice or hearing, grant extensions of any time limit imposed on an applicant or permittee by this Code unless a Code or resolution shall expressly provide otherwise.

11. **Inspection and Enforcement.** In furtherance of the enforcement of this Code, the Village Manager shall undertake such regular and continuing programs of inspection of work approved and underway and of existing structures and uses as may be feasible and proper; shall undertake such additional inspections as may be necessary to the performance of their duties hereunder; shall receive from any person complaints alleging, with particularity, a violation of this Code; and when appropriate shall cause such investigations and inspections as may be warranted by such complaints to be made. Upon finding the existence of any violation of this Code, the Village Manager shall take or direct all actions necessary or appropriate to penalize and abate such violation.

12. **Reports.** The Village Manager shall, as from time to time appropriate, prepare and submit a report to the Board of Trustees, the Zoning Board of Appeals, and the Plan Commission concerning the administration of the land use and development regulations of the Village, setting forth such information and statistical data as may be of interest and value in advancing and furthering the goals and purposes of such regulations and setting forth the Village Manager's recommendations for the improvement of such regulations and their administration.

13. **Administrative Adjustments.** Pursuant to the provisions of Section 2-104 of this Article, the Village Manager shall have authority to review and approve, approve with conditions, or deny applications for Administrative Adjustments in those cases specified in Section 2-104-B.

B. **Zoning Board of Appeals.**

1. **Established.** The Zoning Board of Appeals established by Chapter 2 of the Northbrook Municipal Code is the Zoning Board of Appeals referred to in this Code. The provisions of this Code with respect to such body shall be deemed supplementary to the provisions of Chapter 2, Article VI of the Northbrook Municipal Code. Reference should be made to said Chapter 2, Article VI for a complete description of the membership, term of office, and rules of procedure of the Zoning Board of Appeals.

2. **Necessary Vote.** The concurring vote of at least a majority of the currently appointed Zoning Board of Appeals shall be necessary on any motion to reverse any order, requirement, decision, or determination appealed to it; to decide in favor of the applicant any application made; or to effect any variation from the provisions of this Code. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision denying the appeal, application, or variation.

3. **Record and Decisions.**

   a. The transcript of testimony, if any; the minutes of the Staff Secretary; all applications, requests, exhibits, and papers filed in any proceeding before the Zoning Board of

Appeals; and the decision of the Zoning Board of Appeals shall constitute the record. The Zoning Board of Appeals may rely on the personal knowledge of its members, on its inspections of the property, and on any reports available to it; provided, however, that the Zoning Board of Appeals shall make the knowledge, inspection, or report a matter of record at the public hearing and afford every party reasonable time to respond to it.

b. Every decision of the Zoning Board of Appeals shall be by written resolution which shall include findings of fact; shall refer to all the evidence in the record and to the exhibits, plans, or specifications upon which such decision is based; shall specify the reason or reasons for such decision; shall contain a conclusion or statement separate from the findings of fact setting forth the specific relief granted or denying relief; and shall expressly set forth any limitations or conditions imposed on any relief granted or work or use authorized.

c. The Zoning Board of Appeals may take final action prior to the preparation of the written resolution and, before taking such action, the Zoning Board of Appeals must first state its findings and conclusions as above required at a meeting open to the public.

d. In any case where this Code provides that the failure of the Zoning Board of Appeals to act within a fixed period shall be deemed to be a denial of an application, such failure shall, notwithstanding the absence of required findings and conclusions, be considered to be a decision of the Zoning Board of Appeals rendered on the day following the expiration of such fixed period.

4. **Appeals.** An appeal from any final decision of the Zoning Board of Appeals may be taken in the manner provided in Article III of the Illinois Code of Civil Procedure pertaining to Administrative Review.

5. **Jurisdiction and Authority.** The Zoning Board of Appeals shall have the following jurisdiction and authority:

a. Subject to the provisions of Section 2-102-B of this Article, to hear and decide appeals from, and to review orders, decisions, or determinations made by the Village Manager and to that end shall have the powers of the Village Manager with respect to such order, decision, or determination.

~~a.~~b. Subject to the provisions of Section 2-112 of this Article, to recommend approval or denial of VG-O District Design Review to the Village Board of Trustees.

~~b.~~c. Subject to the provisions of Section 2-114 of this Article, to grant or deny variations from the requirements of this Code and extensions to previously approved variations.

~~c.~~d. Subject to the provisions of Section 2-114 of this Article, to grant or deny requests for exceptions from the requirements of this Code.

e. Subject to the provisions of Section 2-114 of this Article, to initiate changes and amendments to this Code.

~~d.~~f.

C. **Plan Commission**.

1. **Established.** The Plan Commission established by Chapter 2 of the Northbrook Municipal Code is the Plan Commission referred to in this Code. The provisions of this Code with respect to such body shall be deemed supplementary to the provisions of said Chapter 2, Article VI of the Northbrook Municipal Code. Reference should be made to said Chapter 2, Article VI for a complete description of the membership, term of office, rules of procedure and powers and duties of the Plan Commission.

2. **Necessary Vote**. The concurring vote of at least a majority of the appointed Commissioners in attendance at the meeting shall be necessary to adopt any motion to recommend approval of any matter or application.

3. **Record and Decisions.**

   a. The transcript of testimony, if any; the minutes of the Staff Secretary; all applications, requests, exhibits and papers filed in any proceeding before the Plan Commission; and the decision and report, or reports, of the Commission shall constitute the record.

   b. Every recommendation or decision of the Plan Commission upon an application filed pursuant to this Code shall be by written resolution which shall include findings of fact; shall refer to all the evidence in the record and to the exhibits, plans or specifications, upon which such recommendation or decision is based; shall specify the findings of decision; and shall contain a conclusion or statement separate from the findings of fact setting forth the recommendation or decision of the Commission. Every resolution shall expressly set forth any limitations or conditions recommended or imposed by the Commission.

   c. In reaching its recommendation or decision on any such application, the Plan Commission may rely on the personal knowledge of its members, on its inspections of the property and on any reports available to it; provided, however, that the Commission shall make the particular knowledge, inspection or report a matter of record at the public hearing and afford every party reasonable time to respond to it.

   d. The Plan Commission shall take no final or binding vote on any recommendation or decision pertaining to an application pending before it unless it shall first have before it the written resolution herein required; provided, however, that where special circumstances warrant it, the Plan Commission may take final action on any such application prior to the preparation of such resolution but in such event it shall, before taking such action, first state its findings and conclusions as above required at a meeting open to the public and shall, in addition, state the special circumstances warranting such action.

   e. In any case where this Code provides that the failure of the Plan Commission to act within a fixed period shall be deemed a recommendation for granting or not granting an

application , such failure shall, notwithstanding the absence of required findings and conclusions, be considered to be a decision of the Commission rendered on the day following the expiration of such fixed period.

f. As to other matters brought before the Plan Commission, the Commission shall prepare such report as it shall deem appropriate to the subject matter.

4. **Jurisdiction and Authority.** In addition to the jurisdiction conferred on it by Chapter 2 of the Northbrook Municipal Code, the Plan Commission shall have the following jurisdiction and authority:

a. Subject to the provisions of Section 2-103 of this Article and Chapter 2 of the Northbrook Municipal Code, to prepare and recommend a Comprehensive Plan, including an Official Map, to the Board of Trustees, which, upon its adoption by the Board of Trustees, shall be known as the "Official Comprehensive Plan" of the Village of Northbrook.

b. Subject to the provisions of Section 2-103 of this Article and Chapter 2 of the Northbrook Municipal Code, to review, prepare and recommend to the Board of Trustees changes in and amendments to the Official Comprehensive Plan, including the Official Map.

c. Subject to the provisions of Section 2-114 of this Article, to hear, review and offer its recommendations to the Board of Trustees on applications for variations requested pursuant to Subsection 2-114-5 of this Article.

d. Subject to the provisions of 2-117 of this Article, to initiate, hear, review and offer its recommendations to the Board of Trustees on applications for amendment of this Code.

e. Subject to the provisions of Section 2-113 of this Article, to hear, review and offer its recommendations to the Board of Trustees on applications for special permits.

f. Subject to the provisions of Section 2-118 of this Article, to hear, review and offer its recommendations to the Board of Trustees on applications for planned development approval.

g. To aid and assist the Board of Trustees and the departments of the Village in implementing general plans and in planning, developing and completing specific projects.

h. To review and report on any matters referred to it by the Board of Trustees or the Village Manager.

5. The Plan Commission's jurisdiction and authority to hear and review applications for relief under the Zoning Code may be reserved by the Board of Trustees to itself pursuant to Section 11-104 of this Part. In such an event, the lack of a recommendation from the Plan Commission will not be considered a failure to act by the Plan Commission.

D. **Board of Trustees.**

1. **Preliminary Review of Applications by the Board of Trustees.**

a. For all properly filed and complete and accurate preliminary applications for relief under the Zoning Code that are referred to the Board of Trustees pursuant to Section 2-103, the Board of Trustees shall, upon receipt, commence and conclude its review of the preliminary application. The purpose of such review is to broadly acquaint the Board of Trustees with the applicant's proposal and to provide the applicant and a subsidiary body, if applicable, with any preliminary views, concerns, or policy direction that members of the Board may have at a time in the process when positions are still flexible and adjustment is still possible and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a formal application.

b. At the meeting at which the preliminary application is considered, any member of the Board of Trustees may make any comments, suggestions or recommendations regarding the preliminary application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any preliminary application. Any views expressed in the course of the Board's review of any preliminary application shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Board of Trustees, or any member of it, to approve or deny any formal application following full consideration thereof as required by this Code.

2. **Referral or Reservation of Responsibility to Review and Hear Applications.** After conducting its review of a preliminary application, the Board of Trustees may either (a) refer the application to a subsidiary body, or (b) reserve the application to itself when appropriate due to timing, nature of relief being requested, or workload of subsidiary bodies as further described in this Section 2-102.

   a. **Reservation to Board of Trustees.** The Board of Trustees may reserve to itself the responsibility to review, conduct a public hearing, and take final action on any application in accordance with the following provisions:

      i. All public hearings on applications for relief conducted by the Board of Trustees shall be noticed in the manner set forth in Section 2-103 of this Article.

      ii. All public hearings on applications for relief conducted by the Board of Trustees shall be conducted in the manner set forth in Section 2-103 of this Article.

      iii. Any application for which the Board of Trustees reserves to itself the responsibility of reviewing and conducting the public hearing will not require a separate recommendation or decision from any subsidiary body. The reservation by the Board of Trustees of the responsibility to conduct a public hearing on an application will not be considered a failure to act by any subsidiary body.

iv. For each application for which the Board of Trustees has reserved to itself the responsibility of reviewing and conducting the public hearing, the Board of Trustees will include in its final action on the application the following elements:

a) references to all the evidence in the record and to the exhibits, plans or specifications, upon which the Board of Trustee's decision is based,

b) Review criteria for the Board of Trustee's decision corresponding to the standards for granting the requested relief, and

c) any limitations or conditions imposed by the Board of Trustees.

2-103.General Procedures

A. **Procedures Overview**. Table 2-103-A provides an overview of the review and decision-making bodies for all procedures of this Code.

Table 2-103-A: Review Procedures Overview

Key: R = Recommending Body; D = Decision-Making Body; * = Public Hearing Required; ^ = Pre-Application Meeting Required;		Reference	Administrative Agency				
			Village Manager	*Board of Trustees*	*Plan Commission*	*Zoning Board of Appeals*	*~~Architectural Control Commission~~*
Administrative Procedures							
Administrative Adjustment	^	2-104-C	D				
Certificate of Occupancy	^	2-105-C	D				
Floodplain Development Permit	^	2-106-C	D				
Interpretations	^	2-107-C	D				
Site Plan	^	2-108-C	D				
Land Use Verification	^	2-109-C	D				
Temporary Use Permit	^	2-110-C	D				
Elected/Appointed Official Procedures							
Administrative Appeal	^	2-111-D				D*	
VG-O District Design Review	^	2-112-C		D		R	~~R~~
Special Permit	^	2-113-C		D	R*		
Variance	^	2-114-C		~~D~~	~~R*~~	D*	
Variance Combined with other Applications	^	2-114-C		D	R*		
Comprehensive Plan Adoption		2-115-C		D	R*		
Comprehensive Plan Amendment	^	2-116-C		D	R*		

Table 2-103-A: Review Procedures Overview Key: R = Recommending Body; D = Decision-Making Body; * = Public Hearing Required; ^ = Pre-Application Meeting Required;			Administrative Agency				
		Reference	*Village Manager*	*Board of Trustees*	*Plan Commission*	*Zoning Board of Appeals*	*Architectural Control Commission*
Code and Zoning Map Amendment	^	2-117-C		D	R*		
Planned Unit Development	^	2-118-C		D	R*		

B. **Application Requirements**.

1. **Authority to File**.

   a. Applications for development approvals may be made by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner.

   b. An easement holder may also apply for development approval for such development as is authorized by the terms of the easement.

   c. The Village Manager may require an applicant to present evidence of authority to submit the application as well as a letter from the current landowner.

2. **Pre-Application Meeting**.

   a. The purpose of a pre-application meeting is to provide an opportunity for the applicant and Village staff to review applicable submittal requirements, procedures, and schedules and discuss development requirements.

   b. A pre-application meeting is required for all application types unless waived by the Village Manager of Development and Planning Services.

   c. If a pre-application meeting is required or requested, the applicant shall provide the materials detailed in the Village application requirement checklists.

   d. The pre-application meeting is intended to facilitate the review process. Discussion and review are not binding.

3. **Submittal Provisions**.

   a. **Application Information**. Applications for all procedures of this Code shall include the information detailed per application type in the Northbrook Zoning Applications Manual.

The Village Manager will prepare Northbrook Zoning Applications Manual and will make it available on the Village website.

b. **Fees.** The Board of Trustees is authorized to establish fees for processing and administering applications. Application fees, as published on the adopted fee schedule, shall be paid at the time of application submittal.

i. Additional fees may be required as determined during the review of the application, when additional fees are determined to be required, fees must be paid prior to initiating the next review step.

c. **Completeness Review**.

i. **Sufficiency to be Determined by Village Manager**. All applications shall be sufficient for processing before the Village Manager is required to review the application. An application shall be sufficient for processing when it contains all of the information necessary, in accordance with the appropriate section of the Northbrook Zoning Applications Manual, to decide whether or not the development as proposed will comply with the requirements of this Code.

ii. **Application Incomplete**. On determining an application is incomplete, the Village Manager shall provide the applicant with written notice of the submittal deficiencies.

iii. **Application Complete**. On determining an application is complete, the Village Manager shall provide written notice to the applicant that the application has been accepted for review.

C. **Void Approval**. Any approval issued in violation of the provisions of this Code, whether intentionally, negligently or innocently, shall be void.

D. **Public Notice Requirements**.

1. **Public Notice Responsibility**.

a. It shall be the responsibility of the applicant to ensure public notice is provided in compliance with the requirements of this Section, including all costs. Should public notice not be provided in compliance with the requirements of this Section, the associated public hearing shall be cancelled, unless determined otherwise by the Village Manager.

b. At the hearing, the applicant shall present to the hearing body an affidavit, certification or other evidence satisfactory to the hearing body, demonstrating, to the satisfaction of the hearing body, that the applicable notice requirements have been satisfied.

2. **Public Notice Content**. Public notices, regardless of type, shall, at a minimum, the date, time and place of such hearing or meeting, a description of the matter to be heard or considered including the specific relief being requested, and the address or particular

location, as well as a legal description of the subject property, except the legal description does not need to be included on the notices by sign.

3. **Public Notice Types**. Notwithstanding any state requirement requiring a particular type of notice, the following public notice types are established.

   a. **Notice by Posting.** Notice that is published by the Village Manager on the Northbrook Official Government Website. This notice will be posted at least 15 days in advance of the hearing date.

   b. **Notice by Mail.** Notice that is delivered by the applicant, by first class mail, to all owners of all property located, in whole or in part, within 250 feet of the subject property measured in all directions of the subject property excluding public and railroad rights-of-way. This notice will be mailed no less than 15 days, nor more than 30 days, in advance of the hearing date. For purposes of this notice, the mailing of a notice addressed to the name and address on the most recent Cook County or Lake County real estate tax records shall be deemed a satisfaction of any notice by mail requirement.

   c. **Notice by Sign.** Notice that is posted by the applicant on the subject property with a ground sign of approximately six square feet of gross surface area containing the legibly written notice. This sign must be located on the subject property so as to be visible from at least one right-of-way abutting the subject property. The applicant must remove the sign within three days after the hearing is closed.

4. **Public Notice Requirements by Procedure**. Public notice shall be required by procedure type in accordance with Table 2-103-D (4).

Table 2-103-D-4: Public Notification Requirements by Procedure

Key: • = Notice Required	Reference	Notification Type		
		Posting	*Mail*	*Sign*
Administrative Procedures				
Administrative Adjustment	2-104-C	No Notice Required		
Certificate of Occupancy	2-105-C			
Floodplain Development Permit	2-106-C			
Interpretations	2-107-C			
Site Plan	2-108-C			
Land Use Verification	2-109-C			
Temporary Use Permit	2-110-C			
Elected/Appointed Official Procedures				
Administrative Appeal	2-111-D	•		
VG-O District Design Review	2-112-C	No Notice Required		
Special Permit	2-113-C	•	•	•
Variance	2-114-C	•	•	
Variance Combined with other Applications	2-114-C	•	•	
Comprehensive Plan Adoption	2-115-C	•		

Table 2-103-D-4: Public Notification Requirements by Procedure				
Key: ● = Notice Required		Notification Type		
	Reference	*Posting*	*Mail*	*Sign*
Comprehensive Plan Amendment	2-116-C	●	● [1]	● [1]
Code and Zoning Map Amendment	2-117-C	●	● [1]	● [1]
Planned Unit Development	2-118-C	●	●	●
Notes				
[1] Required for map amendments only.				

5. **Affidavit of Compliance with Notice by Mail and Notice by Sign.** When notice by mail or notice by sign is required, the applicant must provide a sworn affidavit to the Village, on a form provided by the Village, affirming that the requirements for notice by mail and notice by sign have been met. For notice by mail, the affidavit must contain a complete list of the names and last known addresses of the persons entitled to notice. The applicant must also provide the Village with a list of names, addresses and property identification numbers (PIN) of all notice recipients. This affidavit must be filed with the Village no less than ten days in advance of the scheduled hearing or meeting, exclusive of the date of the hearing or meeting itself.

E. **General Administrative Procedures**. All decisions regarding administrative procedures shall be made based on the objective review criteria established per procedure type.

F. **Appeals**.

1. The finding of fact in an administrative procedure may be appealed to the Zoning Board of Appeals per Section 2-114-D (2).

2. The finding of fact of an elected/appointed official procedure may be appealed to the Circuit Court.

2-104.Administrative Adjustment

A. **Purpose**. Administrative Adjustments are meant to allow the Village Manager to approve or deny limited deviations from the standards of this Code under specified circumstances only.

B. **Applicability**. Administrative Adjustments may be approved for the following Code sections:

1. **Standards Subject to General Review Criteria**.

a. Section 3-106-A: Single-Family District dimensional standards encroachments: allowed encroachments into required yard,

b. Section 4-106-A: Multi-Family and Mixed-use District dimensional standards encroachments: allowed encroachments into required yard setbacks,

c. Section 5-106-A: Office District dimensional standards encroachments: allowed encroachments into required yard setbacks,

d. Section 6-106-A: Commercial District dimensional standards encroachments: allowed encroachments into required yard setbacks,

e. Section 7-106-A: Industrial District dimensional standards encroachments: allowed encroachments into required yard setbacks,

f. Section 8-106-A: Institutional and Open Space District dimensional standards encroachments: allowed encroachments into required yard setbacks,

g. Section 10-108-B-2(a): Increase in fence height up to 12 feet to accommodate outdoor recreation areas.

2. **Standards Subject to General and Additional Review Criteria**.

a. Section 10-105-D: Adjustments to pedestrian walkway standards due to site topography or natural resources,

b. Article 10 - General Development Standards; Allowed Adjustments to Landscape Standards:

i. Section 10-106-I-2: Adjustment to the minimum width of a building foundation landscape area,

ii. Section 10-106-I-3: Adjustment to the minimum width of a parking area perimeter landscape area,

iii. Section 10-106-I-4: Adjustment to the minimum number of parking area islands,

c. Section 10-107-D-2: Adjustments to roof mounted equipment screening/approval of alternative screening methods.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria, refer the application to appropriate Village Departments as needed, and either:

a. Issue an approval of the Administrative Adjustment, or

b. Issue a denial of the Administrative Adjustment, detailing the application's failure to comply with the review criteria, to the applicant.

D. **Review Criteria**.

1. **General Review Criteria**.
    a. The modification is consistent with the purpose and intent of the applicable regulation,
    b. The modification, in the case of dimensional standard modifications, is the smallest modification necessary to accommodate the proposed improvement or resolve the subject issue, and
    c. The modification is consistent with the Comprehensive Plan.
2. **Additional Review Criteria**. The Administrative Adjustment is either:
    a. Required to compensate for some unusual aspect of the development site or the proposed development that is not shared by landowners generally (e.g. lot shape or configuration),
    b. Proposed to protect sensitive natural resources or save healthy established trees,
    c. Required to eliminate a minor inadvertent failure to fully comply with a standard,
    d. Required due to natural conditions, such as watercourses, riparian buffers, natural rock formations, or topography,
    e. Required due to the presence of existing utilities or other easements, or
    f. Proposed for site security purposes, based on a site security plan, meeting all requirements.

E. **Effect of Decision**.

1. **Permit Validity.** Upon approval, the Administrative Adjustment shall be valid for one year from the date of the approval, unless construction, or the use, has commenced.
2. **Permit Extension.** The Village Manager may grant one, one-year extension of this period upon submittal by the applicant of sufficient justification for the extension. Sufficient justification may include, but is not limited to, delays in other outside agency permits, financing institution delays, or other similar reasons beyond the control of the applicant.

2-105.Certificate of Occupancy

A. **Purpose**. The Certificate of Occupancy provides a procedure for the inspection of complete and accurate premises to ensure compliance with this Code and approved plans prior to commencement of the use or occupancy of such premises. The Certificate may also evidence compliance with other provisions of the Northbrook Municipal Code, as set forth in those provisions.

B. **Applicability**. A Certificate of Occupancy shall be required prior to the occupancy of:

1. Any building, structure, or addition thereto, constructed, reconstructed, remodeled, altered or moved after the effective date of this Code;
2. Land vacant as of the effective date of this Code, except the raising of crops;
3. Any land, building, structure, or addition thereto, changed to any other use or occupancy, whether or not construction, remodeling, alteration or moving is involved, except for changes involving only substitution of occupants in existing dwelling units.

C. **Procedures.**

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.
2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.
3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria, refer the application to appropriate Village Departments as needed, and either:
   a. Issue the Certificate of Occupancy, or
   b. Issue a denial of the Certificate of Occupancy, detailing the application's failure to comply with the review criteria, to the applicant.

D. **Review Criteria.** The following criteria shall be used in the review of Certificates of Occupancy.

1. All applicable standards of this Code are met; and
2. All applicable standards of the Northbrook Municipal Code are met.

E. **Effect of Decision.**

1. The issuance of a Certificate of Occupancy allows for occupancy or use of any building, structure, or land in the Village.
2. Every Certificate of Occupancy issued pursuant to this Section shall be kept on file in the Office of the Village Manager and shall be a public record open to inspection pursuant to the provisions of the Illinois Freedom of Information Act.

F. **Temporary Certificate of Occupancy**. A Temporary Certificate of Occupancy may be issued for a period not to exceed six months where construction, reconstruction, remodeling or alteration of a structure does not require the vacating of the structure, or where parts of the structure are finished and ready for occupancy before the completion of such construction, reconstruction, remodeling or alteration and are certified upon inspection to be safe for use or occupancy and to be in full compliance with all applicable provisions of this Code, other relevant Codes of the

Village, the applicant's plans as approved, and any conditions attached to any approvals issued pursuant to this Code with respect to such structure or its premises.

G. **Certificate of Occupancy for Existing Uses**. The Village Manager may issue a Certificate of Occupancy certifying the lawful existence and use of any existing building, structure, or land in the same manner, and subject to the same standards and limitations, as authorized by this Section with respect to new structures and uses.

H. **Certificate of Occupancy for Legal Nonconformities**. The Village Manager may issue a Certificate of Occupancy certifying the lawful existence and use of any nonconforming building, structure, or land in the same manner, and subject to the same standards and limitations, as authorized by this Section with respect to new structures and uses and subject also to the additional standards and limitations of Article 12.

2-106.Floodplain Development Permit

A. **Purpose**. The Floodplain Development Permit provides a procedure for ensuring that all development applications within the Village are reviewed to determine whether or not they are located within the floodplain; and all development activities within the flood plain are approved, constructed and maintained in compliance with the National Flood Insurance Program of the Federal Emergency Management Agency, and in compliance with the Rivers, Lakes and Streams Act, 615 ILCS 5/4.9 et seq., as amended.

B. **Applicability**. No person, firm, corporation, or governmental body, unless specifically exempted from regulation by applicable state and federal laws and regulations, shall commence any development in a flood fringe area, a floodway, or a floodplain on which a detailed study has not been conducted and that drains more than one square mile, without first obtaining a Floodplain Development Permit from the Village Manager.

C. **Procedures.**

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3 and shall include any required approvals or permits from other governmental agencies, such as, but not limited to, the Federal Emergency Management Agency; U.S. Army Corps of Engineers; and Cook or Lake County Highway Departments.

3. **Village Manager Review and Determination**. Once the application is accepted, the Village Manager shall review the application based on the review criteria and either:

   a. Determine the development site is not located in a flood fringe area, floodway, or floodplain on which a detailed study has not been conducted and that drains more than one square mile, and issue the Floodplain Development Permit; or

b. Determine the development site is located in a flood fringe area, floodway, or floodplain on which a detailed study has not been conducted and that drains more than one square mile, refer the application for Professional Engineer Review, and issue or deny the permit per the recommendation of the professional engineer; and/or

c. Determine the application meets one of the following criteria and requires IDNR/OWR review or permits:

i. The application is filed by an organization(s) that is exempt from review by local jurisdictions, in accordance with the Illinois Compiled Statutes.

ii. The application is filed by the IDNR/OWR state, federal, or local unit of government, including projects of the Village and Cook or Lake County and is located in a floodplain deemed to require the review of a registered professional engineer, as specified in the Northbrook Standards and Specifications Manual.

iii. The application includes alternative transition sections and hydraulically equivalent compensatory storage areas in regulatory floodways.

iv. The application proposes changes in the mapped floodway or published flood profiles.

v. The application includes a determination regarding Base Flood Elevation where none now exist.

vi. The application includes structures within, under, or over publicly navigable rivers, lakes and streams.

4. **Professional Engineer Review**. The professional engineer shall conduct a hydraulic and hydrologic review to ensure that the development meets the minimum requirements of this Code, including, without limitations, 17 Ill. Admin. Code Part 3708, as applicable, and:

a. If the professional engineer determines the proposal qualifies as an Appropriate Use as listed in 17 Illinois Administrative Code Part 3708, they shall detail that the development meets the requirements Section 9-105-G of this Code and recommend the issuance of the Floodplain Development Permit by the Village Manager.

b. If the professional engineer determines that the floodway or base flood elevation is not proposed to be modified and all review criteria are met, they shall recommend the issuance of the Floodplain Development Permit by the Village Manager.

c. If the professional engineer determines that the floodway or base flood elevation is proposed to be modified, the professional engineer shall notify the applicant that a Conditional Letter of Map Revision is required prior to the issuance of the Floodplain Development Permit by the Village Manager.

d. If the professional engineer determines that the review criteria has not been met, they shall recommend denial of the Floodplain Development Permit by the Village Manager.

D. **Review Criteria.** The following criteria shall be used in the review of applications for Floodplain Development Permits.

1. All applicable standards of this Code are met;
2. All applicable standards of the Northbrook Municipal Code are met;
3. The flood profiles, flows and floodway data in the FEMA regulatory floodway study and other maps, studies and data referenced in Section 9-105-C of this Code are used for analysis of the base conditions.
4. If the study data appears to be in error or conditions have changed, the applicant has contacted and received IDNR/OWR approval and concurrence on the appropriate minor modifications to the base conditions data used.
5. If a party disagrees with the Village flood elevation data they have, at their own cost and expense, they prepared an engineering study, in accordance with the Northbrook Standards and Specifications Manual, and submitted the study to the Village Manager, IDNR/OWR and FEMA for review and received approval.
6. If the regulatory floodway elevation at the site of the proposed construction is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed construction is shown to meet the requirements of this Code for the 100 year frequency flood elevations of the regulatory floodway and conditions associated with the receiving stream for normal water elevations.
7. If the applicant learns from IDNR/OWR, county, or local governments, or a private owner that a downstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a regional flood control project is scheduled to be built, removed, constructed or modified within the next five (5) years, the proposed construction has been analyzed and shown to meet the requirements of this Code for:
    a. The existing conditions, and
    b. The expected flood profile conditions when the bridge, culvert or flood control project is built.
8. If a base flood elevation or 100-year frequency flood elevation is not available for a particular site, the protection standard of the historical Storm/Flood of Record and the best existing data available from the Village and the ISWS's Flood Plain Information Repository is used.

E. **Effect of Decision.**

1. The issuance of a Floodplain Development Permit allows for the applicant to obtain a building permit.
2. All information detailed below shall be kept on file in the Office of the Village Manager and shall be a public record open to inspection pursuant to the provisions of the Illinois Freedom of Information Act.

a. Base flood data,

b. SFHA and regulatory floodway maps,

c. Copies of federal or state permit documents,

d. Variation documentation,

e. Conditional Letter of Map Revision,

f. Letter of Map Revision,

g. Letter of Map Amendment, and

h. "As built" elevation and floodproofing or elevation certificates for all structures in or adjacent to the flood plain.

2-107.Interpretations

A. **Purpose**. The Interpretation authority established by this Section is intended to recognize that the provisions of this Code, though detailed and lengthy, cannot possibly address every specific situation to which they may have to be applied. Many such situations can, however, be readily addressed by an Interpretation of the specific provisions of this Code in light of the general and specific purposes for which those provisions have been enacted. Because the Interpretation authority herein established is an administrative rather than a legislative authority, it is not intended to add to or change the essential content of this Code but, rather, is intended only to allow authoritative application of that content to specific cases.

B. **Applicability**. Applications for Interpretations may be filed by any person having an interest in the circumstances giving rise to the need for an interpretation; provided, however, that interpretations shall not be sought by any person based solely on hypothetical facts or where the interpretation would have no effect other than as an advisory opinion.

C. **Procedures.**

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria, refer the application to appropriate Village Departments as needed, and inform the applicant, in writing, of their interpretation, stating the specific precedent, reasons and analysis upon which the determination is based.

D. **Review Criteria.** The following criteria shall be used in the review of Interpretations.

1. **General Review Criteria.** Interpretations of the text of this Code shall be based on the applicable purpose and applicability language per Article and the following criteria:

a. The clear and plain meaning of the provision's wording, as defined by the meaning and significance given specific terms used in the provision—as established in Article 14, and by the common and accepted usage of the term,

b. The intended purpose of the provision, as indicated by purpose statements, its context and consistency with surrounding and related provisions, and any legislative history to its adoption,

c. The general purposes served by this Code, as set forth in Article 1, and

d. Consistency with the Comprehensive Plan.

2. **Use Review Criteria.** Interpretations regarding the uses allowed by the Code shall be based the following criteria:

    a. No use interpretation shall be given with respect to the R-1 through R-8 Residential Districts.

    b. Any use included in this Code shall be interpreted as defined in Article 14.

    c. No use interpretation shall permit a use that is included in a use table (Tables 3-105, 4-105, 5-105, 6-105, 7-105, 8-105) but not allowed as either a permitted or Special Permit use in the subject district.

    d. No use interpretation shall permit any use in any district unless evidence shall be presented that demonstrates that it will comply with all standards of the subject district.

    e. No use interpretation shall permit any use in a district unless such use is substantially similar, in terms of impact on neighboring property, to other uses allowed in the same district.

    f. If the proposed use is most similar to a use permitted only as a Special Permit use in the district in which it is proposed to be located, then any use interpretation permitting such use shall be conditioned on the issuance of a Special Permit for such use (Section 2-113).

    g. No use interpretation shall permit the establishment of any use that would be inconsistent with the statement of purpose of the subject district.

3. **Zoning Map Boundaries Review Criteria**. Interpretations of the boundaries of the Zoning Map shall be based on the following criteria:

    a. Boundaries shown as approximately following a utility line or a street, road, alley, railroad, or other public access way shall be interpreted as following the centerline of the right-of-way or easement for the utility line or access way,

    b. Boundaries shown as approximately following a property line shall be interpreted as following the property line as it existed when the boundary was established. If a subsequent minor adjustment (such as from settlement of a boundary dispute or overlap) results in the property line moving 10 feet or less, the zoning boundary shall be interpreted as moving with the property line,

    c. Boundaries shown as approximately following a watercourse shall be interpreted as following the centerline of the watercourse as it actually exists, and as moving with that centerline to the extent the watercourse moves as a result of natural processes (flooding, erosion, sedimentation, etc.),

    d. Boundaries shown as approximately following the shoreline of a body of water shall be interpreted as following the shoreline and as moving with shoreline to the extent the shoreline moves as a result of natural processes (flooding, erosion, sedimentation, etc.),

e. Boundaries shown as entering a body of water shall be interpreted as continuing in the direction at which they enter the body of water and extending until they intersect another zoning district boundary or similarly extended boundary, or the limits of the Village's jurisdiction,

f. Boundaries shown as approximately following established municipal corporate limits or other political boundaries shall be interpreted as following the corporate limits or boundary,

g. Boundaries shown parallel to or as extensions of features indicated in this subsection shall be interpreted as such,

h. If the specific location of a depicted boundary cannot be determined from notations on the Zoning Map or application of the above standards, it shall be determined by using the map's scale to determine the boundary's distance from other features shown on the map.

E. **Effect of Decision.** No interpretation shall authorize the establishment of such use nor the development, construction, reconstruction, alteration or moving of any building or structure but shall merely authorize the preparation, filing and processing of applications for any permits and approvals that may be required by the Village, including, but not limited to, a Special Permit, a land use verification, a Building Permit, a Certificate of Occupancy, Subdivision Approval and Site Plan Approval.

2-108.Site Plan

A. **Purpose**. The Site Plan process is established to ensure applicable development complies with all standards and requirements of this Code.

B. **Applicability**. Site Plan approval shall be required prior to the issuance of a building permit for development that meets any of the following criteria and is not otherwise required to receive an elected/appointed official approval:

1. Any development or redevelopment, other than for one single family detached dwelling unit, involving a parcel under single ownership or control having an area in excess of 40,000 square feet.

2. Any development or redevelopment involving the construction of any new structure or structures having a gross floor area in excess of 20,000 square feet or a height of more than three stories.

3. Any development or redevelopment involving an existing structure having a floor area in excess of 20,000 square feet or a height in excess of three stories that would alter any such measure by more than 25 percent.

4. Any development or redevelopment involving the creation or expansion of off-street parking or loading areas.

5. Any nonresidential development on a lot abutting or across a right-of-way from any residential district.
6. Any development or redevelopment involving wireless telecommunications equipment or towers, that is not a Special Permit use.
7. Individual parcels, buildings, and structures within an approved Planned Unit Development in the C-4 District, as established in Section 2-118 of this Article.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.
2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.
3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria, refer the application to appropriate Village Departments as needed, and either:
   a. Approve the Site Plan,
   b. Approve the Site Plan subject to modifications, or
   c. Issue a Site Plan denial letter, detailing the application's failure to comply with the review criteria, to the applicant.

D. **Review Criteria**. The following criteria shall be used in the review of Site Plans.

1. All applicable standards of this Code are met.

E. **Effect of Decision**.

1. **Effect of Approval**. Approval of a Site Plan shall not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the Codes of the Village, including, but not limited to, a land use verification, a Building Permit, a Certificate of Occupancy and Subdivision Approval.
2. **Required Filing**. A copy of every approved Site Plan shall be filed with the Village Manager and the development of the site shall be in substantial conformity with such approved and filed plan.
3. **Limitations on Site Plan Approval**. Unless an up to one-year extension of time is granted by the Village Manager, no Site Plan approval shall be valid for a period longer than one year unless a building permit is issued, and construction is actually begun within that period and

is thereafter diligently pursued to completion or unless a Certificate of Occupancy is issued and a use commenced within that period.

F. **Amendments**.

1. During the development of the site, the Village Manager shall have authority to authorize any adjustment to an approved Site Plan that they could have authorized in the course of their original review.

2. After a site is developed in accordance with an approved Site Plan, the approved Site Plan may be amended, varied, or altered in the same manner and subject to the same limitations as provided for the original approval of Site Plans.

2-109.Land Use Verification

A. **Purpose**. A Land Use Verification provides confirmation from the Village Manager regarding whether a potential use is allowed in the district in which it is proposed to be located.

B. **Applicability**. Land Use Verification shall be required prior to the establishment, relocation, or expansion of any land use in the Village.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria and either:

   a. Inform the applicant that the use is allowed in the proposed location,

   b. Inform the applicant that the use is allowed in the proposed location but is subject to supplemental use standards or special use approval, or

   c. Inform the applicant that the use is not allowed in the proposed location.

D. **Review Criteria**. The review of Land Use Verification applications shall be based on the following criteria:

1. Compliance with all applicable standards of this Code.

2. The validity of the Land Use Verification approval is contingent upon the details reviewed.

3. The applicant shall not modify the use or introduce new elements and presume approval within six months of the review.

E. **Effect of Decision**.

1. Land Use Verification shall not authorize the establishment, expansion or extension of any use nor the development, construction, relocation, alteration or moving of building or structure, but shall merely authorize the preparation, filing and processing of applications for any additional permits and approvals that may be required by the Codes of the Village, including, but not limited to, a Building Permit, a Certificate of Occupancy and Subdivision Approval.
2. **Validity.** Land Use Verification shall be valid for six months from the date of issuance.
3. **Permit Extension.** The Village Manager may grant one, six-month extension of this period upon submittal by the applicant of sufficient justification for the extension. Sufficient justification may include, but is not limited to, delays in other outside agency permits, financing institution delays, or other similar reasons beyond the control of the applicant.

2-110.Temporary Use Permit

A. **Purpose**. The purpose of the Temporary Use Permit is to establish a clear process for allowing temporary, short-term uses that are not allowed as permitted uses in the zoning districts.

B. **Applicability**. A Temporary Use Permit shall be required prior to the establishment of any new temporary use, as allowed in Sections 3-108, 4-108, 5-108, 6-108, 7-108, and 8-108.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.
2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.
3. **Village Manager Review and Decision**. Once the application is accepted, the Village Manager shall review the application based on the review criteria, refer the application to appropriate Departments as needed, and either:
    a. Issue the Temporary Use Permit,
    a. Issue the Temporary Use Permit with modifications or subject to conditions, or
    b. Deny the Temporary Use Permit in which case the Village Manager shall issue a denial letter detailing the decision to the applicant.

D. **Review Criteria**. The following criteria shall be used in the review of Temporary Use Permit.

1. All applicable standards of this Code are met.

E. **Effect of Decision**.

1. **Permit Validity.** Upon approval, the Temporary Use Permit shall be valid for the dates identified on the approved permit.
2. **Permit Extension**. Temporary Use Permits cannot be extended.
3. **Permit Revocation.** A Temporary Use Permit may be revoked by the Village Manager if any requirements, limitations, or conditions included in the Temporary Use Permit are not complied with.

2-111. Administrative Appeal

A. **Purpose**. The appeal procedure is provided as a safeguard against arbitrary, ill-considered or erroneous administrative decisions. It is intended to avoid the need to resort to legal action by providing a local procedure for the review and correction of administrative errors. It is not, however, intended to subvert either the clear purposes, intent or meaning of this Code or the rightful authority of the Village Manager to enforce this Code. To these ends, the reviewing body should give all proper deference to the spirit and language of this Code and to the reasonable interpretations of those charged with its administration. The Village Manager shall have the authority to make final administrative decisions regarding the interpretation, application, and enforcement of this Code, subject to review through the appeal process described herein.

B. **Applicability**. An application for appeal to the Zoning Board of Appeals may be filed by any person aggrieved or adversely affected by an order, decision, determination or failure to act of the Village Manager acting pursuant to their authority and duties under this Code.

C. **Concurrent Applications**. An application for an Appeal may be submitted, reviewed, and decided upon concurrently with an application for a Permitted Variance (Section 2-114)

D. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.
2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.
3. **Village Manager Review.** Once the application is accepted, the Village Manager shall:
    a. Stay all proceedings in the furtherance of the action appealed from, unless they certify to the Zoning Board of Appeals that, by reason of facts stated in the certificate, a stay would, in the Village Manager's opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed other than by a restraining order, which may be granted by the Zoning Board of Appeals or by the Circuit Court on application, upon reasonable written notice to the Village Manager and on due cause shown; and

b. Schedule the Zoning Board of Appeals Public Hearing.

4. **Zoning Board of Appeals Hearing and Decision**. The Zoning Board of Appeals shall:

a. Conduct a public hearing on the application,

b. Review and discuss the application, and

i. Affirm the decision in whole, either approve or deny the application or refuse issuance of the permit, as applicable,

ii. Affirm the decision in part, either approve or deny the application or refuse issuance of the permit, as applicable,

iii. Reverse the decision in whole, in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant, or

iv. Reverse the decision in part, in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.

E. **Review Criteria**. An Administrative Appeal shall be granted if a minimum of one of the following findings is made:

1. The decision constituted an erroneous application or interpretation of this Code,

2. The decision constituted an abuse of the Village Manager's discretion to interpret or apply this Code, or

3. The decision was rendered based upon an erroneous material fact.

F. **Effect of Decision**. In any case where this Code imposes conditions and limitations upon any right, any such right granted by the Zoning Board of Appeals on appeal shall be subject to such conditions and limitations in the same manner and to the same extent as if secured without the necessity of an appeal.

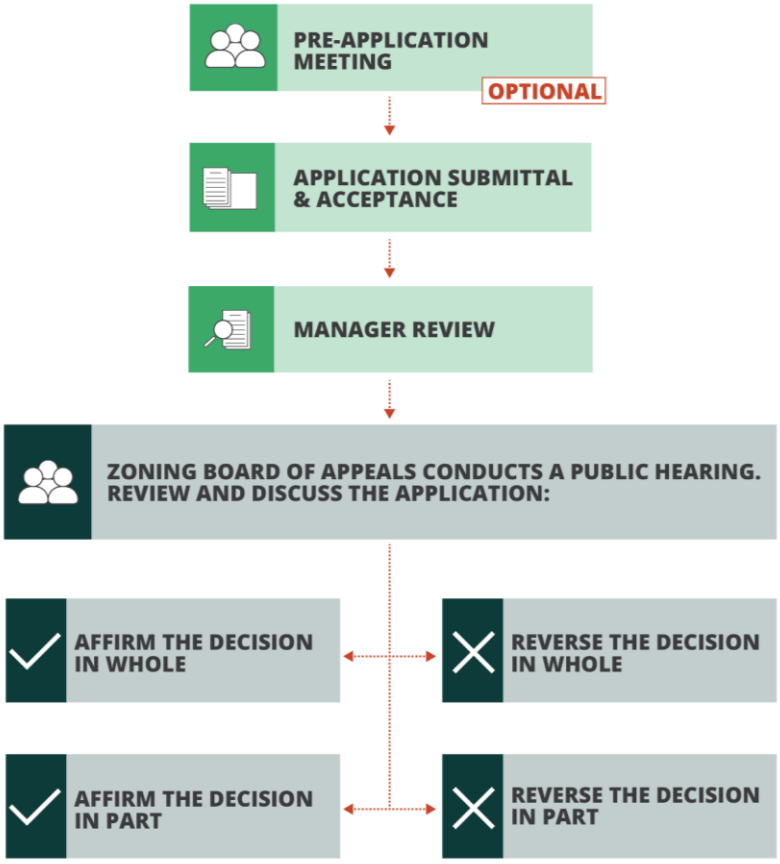


Figure 1 Administrative Appeals

2-112.VG-O District Design Review

A. **Purpose**. The Design Review process is intended to provide a procedure for the review of significant development in the Village Green Overlay District to ensure that it is compatible with the Village Green Overlay area. The design review shall be as set forth in the design review criteria in Section 2-112-D below.

B. **Applicability**. All new development or redevelopment in the VG-O district that will impact between 10,000 square feet and 50,000 square feet of gross floor area or total development site area, shall be subject to the Design Review process.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review.** Once the application is accepted, the Village Manager shall:

   a. Refer the application to appropriate Village Departments for review and comment,

   b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

   c. Schedule the ~~Architectural Control Commission~~Zoning Board of Appeals meeting.

4. ~~**Architectural Control Commission**~~**Zoning Board of Appeals Meeting and Recommendation**. The ~~Architectural Control Commission~~Zoning Board of Appeals shall review and discuss the application and recommend that the Board of Trustees either:

   a. Issue the Design Review Permit without modification,

   b. Issue the Design Review Permit with modifications or subject to conditions, or

   c. Deny the Design Review Permit.

D. **Review Criteria**.

1. **General Building Design and Relation to Street and Pedestrians**. All building designs shall be evaluated under the following guidelines, as well as the way in which the design relates to the street on which the subject building is, or is proposed to be, located:

   a. **Height, Bulk, Scale and Massing**. Overall height and massing of proposed buildings and structures shall be modulated to reduce the appearance of height and bulk.

   b. **Rooflines**. Rooflines shall be designed to generate visual interest.

c. **Façade**. Architectural details in building facades shall provide visual interest and be generally compatible with surrounding buildings and properties.

d. **Proportion of Openings**. The size and number of openings (windows, doors, etc.) shall be proportionate to the overall facade.

e. **Rhythm of Entrance Porch and Other Projections**. The scale of entrances and other projections shall be designed to relate proportionately to sidewalks and pedestrians.

f. **Open Spaces**. The quality and location of the open spaces between buildings and in setback spaces between the street and façade shall be suitably located in relation to the street, other open spaces and pedestrian ways.

2. **Visual Compatibility**. Visual compatibility shall be considered and reviewed in terms of the following criteria.

a. **Height**. The height of proposed buildings and structures as it relates to adjacent buildings.

b. **Materials**. The quality of materials and their relationship to those in existing adjacent structures.

c. **Proportion of Front Facade**. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

d. **Proportion of Openings**. The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

e. **Rhythm of Solids to Voids in Front Facades**. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related

f. **Rhythm of Spacing and Buildings on Streets**. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

g. **Relationship of Materials and Texture**. The relationship of the materials and texture of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.

h. **Roof Shapes**. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

i. **Walls of Continuity**. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of

enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

j. **Scale of Building**. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

3. **Overall Site Design and Landscaping**. The overall site design shall be reviewed in terms of the quality of the following elements:

a. **Landscaping and Screening**. Parking lots, unsightly equipment and service areas shall be screened from public view by means of landscaping, fencing, or other means of screening.

b. **Lighting**. Exterior lighting shall be architecturally integrated with building style, material and color, and shall not be directed off site.

c. **Parking**. Automobile access, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible shall also be reviewed.

4. **Special Considerations for Existing Buildings**. For existing buildings the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing shall be considered.

E. **Effect of Decision**.

1. **Modifications and Conditions**. In approving an application for a Design Review Permit, the Board of Trustees may, by resolution duly adopted, authorize the issuance of the Design Review Permit for plans as submitted, or on condition that specified modifications in such plans be made, or on any other condition deemed necessary to achieving the purposes and objectives of this Section. Such conditions and modifications shall be set forth in the resolution granting approval and in the Design Review Permit. The violation of any such condition or modification shall be a violation of this Code.

2. **Limitation on Permits**.

a. A Design Review Permit shall become null and void 12 months after the date on which it was issued unless, within such period, the work authorized by such permit is commenced.

b. A Design Review Permit shall relate solely to the work shown on plans approved by the issuance of such permit and it shall be unlawful for any person to deviate from such plans without obtaining an amended permit (Section 2-112-E-4).

3. **Extensions of Time.**

a. The Village Manager may, upon written request, for good cause shown and without any notice or hearing, grant extensions of any time limit imposed on an applicant or

permittee by this Code unless a Code shall expressly provide otherwise. The total period of time granted by such extension or extensions shall not exceed the length of the original period or 90 days, whichever is less. The Village Manager shall inform the Village Board of all extensions granted pursuant to this Subsection.

b. The Village Board may, upon written request, for good cause shown, and without any notice or hearing, grant extensions of any time limit imposed on an applicant or permittee by this Code provided a Code, as appropriate, is duly adopted by a two-thirds vote of the Board of Trustees. The total period of time granted by such extension or extensions shall be specifically stated in the Code.

4. **Amendments**.

a. **Minor Amendments**. Minor amendments to an approved Design Review permit shall be treated as a Site Plan (Section 2-108). Minor amendments include changes to building elevation design and any amendments that do not qualify as a major amendment

b. **Major Amendments**. Major amendments to an approved Design Review Permit shall be treated as a new application for Design Review. Major amendments include:

i. Modification of condition(s), design standards, or other requirements specified by the Design Review Permit,

ii. A change in land use or development type beyond that permitted by the approved Design Review Permit,

iii. When there is introduction of a new vehicular access point to an existing street, road or thoroughfare not previously designated for access,

iv. When there is an increase in the total number of residential dwelling units originally included in the approved Design Review Permit,

v. When the total floor area of a commercial or industrial use is increased more than 10 percent beyond the total floor area last approved by Board of Trustees, or

vi. Any change which alters the basic development concept of the Design Review Permit.

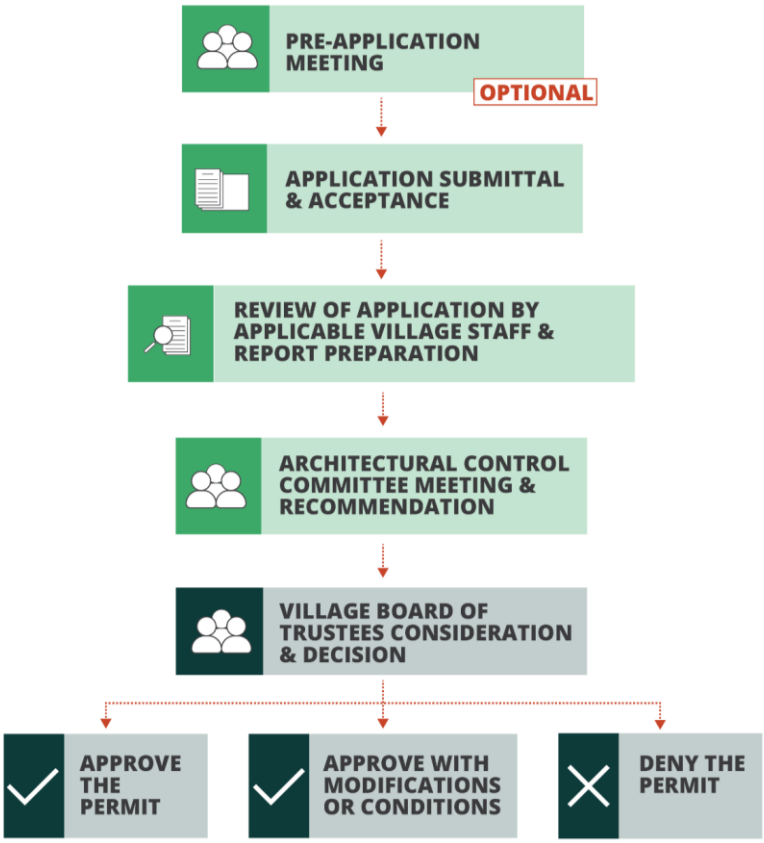


Figure 2 VG-O District Design Review

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2-113.Special Permit

B. **Purpose**. Special Permit uses are those uses having some special impact or uniqueness that require a careful review of their location, design, configuration and impact to determine, against fixed standards, the desirability of permitting their establishment on any given site. Special Permit uses are uses that may or may not be appropriate in a particular location depending on a weighing, in each case, of the public need and benefit against the local impact and effect.

C. **Applicability**.

1. A Special Permit shall be required prior to the establishment of any use identified as a Special Permit use in a particular district in Tables 3-105-A, 4-105-A, 5-105-A, 6-105-A, 7-105-A or 8-105-A.

2. An application for a Special Permit may be filed by the owner of, or any person having a contractual interest in, the subject property.

D. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Optional Preliminary Consideration**. The applicant may elect to conduct a Preliminary Application Consideration meeting with the Board of Trustees prior to application submittal. If the applicant elects, the following steps shall be taken. If the applicant chooses to waive the Preliminary Application Consideration meeting, the Application Submittal, as outlined in Step 3 (see Section 2-103-B-2(b)), shall be placed on the next available Board of Trustees meeting agenda to acknowledge receipt of application.

   a. **Preliminary Application, Submittal and Acceptance**. Preliminary application submittal and acceptance shall follow the standards and process established in Section 2-103-B-2.

   b. **Preliminary Application, Village Manager Review**. Once the application is accepted, the Village Manager shall schedule the Board of Trustees Preliminary Application Consideration meeting.

   c. **Preliminary Application Board of Trustees Consideration Meeting**. See 2-102.D.

3. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

4. **Village Manager Review.** Once the application is accepted, the Village Manager shall:

   a. Refer the application to appropriate Village Departments for review and comment,

   b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

c. Schedule the Plan Commission Public Hearing.

5. **Plan Commission Hearing and Recommendation**. The Plan Commission shall conduct a public hearing on the application; review and discuss the application, Village Manager's report, and public comment received; and recommend the Board of Trustees either:

   a. Issue the Special Permit without modification,

   b. Issue the Special Permit with modifications or subject to conditions, or

   c. Deny the Special Permit in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.

6. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the application, the Village Manager's report, and the recommendation of the Plan Commission and either:

   a. Issue the Special Permit without modification,

   b. Issue the Special Permit with modifications or subject to conditions, or

   c. Deny the Special Permit.

7. **Protest.** Any written protest against the proposed Special Permit that is received by the Village Clerk prior to the date on which consideration by the Board of Trustees is scheduled to occur shall be distributed electronically to the members of the Board of Trustees; however, notwithstanding any state statute to the contrary, such protest shall not change the vote requirement for adoption by the Board of Trustees.

E. **Review Criteria**.

1. **General Standards**. No Special Permit shall be recommended or issued unless the applicant establishes that:

   a. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

   b. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the public health, safety and general welfare.

   c. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

   d. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire

protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

e. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

f. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

g. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

2. **Supplemental Standards for Specified Special Permit Uses**. Where the district regulations authorizing any Special Permit use in a particular district impose supplemental standards to be met by such use in such district, a permit for such use in such district shall not be recommended or issued unless the applicant shall establish compliance with such supplemental standards.

3. **Considerations**. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and Board of Trustees shall consider:

a. **Mitigation of Adverse Impacts**. Whether, and to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping and screening.

F. **Effect of Decision**.

1. **Violation of Conditions**. Violation of any of the conditions imposed by the Board of Trustees in the approval and issuance of a Special Permit shall be a violation of this Code and shall constitute grounds for revocation of the Special Permit.

2. **Effect of Issuance of a Special Permit**. The granting of a Special Permit shall not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the Codes of the Village, including but not limited to a land use verification, a Building Permit, a Certificate of Occupancy and subdivision approval.

3. **Limitations on Special Permits**.

a. Subject to an extension of time granted by the Village Manager, no Special Permit shall be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Certificate of Occupancy is issued and a use commenced within that period.

b. A Special Permit shall be deemed to authorize only the particular use for which it was issued, and such permit shall automatically expire and cease to be of any force or effect if such use shall, for any reason, be discontinued for a period of six consecutive months or more.

c. Except when otherwise provided in the Code granting a Special Permit, a Special Permit shall be deemed to relate to, and be for the benefit of, the current owner or operator of the use or lot in question rather than to the lot itself.

d. The privileges and rights granted by a Special Permit Code may be transferred to another owner or operator that is operating in full compliance with the terms of the Special Permit, but only after:

   i. The execution and filing by the new owner or operator of an unconditional agreement and consent to accept and abide by each and all terms, conditions, and limitations set forth in the Code in a form acceptable to the Village Manager.

4. **Amendments**.

a. **Administrative Amendments.** Administrative amendments to Special Permits shall be treated as a Site Plan (Section 2-108). Administrative amendments include any amendment that:

   i. The intensity of the use is consistent with, or reduced from, the originally approved special permit.

   ii. The construction or placement of new buildings, building additions, and/or new structures are compliant with the zoning district bulk standards.

   iii. Maintains or reduces any authorized variation or exception, and

   iv. Complies with all special restrictions established in the approved Special Permit Ordinance.

b. **Minor Amendments.** Minor amendments to Special Permits shall be reviewed and approved by the Board of Trustees following a public hearing meeting all notice requirements of a Special Permit (Section 2-113). Minor amendments include any amendments that have no substantial impact on neighboring properties or the general public.

c. **Major Amendments.** Major amendments to an approved Special Permit shall be treated as a new application for Special Permit approval. Major amendments include any amendments that do not qualify as an administrative or minor amendment.

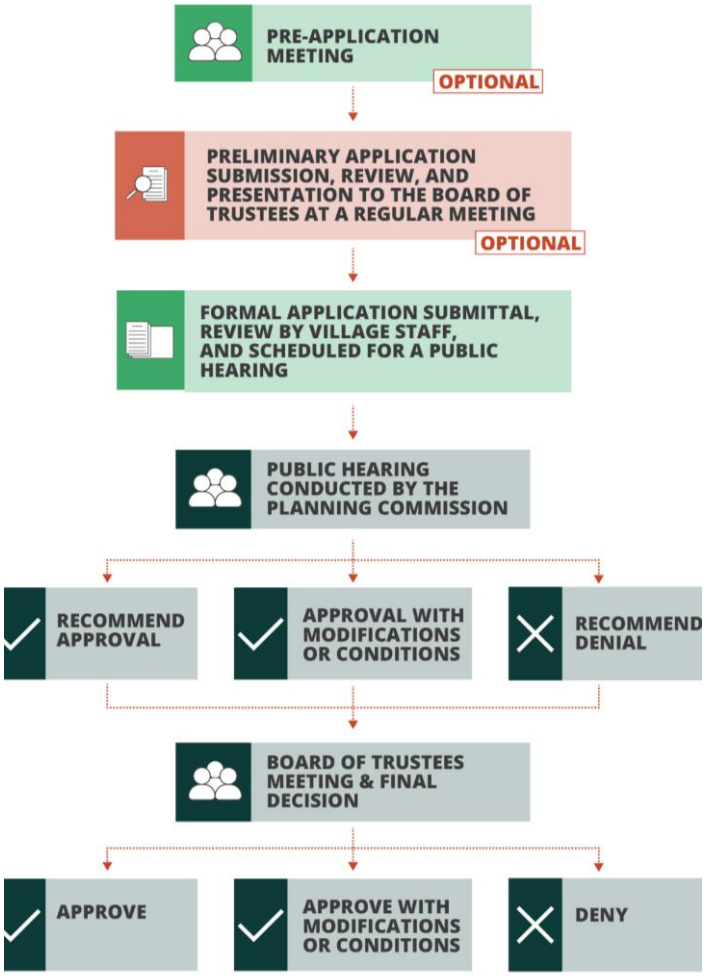

Figure 3 Special Permit

2-114.Variance

A. **Purpose**. The Variance procedure is intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen, particular applications of this Code that create practical difficulties or particular hardships.

B. **Applicability**. A variance from any standard of this Code, with the exception of the prohibited variances enumerated below, may be requested.

1. **Prohibited Variances**.

a. In no event shall a Variance be considered which would allow the establishment of a use which is not otherwise allowed in a district, or which would change the district classification or the district boundary of the property in question.

b. No Variance shall be considered that is intended as a temporary measure only.

c. No Variances of the Flood Hazard Overlay District regulations shall be considered.

C. **Procedures**.

1. **Pre-Application Meeting.** If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**.

a. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review.** Once the application is accepted, the Village Manager shall:

a. Refer the application to appropriate Village Departments for review and comment,

b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

c. Schedule the Zoning Board of Appeals Public Hearing.

4. **Zoning Board of Appeals Hearing and Decision**. The Zoning Board of Appeals shall conduct a public hearing on the application; review and discuss the application, Village Manager's report, and public comment received; and either:

a. Approve the Variance without modification,

b. Approve the Variance with modifications or subject to conditions, or

c. Deny the Variance.

5. **Alternative Review Procedure for Combined Applications.** When a Variance is submitted as part of a development application, the Plan Commission shall hold a public hearing and make a recommendation to the Board of Trustees. The Board of Trustees shall take final action. The Variance shall not be referred to the Zoning Board of Appeals in this case.

    a. **Plan Commission Hearing and Recommendation**. The Plan Commission shall conduct a public hearing on the application; review and discuss the application, Village Manager's report, and public comment received; and recommend the Board of Trustees either:

        i. Approve the Variance without modification,

        ii. Approve the Variance with modifications or subject to conditions, or

        iii. Deny the Variance.

    d. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the application, the Village Manager's report, and the recommendation of the Plan Commission; and either:

        i. Approve the Variance without modification,

        ii. Approve the Variance with modifications or subject to conditions, or

        iii. Deny the Variance.

5. **Protest.** Any written protest against the proposed Variance that is received by the Village Clerk prior to the date on which consideration by the Board of Trustees is scheduled to occur shall be distributed electronically to the members of the Board of Trustees; however, notwithstanding any state statute to the contrary, such protest shall not change the vote requirement for adoption by the Board of Trustees.

D. **Review Criteria**.

1. **Factors for Consideration**. In the review of Variance applications, the Zoning Board of Appeals may take the following factors into consideration:

    a. The existing uses and zoning of nearby properties,

    b. The extent to which a particular zoning regulation diminishes property values,

    c. The extent to which the diminution of the plaintiff's property values promotes the health, safety, morals, or general welfare of the public,

    d. The balance between the gain to the public versus the hardship to the individual property owner,

    e. The property's suitability for the zoned purpose,

    f. The amount of time the subject property has been vacant as zoned in the context of land development in the vicinity, and

g. The community's need for the proposed use.

2. **Findings of Fact**. Before any Variance is approved, the Zoning Board of Appeals shall make a favorable finding of fact, based upon evidence presented by the applicant, that each of the following criteria has been considered:

   a. The Variance is in harmony with the general purpose and intent of the regulation and this Code.

   b. There is an unusual hardship in meeting the requirements of this Code that is not the result of any action of the property owner or applicant.

   c. The plight of the applicant is due to such unique circumstances that the proposed Variance will not serve as a special privilege, but will alleviate some condition not shared by other property in the same locality and district.

   d. The proposed Variance will not alter the essential character of the locality.

   e. The proposed Variance will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the streets, increase the danger of fire or crime, diminish the value of nearby property, nor impair the public health, safety, comfort, convenience, or general welfare.

E. **Effect of Decision**.

1. **Conditions on Variations**.

   a. The Zoning Board of Appeals may impose conditions and limitations concerning, but not limited to, use, construction, character, location, landscaping, screening upon the premises benefited by a Variance as may be necessary or appropriate to prevent or minimize adverse effects upon other property and improvements in the vicinity of the subject property or upon public facilities and services.

   b. Such conditions shall be expressly set forth in the resolution granting the Variance.

   c. Violation of any such condition or limitation shall be a violation of this Code and shall constitute grounds for revocation of the Variance.

2. **Limitations on Variances**.

   a. An approved Variance shall be valid for a period of one year after the date of its approval, unless a building permit is issued, and construction has actually begun within that period and is thereafter diligently pursued to completion or unless a Certificate of Occupancy is issued, and a use is commenced within that period.

   b. The Village Manager may, upon written application made prior to the expiration of the one-year period, grant a single extension which shall not exceed one year. When considering a request for extension of a Variance, the Village Manager shall utilize the

Review Criteria to determine if the Factors for Consideration and Findings of Fact continue to warrant the Variance.

c. If a Variance is approved for a subdivision, it shall be valid for a period that is coterminous with the period that the tentative subdivision plat is valid per the Northbrook Subdivision and Development Code and shall be run with the land only after the recordation of a duly approved final subdivision plat.

d. A Variance shall be deemed to authorize only the specific construction or development for which it was issued and shall automatically expire and cease to be of any force or effect if such construction or development shall be removed and not replaced within six months following such removal.

3. **Adjustments to Variations.** The Village Manager is authorized to review and approve insignificant adjustments to previously approved zoning variations. An adjustment shall be deemed to be insignificant if, in the opinion of the Village Manager, it does not increase the intensity of use, further reduce any authorized variation, has no discernible impact on neighboring properties or the general public and complies with all special restrictions established in the approved resolution authorizing the variations.

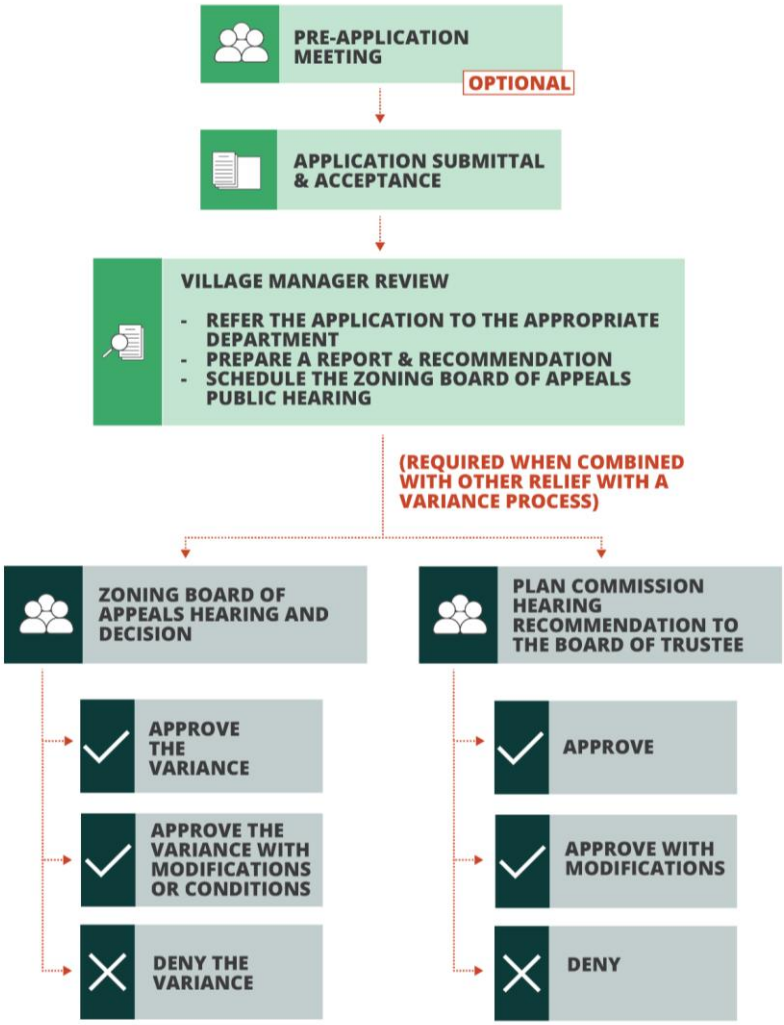

Figure 4 Variance

2-115.Comprehensive Plan Adoption

A. **Purpose**. The Official Comprehensive Plan shall be considered an official statement of the policy of the Village of Northbrook with respect to:

1. The existing and developing character of the various areas of the Village and its vicinity;
2. The proper objectives, standards and direction for future maintenance, growth, development and redevelopment of the Village;
3. The means to be employed to protect existing character or development and to encourage future development that will be in the best interests of the Village; and
4. The actions and programs to be undertaken by the Village with respect to its future maintenance and development.

B. **Applicability**.

1. The Plan Commission, with the assistance of the Village Manager and the Village's staff, are responsible for the development and revision of the Official Comprehensive Plan.
2. The process of plan development is necessarily an informal one, not readily adaptable to rigid procedures, but the Plan Commission and the Village Manager, in developing a plan, shall make all reasonable efforts to obtain the views, comments and criticisms of interested persons.

C. **Procedures**.

1. **Village Manager Review.** Once the plan is developed or revisions are prepared, the Village Manager shall:
   a. Refer the plan to appropriate Village Departments for review and comment,
   b. Prepare a report and recommendation on the plan, based on the comments received from the referred to Village Departments, and
   c. Schedule the Plan Commission Public Hearing.
2. **Plan Commission Hearing and Recommendation**. The Plan Commission shall conduct a public hearing on the plan; review and discuss the policies, goals, objectives, principles and standards of the proposed plan, the Village Manager's report, and public comment received; and recommend the Village Board either:
   a. Adopt the Plan as presented, or
   b. Adopt the Plan with modifications.
3. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the plan, the Village Manager's report, and the recommendation of the Plan Commission and either:

a. Adopt the Plan as presented,

b. Adopt the Plan with modifications, or

c. Refer the Plan back to the Plan Commission for further refinement.

D. **Review Criteria**. The wisdom of whether to adopt a proposed plan as the Village's Official Comprehensive Plan is a matter committed to the legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed Plan should be adopted, the Board should be guided by the feedback received from the public throughout the course of plan development as well as the recommendation of the Plan Commission.

E. **Effect of Decision**.

1. **Plan Filing and Notice of Adoption**. The Code adopting the Official Comprehensive Plan, or any part thereof, shall provide that the Village Manager shall cause a certified copy thereof to be placed on file in the Office of the Village Clerk, and shall cause a notice evidencing the adoption of such plan, or part thereof, to be filed with the Cook County Recorder of Deeds.

2. **Effect of Adoption**. After the adoption of the Official Comprehensive Plan, or a part thereof, no Code, regulation or Official Map relating to the physical maintenance, development, or redevelopment of the Village or any land within it shall be enacted, established, amended or varied and no right-of-way, street, utility or public structure or land shall be authorized, established, developed, redeveloped or modified in location or extent except in accordance with the policies, goals, objectives, principles and standards of the Official Comprehensive Plan or relevant part thereof unless the Board of Trustees shall first make a specific finding that the facts and circumstances affecting the particular matter justify a departure from the Plan.

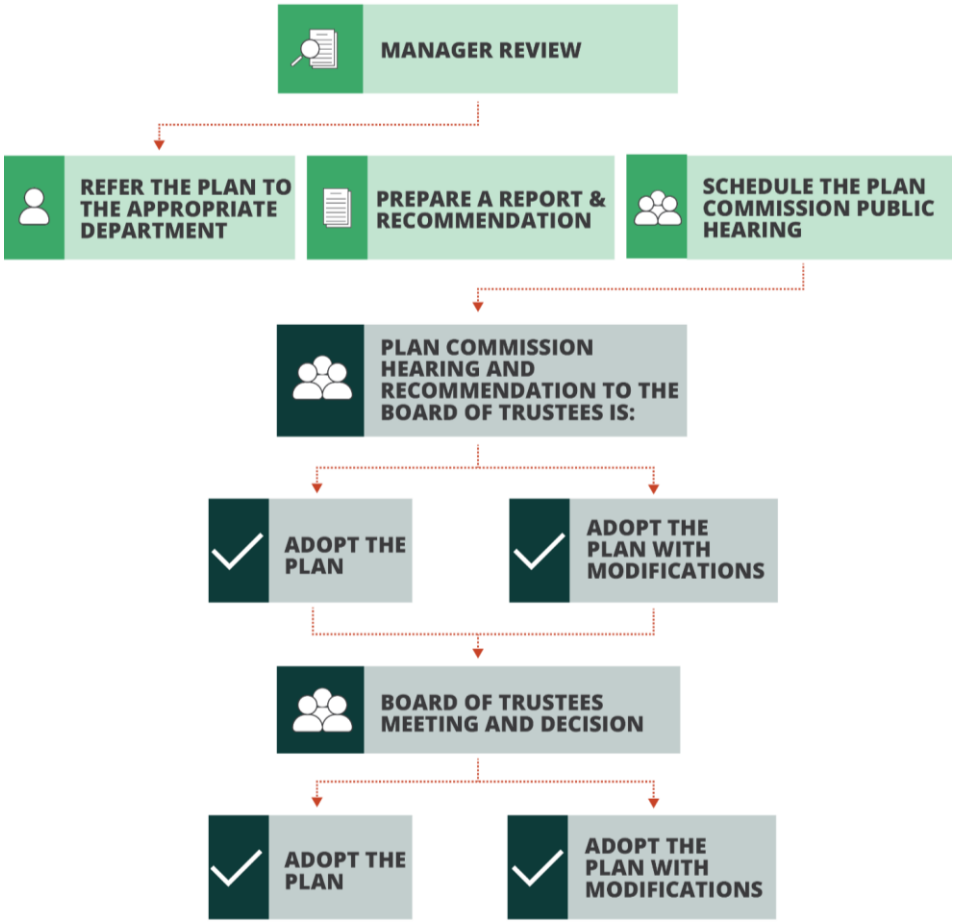

Figure 5 Comprehensive Plan Adoption

2-116.Comprehensive Plan Amendment

A. **Purpose**. The Comprehensive Plan Amendment process established by this Section is intended to provide a means for making changes to the Plan that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of this Code in light of changing, newly discovered or newly important conditions, situations or knowledge.

B. **Applicability**. A Comprehensive Plan Amendment may be initiated by the Board of Trustees, the Plan Commission, the Village Manager, or by any owner of property affected by the provisions of such plan sought to be amended.

C. **Procedures**.

1. **Pre-Application Meeting**. If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Application Submittal and Acceptance**.

   a. Amendments initiated by the Board of Trustees, the Plan Commission or the Village Manager shall require no formal application and shall be processed following the Comprehensive Plan Adoption procedures.

   b. Amendments initiated by the owner of affected property shall follow the standards and process established in Section 2-103-B-3.

3. **Village Manager Review**. Once the application is accepted, the Village Manager shall:

   a. Refer the application to appropriate Village Departments for review and comment,

   b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

   c. Schedule the Plan Commission Public Hearing.

4. **Plan Commission Hearing and Recommendation**. The Plan Commission shall conduct a public hearing on the application; review and discuss the application, Village Manager's report, and public comment received; and recommend the Board of Trustees either:

   a. Amend the Official Comprehensive Plan as presented,

   b. Amend the Official Comprehensive Plan with conditions, or

   c. Deny the Amendment.

5. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the application, the Village Manager's report, and the recommendation of the Plan Commission and either:

a. Amend the Official Comprehensive Plan as presented,

b. Amend the Official Comprehensive Plan with conditions, or

c. Deny the Amendment, in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.

6. **Protest.** Any written protest against the proposed Comprehensive Plan Amendment that is received by the Village Clerk prior to the date on which consideration by the Board of Trustees is scheduled to occur shall be distributed electronically to the members of the Board of Trustees; however, notwithstanding any state statute to the contrary, such protest shall not change the vote requirement for adoption by the Board of Trustees.

D. **Review Criteria**. In the review of a Comprehensive Plan Amendment application, the Plan Commission and Board of Trustees shall ensure the amendment is generally consistent with the overall policies, goals, objectives, principles and standards of the Official Comprehensive Plan.

E. **Effect of Decision**.

1. After the adoption of an amendment to the Official Comprehensive Plan, or a part thereof, no Code, regulation or Official Map relating to the physical maintenance, development, or redevelopment of the Village or any land within it shall be enacted, established, amended or varied and no right-of-way, street, utility or public structure or land shall be authorized, established, developed, redeveloped or modified in location or extent except in accordance with the policies, goals, objectives, principles and standards of the Official Comprehensive Plan or relevant part thereof unless the Board of Trustees shall first make a specific finding that the facts and circumstances affecting the particular matter justify a departure from the Plan.

2. **Amendment Filing and Notice of Adoption**. The Code adopting the amendment to the Official Comprehensive Plan, or any part thereof, shall provide that the Village Manager shall cause a certified copy thereof to be placed on file in the Office of the Village Clerk, and shall cause a notice evidencing the adoption of such amendment, or part thereof, to be filed with the Cook County Recorder of Deeds.

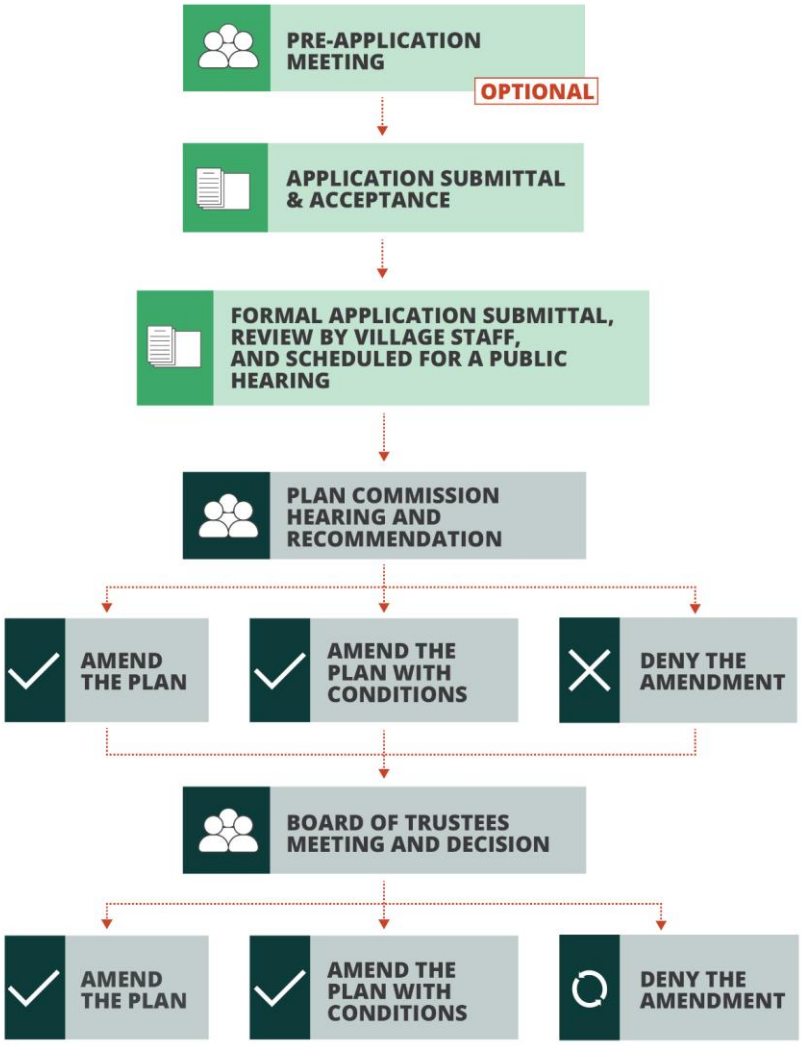

Figure 6 Comprehensive Plan Amendment

2-117.Code and Zoning Map Amendment

A. **Purpose**. The Code and Zoning Map Amendment process established by this Section is intended to provide a means for making changes in the text of this Code that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of this Code in light of changing, newly discovered or newly important conditions, situations or knowledge.

B. **Applicability**. An application for a Code and Zoning Map Amendment may be filed by the Board of Trustees, the Plan Commission, the Zoning Board of Appeals, the Village Manager, and any person interested in a proposed amendment to the text of this Code, or the owner of, or any person having a contractual interest in any property to be affected by a proposed amendment to the Zoning Map.

C. **Procedures**.

1. **Pre-Application Meeting**. If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Optional Preliminary Consideration**. The applicant may elect to conduct a Preliminary Application Consideration meeting with the Board of Trustees prior to application submittal. If the applicant elects, the following steps shall be taken. Applicants who choose to waive the Preliminary Application Consideration meeting with the Board of Trustees shall have the Application Submittal, as outlined in Step 3 (see Section 2-103-B-2(b)), shall be placed on the next available Board of Trustees meeting agenda to acknowledge receipt of application.

    a. **Preliminary Application Submittal and Acceptance**. Preliminary application submittal and acceptance shall follow the standards and process established in Section 2-103-B-2.

    b. **Village Manager Review**. Once the application is accepted, the Village Manager shall schedule the Board of Trustees Preliminary Application Consideration meeting.

    c. **Board of Trustees Preliminary Application Consideration Meeting**.

        i. Village staff shall present the preliminary application in sufficient detail to broadly acquaint the Board of Trustees with the proposal during a public meeting.

        ii. The Board of Trustees may provide the applicant with any preliminary views or concerns that they may have at a time in the process when positions are still flexible, and adjustment is still possible prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a formal application.

        iii. The Board of Trustees may make any comments, suggestions or recommendations regarding the preliminary application deemed necessary or appropriate by that

member; provided, however, that no final or binding action shall be taken with respect to any preliminary application.

iv. Any views expressed during the Board of Trustees Preliminary Application Consideration meeting shall be deemed to be only preliminary and advisory and only the individual views of the members expressing them. Nothing said or done during such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Board of Trustees, or any member of it, to approve or deny any formal application following full consideration thereof as required by this Code.

3. **Application Submittal and Acceptance**. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

4. **Village Manager Review.** Once the application is accepted, the Village Manager shall:

   a. Refer the application to appropriate Village Departments for review and comment,

   b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

   c. Schedule the Plan Commission Public Hearing.

5. **Plan Commission Hearing and Recommendation**. The Plan Commission shall conduct a public hearing on the application; review and discuss the application, Village Manager's report, and public comment received; and recommend the Board of Trustees either:

   a. Amend the Code or Zoning Map as presented,

   b. Amend the Code or Zoning Map with conditions, or

   c. Deny the Amendment.

6. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the application, the Village Manager's report, and the recommendation of the Plan Commission and either:

   a. Amend the Code or Zoning Map as presented,

   b. Amend the Code or Zoning Map with conditions,

   c. Refer the Code or Zoning Map back to the Plan Commission for additional refinement, or

   d. Deny the Amendment, in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.

7. **Protest.** Any written protest against the proposed Amendment that is received by the Village Clerk prior to the date on which consideration by the Board of Trustees is scheduled to occur shall be distributed electronically to the members of the Board of Trustees; however, notwithstanding any state statute to the contrary, such protest shall not change the vote requirement for adoption by the Board of Trustees.

D. **Review Criteria**. The wisdom of amending the Code and/or Zoning Map is a matter committed to the legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied, the Board should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board should weigh the following factors:

1. The existing uses and zoning classifications of properties in the vicinity of the subject property.
2. 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.
3. The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.
4. The extent to which such diminution in value is offset by an increase in the public health, safety, and welfare.
5. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
6. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
8. The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification.
9. 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.
10. The community need for the proposed map amendment and for the uses and development it would allow.

E. **Effect of Decision**.

1. After the adoption of a Code or Zoning Map Amendment no physical maintenance, development, or redevelopment of the Village or any land within it shall be done except in accordance with the amended Code or map.
2. **Zoning Map Amendment Filing and Notice of Adoption**. The Code adopting the Zoning Map amendment shall provide that the Village Manager shall cause a certified copy thereof to be placed on file in the Office of the Village Clerk.

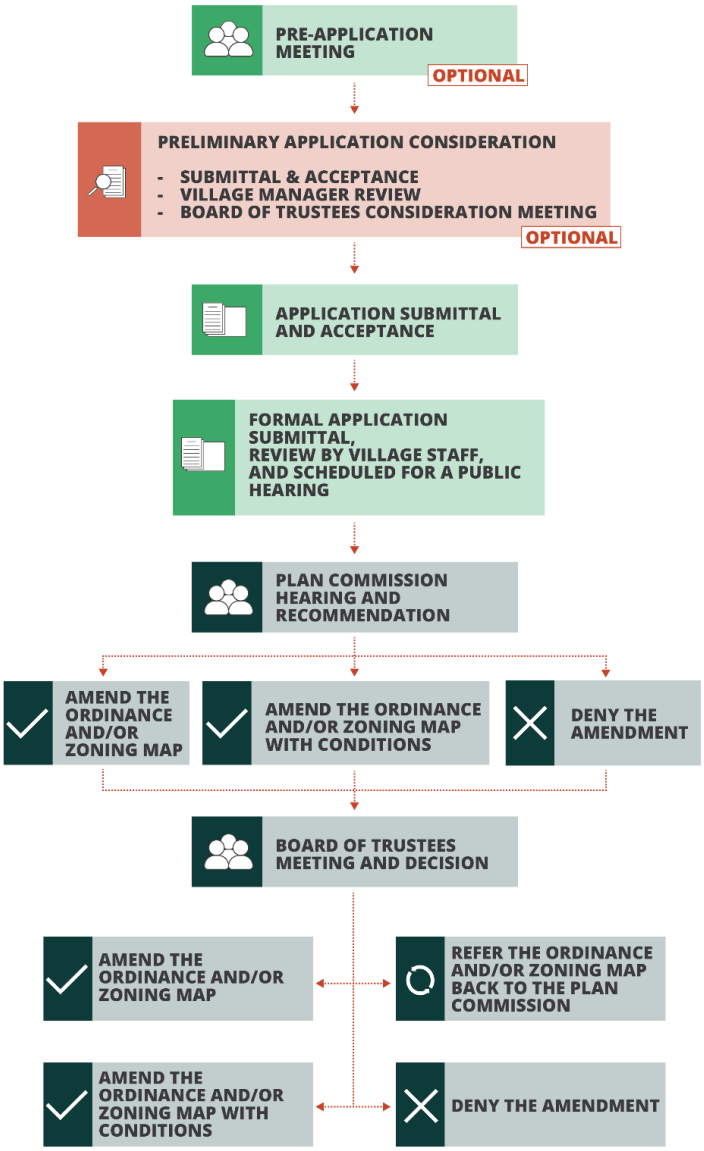

Figure 7 Code and Zoning Map Amendment

2-118.Planned Unit Development

A. **Purpose**. The Planned Unit Development (PUD) process is established to achieve high quality, creative, and innovative land planning and site design that furthers the objectives of the Village, as detailed in Table 4-102, but which cannot be achieved through the strict application of the development and design standards of this Code. The PUD is a process by which deviations from base district development and design standards, that meet the needs and character of the site-specific features and context of the district, may be approved.

B. **Applicability**.

1. **Village Green Overlay District**. All new development or redevelopment in the VG-O district that will impact more than 50,000 square feet of gross floor area or total development site area, shall be subject to the PUD process regardless of whether deviations from base and overlay district standards are sought.

2. **All Other Districts**. In all other districts, except the C-4 District, a PUD may be considered for any new development or redevelopment impacting 200,000 square feet or more of gross floor area or development site area.

3. **C-4 District**.

   a. In the C-4 District, any new development or redevelopment occurring after October 30, 2023, shall undergo a PUD process. The development shall be approved as a planned development in accordance with the procedures outlined in this Section and the special permit requirements set forth in Section 2-113. Once approved, all development within the PUD shall be governed by the final plan approved as part of the planned development.

   b. Any use or structure existing in the C-4 District as of October 30, 2023, that is not part of a planned development approved on or after October 30, 2023, shall be deemed to be a legal nonconformity subject to the provisions of Article 12 of this Code.

C. **Procedures**.

1. **Pre-Application Meeting**. If a pre-application meeting is required, in accordance with Table 2-103 Procedures Overview, or requested it shall follow the process detailed in Section 2-103-B-2 Pre-Application Meetings.

2. **Optional Preliminary Consideration**. The applicant may elect to conduct a Preliminary Application Consideration meeting with the Board of Trustees prior to application submittal. If the applicant elects, the following steps shall be taken. Applicants who elect to waive the Preliminary Application Consideration meeting will still have their Application Submittal, as outlined in Step 3 (see Section 2-103-B-2(b)), shall be placed on the next available Board of Trustees meeting agenda to acknowledge receipt of t application.

a. **Preliminary Application, Submittal and Acceptance**. Preliminary application submittal and acceptance shall follow the standards and process established in Section 2-103-B-2.

a. **Preliminary Application, Village Manager Review**. Once the application is accepted, the Village Manager shall schedule the Board of Trustees Preliminary Application Consideration meeting.

b. **Preliminary Application Board of Trustees Consideration Meeting**. See Section 2-102.D.

3. **Application Submittal and Acceptance**.

   a. Application submittal and acceptance shall follow the standards and process established in Section 2-103-B-3.

   b. When a subdivision of land, subject to the Northbrook Subdivision Code, is proposed in connection with a planned development, review of the tentative plat of the proposed subdivision shall be carried out simultaneously with review of the PUD application.

4. **Village Manager Review.** Once the application is accepted, the Village Manager shall:

   a. Refer the application to appropriate Village Departments for review and comment,

   b. Prepare a report and recommendation on the application, based on the comments received from the referred to Village Departments, and

   ~~c.~~ Schedule the Plan Commission Public Hearing.~~Forward the application as follows:~~

   ~~d. For major redevelopment and new development applications under 50,000 square feet, the application shall be reviewed by the Architectural Control Commission and Village Board.~~

   ~~e.~~c. ~~For major redevelopment and new development over 50,000 square feet, the application shall proceed through the PUD process, including a public hearing.~~

5. ~~**Architectural Control Commission and**~~ **Plan Commission** ~~**Meeting**~~ **Hearing and Recommendation**. The ~~Architectural Control Commission and~~ Plan Commission~~, as applicable,~~ shall review and discuss the application, Village Manager's report, and either:

   a. Recommend Approval of the PUD,

   b. Recommend Approval of the PUD with conditions, or

   c. Recommend Denial of the PUD, ~~in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.~~

6. **Board of Trustees Meeting and Decision**. The Board of Trustees shall review the application, the Village Manager's report, and the recommendation of the ~~Architectural Control Commission or~~ Plan Commission; and either:

a. Approve the PUD,

b. Approve the PUD with conditions,

b. Refer the PUD back to the ~~Architectural Control Commission or~~ Plan Commission, as applicable, for additional refinement, or

c. Deny the PUD, in which case the Village Manager shall issue a denial letter, detailing the decision to the applicant.

7. **Protest**. Any written protest against the proposed PUD that is received by the Village Clerk prior to the date on which consideration by the Board of Trustees is scheduled to occur shall be distributed electronically to the members of the Board of Trustees; however, notwithstanding any state statute to the contrary, such protest shall not change the vote requirement for adoption by the Board of Trustees.

D. **Review Criteria**.

1. **General Review Criteria**. In the review of all PUDs, the Board of Trustees shall find that all of the following objectives are met:

a. **Plan Alignment**. The PUD is consistent with and clearly puts into effect the goals, objectives, and policies set forth in adopted plans and policy documents of the Village.

b. **Placemaking**. The PUD has a distinctive identity and brand that is utilized in signs, streetscape, public art, architecture, public gathering spaces, and open spaces.

c. **Integrated Design with Identifiable Centers and Edges**. The PUD is laid out and developed as a unit in accordance with an integrated overall design. The design provides identifiable centers and edges through the harmonious grouping of buildings, uses, facilities, community spaces, and open spaces. The design is highly connected internally and externally and maximizes multimodal transportation.

d. **Compatibility with Adjacent Land Uses**. The PUD includes uses which are generally compatible with the uses of adjacent parcels, with consideration given to the level of activity or intensity, noise, light, and odor. If the uses are not generally compatible, adverse impacts are mitigated through building design, height, and placement; significant screening; landscaping; public open space; and other buffering features that protect uses within the development and surrounding properties beyond what is otherwise required by this Code.

e. **Landscape Conservation and Visual Enhancement**. The PUD preserves and enhances existing natural features and amenities, such as stands of mature trees, riparian areas, wildlife habitat, unique landforms or topography, and significant viewsheds, beyond that which is required by the Village.

f. **Open and Public Gathering Space**. The PUD includes prominent and accessible open space and public gathering space, meeting the ownership and maintenance standards of

Article 8. The Board of Trustees may elect to condition their approval of the PUD on the dedication of open space and public gathering space to the Village for public use.

g. **Archaeological, Historical, or Cultural Impact**. The PUD does not substantially, adversely impact archaeological, historical, or cultural resources, including historic properties eligible for or listed in the National Register of Historic Places located on or off the parcel(s) proposed for development. Examples of adverse impacts include but are not limited to:

i. Neglect, destruction, damage, or removal of resources; alteration of property inconsistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties,

ii. Change of the character of the physical features of the resource's setting and association that contribute to its historic significance, and

iii. Introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features.

2. **Modification Standards**. A PUD shall justify any request(s) for deviation from base or overlay district development and design standards by meeting at least one of the following standards that further the Village's adopted policies and goals.

a. **Environmentally Sustainable Site and Building Design**. The PUD is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, and landscaping design in order to:

i. Substantially reduce energy, waste and water consumption, for example, by meeting environmentally friendly building or site certification standards or adaptive reuse,

ii. Enhance local food systems, or

iii. Improve onsite stormwater management and water quality, for example, by designing to the 100-year storm event.

b. **Other**. The applicant may propose an alternative modification standard for consideration by the Board of Trustees.

E. **Effect of Decision**.

1. **Regulation During and Following Completion of Development**. Following Final Plan approval, the approved deviations from base district development and design standards shall control in the event of an express conflict between the provisions of the Final Plan and this Code. Any base district development and design standard both in effect at the time of PUD adoption or established/amended in the future, which does not receive deviation approval, shall be complied with.

2. **PUD Filing and Notice of Adoption**. The Code adopting the PUD shall provide that the Village Manager shall cause a certified copy thereof to be placed on file in the Office of the

Village Clerk, and shall cause a notice evidencing the adoption of such plan, or part thereof, to be filed with the Cook County Recorder of Deeds.

3. **Amendments**.

   a. **Administrative Amendments**. Insignificant amendments to PUDs shall be treated as a Site Plan (Section 2-108). Administrative amendments include any amendments that:

      i. Does not increase the intensity of the use,

      ii. Further reduce any authorized variation or exception,

      iii. Has no discernible impact on neighboring properties or the general public, and

      iv. Complies with all special restrictions established in the approved Special Permit Code.

   b. **Minor Amendments**. Minor amendments to PUDs shall be reviewed and approved by the Board of Trustees following a public meeting. Minor amendments include any amendments that have no substantial impact on neighboring properties, the general public, or those intended to occupy or use the proposed development.

   c. **Major Amendments**. Major amendments to an approved PUD shall be treated as a new application for PUD approval. Major amendments include any amendments that do not qualify as an administrative or minor amendment.

   d. **C-4 District Amendments.** Any subsequent amendment to a planned development special permit approved pursuant to 2-118-B-3 of this Section, shall require approval in accordance with the applicable provisions of this Code governing amendments to planned development special permit ordinances. However, property owners required to apply for or consent to any such amendment shall be limited to those property owners directly impacted by the proposed amendment.

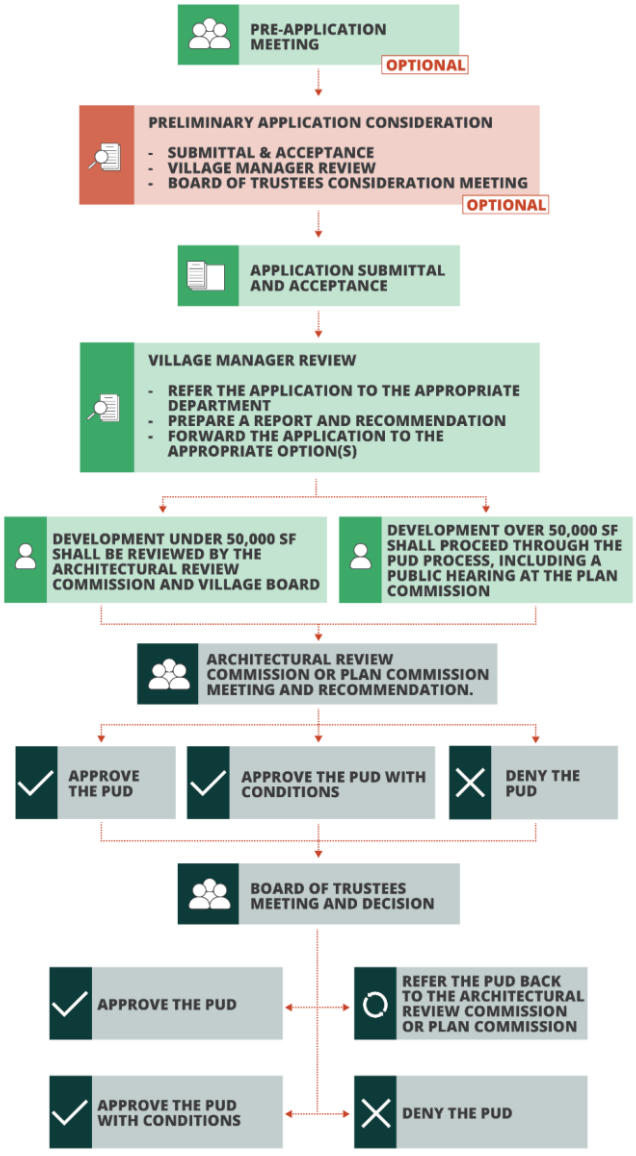

Figure 8 Planned Unit Development

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2-119.Enforcement

A. **Types of Violations**. Any violation of a Code adopted pursuant to this Code shall constitute a violation of this Code, including the following types of violations.

1. **Development Without Authorization.** Engaging in the development, use, construction, land disturbance, or any other activity subject to the jurisdiction of this Code without all required plan approvals, permits, certificates, or other forms of authorization required by this Code shall constitute a violation of this Code.

2. **Development Inconsistent with Approval**. Engaging in development, use, construction, land disturbance or other activity subject to the jurisdiction of this Code inconsistent with any approved plan, plat, permit, certificate, other form of authorization granted for such activity, including conditions of such approvals, shall constitute a violation of this Code.

3. **Violation by Act or Omission**. Undertaking any activity contrary to the provisions of this Code, including but not limited to any act or omission, or failure to comply with any other provisions, procedures, or standards as required by this Code shall constitute a violation of this Code.

B. **Enforcement Procedures**.

1. **Complaints Regarding Violations**. When the Village Manager identifies or is made aware of a potential violation of this Code, the enforcement procedures shall take place in accordance with this Section. Any person may submit a complaint alleging a violation of this Code.

   a. Upon receiving a complaint that fully states the basis for the allegation, including the apparent cause of the alleged violation, the Village Manager shall properly record such complaint, investigate the alleged violation, and take appropriate action as provided by this Code.

   b. Nothing shall limit the Village Manager from investigating possible violations of this Code without receiving a complaint.

2. **Inspection and Investigation**. The Village Manager is authorized to conduct any lawful inspection and investigation necessary to ensure compliance with this Code.

   a. Inspections may be conducted from public areas or common areas, including premises open to the general public, public right-of-way, as well as adjacent private areas where permission has been granted by the property owner. These inspections shall be carried out during normal business hours unless the Village Manager determines there is a special circumstance or an emergency necessitating inspection at another time.

   b. Inspections of private areas not visible from a public area may only occur upon presentation of proper credentials and with the consent of the premises owner or with an administrative inspection warrant.

c. No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the Village while that person is inspecting or attempting to inspect land or structures nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out their official duties.

3. **Notice of Violation and Correction Order**. Upon finding that a violation of this Code exists, the Village shall provide written notice of the violation and correction order.

   a. **Contents of Written Notice of Violation**. The notice of the violation and correction order shall:

      i. Describe the location and nature of the violation,

      ii. State the actions necessary to abate the violation,

      iii. Order that the violation be corrected within a specified reasonable time period not to exceed 30 days after receipt of the notice of the violation and correction order and with the limit for correction of the violation beginning five days after the notice if posted on the property,

      iv. State that remedies and penalties may be assessed if the violation is not addressed within the time period for correction, and

      v. State a notice of the violation and correction order may be appealed via local adjudication. The owner, other party, or person with standing has 30 days from receipt of the written notice of the determination within which to file an appeal.

   b. **Delivery of Written Notice of Violation**. The notice of the violation and correction order shall be served to the responsible entity(ies) and the landowner of the property (if different) on which the violation exists and the person causing or maintaining the violation.

      i. The notice of violation and correction order shall be delivered in any manner permitted by the State of Illinois, including:

         a) Personal delivery,

         b) Electronic delivery,

         c) First-class mail, or

         d) Posted on the property.

      ii. The person providing the notice of the violation and correction order shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

iii. In the absence of evidence to the contrary, notice given by first-class mail is deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.

c. **Initial Notice Shall Constitute Final Notice**. The initial written notice of a violation shall constitute final notice regarding a violation, though additional written notice may be provided, at the sole discretion of the Village Manager.

d. **Extension of Time Limit to Correct Violation.** On receiving a written request for an extension of the time limit for correction specified in the Notice of the Violation and Correction Order, the Village Manager may grant a single extension of up to 90 days for good cause shown. The notice of extension shall state the date prior to which the correction must be made, or the violator will be subject to the penalties described in the Notice of the Violation and Correction Order.

e. **Emergency Enforcement Without Notice.** If it is determined that delay in correcting the violation would pose a danger to the public health, safety, or welfare, the Village Manager may seek immediate enforcement without prior written notice by invoking any of the remedies and penalties authorized in Subsection C; Remedies and Subsection D Penalties, below.

f. **Repeat Violations.** If the same violation is repeated by the same offender over any two-year period, the Village may commence the application of remedies or penalties at the stage in the process where the previous violation was resolved.

C. **Remedies**.

1. **Stop Work and Cease-and-Desist Orders.**

a. The Village Manager may issue a stop work or cease and desist order whenever any development subject to this Code, including a building or structure that is being constructed, demolished, renovated, altered, or repaired, is in violation of any applicable provision of this Code.

b. The stop work or cease and desist order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation, and the action(s) necessary to lawfully resume work.

2. **Revocation of Certificate, Permit, or Other Approval**. The Village Manager may revoke any permit, certificate, or other approval granted under this Code, by written notice to the permit, certificate, or other approval holder, when:

a. False statements or misrepresentations were made in securing the permit, certificate, or other approval,

b. Work is being or has been done in substantial departure from the approved application or plan, including all conditions,

c. There has been a failure to comply with the requirements of this Code, or

d. A permit or approval has been mistakenly granted in violation of this Code.

3. **Denial or Withholding of Related Permits**. The Village Manager may deny or withhold a Certificate of Compliance or Certificate of Occupancy in accordance with the Building Code or deny or withhold any permit, approval, or other authorization under this Code to use or develop any land, structure, or improvements—until an alleged violation related to such land, use, or development is corrected and any associated civil penalty is paid.

4. **Removal of Illegal Signs**.

   a. The Village may remove any sign placed within the public right-of-way of a Village or state-maintained street in violation of the standards in this Code.

   b. The Village Manager shall have the authority to summarily remove, abate, or remedy a sign or sign structure which the building inspector has determined to be dangerous or prejudicial to the public health or safety.

   c. The expense of the action shall be paid by the sign owner or if the sign owner cannot be ascertained, by the property owner.

5. **Abatement; Liens**. Where authorized by state statute, the Village Manager may order any work necessary to abate any violation of this Code and shall assess the cost of such work to the property owner. Upon the failure of the owner to pay such cost, the Village Manager shall file a lien for such costs, and for all costs of collection, against the property in question.

D. **Penalties**. Any person who shall violate, disobey, omit, neglect or refuse to comply with, or who shall resist enforcement of, any provision of this Code shall be subject to as set forth in the annual fee Code. Each day a violation continues to exist shall constitute a separate offense.

EXHIBIT B

Article 6. Commercial District Standards

C-4 District Planned Development

A. **Planned Development Required.**

6-101. 1. Except as provided in Section 6-110-A(2) of this Code, after October 30, 2023, no land shall be improved or developed in the C-4 District unless it is approved as a planned development in accordance with the special permit and planned development procedural process set forth in Article 2 of this Code.

2. Any use or structure existing in the C-4 District as of October 30, 2023, that is not part of a planned development approved on or after October 30, 2023, shall be deemed to be a legal nonconformity subject to the provisions of Article 12 of this Code.

3. **Site Plan Review within Approved Planned Developments.** Once a planned development is approved pursuant to Section 6-110-A(1) of this Code, all development within that planned development shall be governed by a final plan approved as part of the planned development. Notwithstanding any provision of this Code to the contrary, the review and approval of site plans for individual parcels, buildings, and structures within the planned development shall be conducted by the Village Manager in accordance with Section 2-118 of this Code, and no site plan review by the Plan Commission ~~or Architectural Control Commission~~ shall be required.

4. **Amendments to Planned Development Ordinances.** Any subsequent amendment to a planned development special permit ordinance approved pursuant to Section 6-110-A (1) of this Code will require approval in accordance with the applicable provisions of this Code governing amendments to planned development special permit ordinances; provided however, that property owners necessary to apply for, or consent to, any such amendment shall be limited to those property owners that are directly impacted by the proposed amendment.

B. **Planned Development for the Northbrook Court Property.** Upon adoption by the Village Board of Trustees on October 30, 2023 of an ordinance approving a special permit for a C-4 District mixed-use planned development known as the Northbrook Court Planned Development (the "Northbrook Court PD Ordinance"), the property that is described in and controlled by that ordinance shall be subject to, and comply with, the use and bulk regulations of the C-4 Regional Shopping District and the regulations as set forth in the Northbrook Court PD Ordinance. In the event of a conflict between the two, the Northbrook Court PD Ordinance shall control. The Northbrook Court PD Ordinance may be amended from time-to-time as provided in Section 6-110-A (4) of this Code, and such amendment shall, automatically, be deemed to be part of the Northbrook Court PD Ordinance as defined in this Section.

C. **Effect of Legacy C-4 District Planned Development Ordinances.** The 2023 Northbrook Court PD Ordinance will repeal and replace the regulations previously defined as the "Northbrook Court Master Site Plan and Operations Ordinance – Ordinance No. 2019-46. As will be provided in the 2023 Northbrook Court PD Ordinance, the Northbrook Court Master Site Plan and Operations Ordinance, and all previously adopted site-specific ordinances referenced or incorporated in the 2019 Ordinance, shall have no force or effect as of October 30, 2023.

EXHIBIT C

Article 9. Overlay District Standards

VG-O Village Green Overlay

9-101. A. **Special Bulk and Dimensional Standards.** The bulk, space, and yard requirements applicable in the base districts shall apply in the Village Green Overlay District, except as specifically modified in this Section. The following special bulk, space, and yard requirements shall apply in the Village Green Overlay District:

1. **Building Height.**

a. Regardless of base district, the minimum allowed building height shall be 2 stories.

b. In the C-3 base district, the maximum permitted building height shall be 45 feet or 3 stories by right and 55 feet or 4 stories, with a Special Permit.

c. In the C-2 base district, the maximum permitted building height shall be 55 feet or 4 stories by right and 65 feet or 5 stories, with a Special Permit.

d. Additional building height may be approved as a Planned Unit Development.

e. All buildings four or more stories in height shall be designed to step back the upper stories after the first, second, or third story. The step back shall meet the following standards:

i. **Location**. The step back shall be provided along all building elevations facing a front or corner side lot line or a residential property outside of the Village Green Overlay District.

ii. **Width**. The step back shall be provided along a minimum of 80 percent of any applicable building elevation.

iii. **Depth**. The step back shall have a minimum depth of 10 feet.

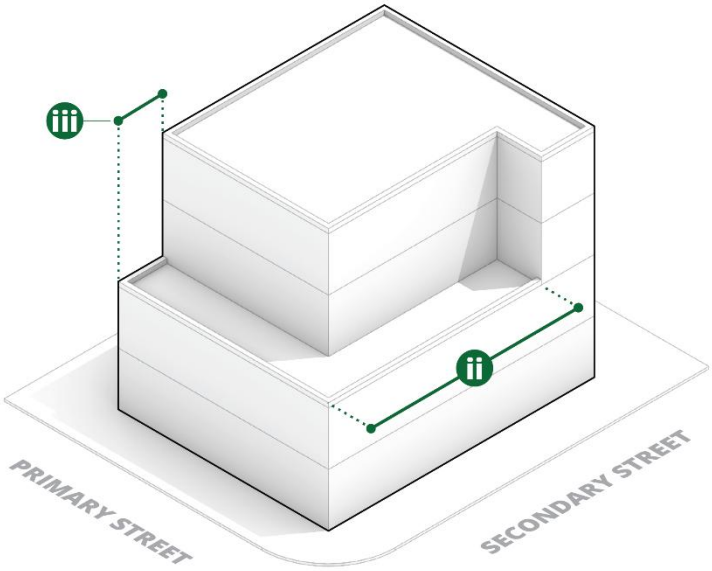

Figure 1 Upper Story Step Back

2. **Building Setbacks**. Buildings in the Village Green Overlay District shall have the minimum and maximum front and corner side setbacks detailed in subsections a and b below. If a nonresidential building, excluding institutional buildings, is set back five or more feet, the setback shall be activated as outdoor dining or public gathering space.

   a. **Minimum Setback**. 0 feet / at the property line

   b. **Maximum Setback**. 10 feet

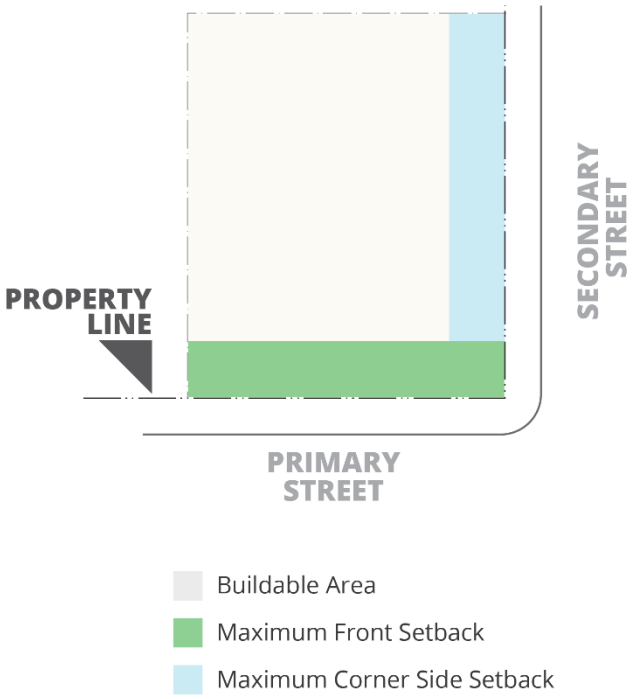

Figure 2 Minimum and Maximum Setbacks

B. **Design Standards.**

1. **Exterior Building Cladding Materials.** All buildings in the Village Green Overlay District shall meet the exterior building cladding material requirements detailed in Table 9-104-B-1. Glazing shall not be included in the material calculations.

Table 9-104-B-1: VG-O District Exterior Building Cladding Materials			
Building Façade Elevation	**Tier I**	**Tier II**	**Tier III**
Front and Corner Side	Minimum 50%	Maximum 50%	Not allowed
Interior Side and Rear	Minimum 25%	Maximum 75%	Maximum 25%

a. **Tier I.** Tier I materials are characterized by their high quality and long-lasting durability. These materials may commonly reflect traditional building methods and serve as a unifying element throughout buildings in the Village. Tier I materials include:

i. Brick;

ii. Natural and manufactured stone;

iii. Terra cotta;

iv. Architectural concrete masonry units; and

v. Concrete materials.

b. **Tier II**. Tier II materials are characterized by their medium-to-high quality with lasting durability, but more frequent maintenance required than Tier I materials. Tier II materials are generally lower cost than Tier I materials. These materials provide variety and design expression on the building and have scale, texture, and pattern creating visual interest. Tier II materials include:

   i. Siding (natural wood or composite materials) in a lap, vertical beaded or batten board, or shake application;

   ii. Composite board or fiber cement board with a maximum joint pattern of two feet by four feet;

   iii. Architectural metal panels with a maximum joint pattern of two feet by four feet.

c. **Tier III**. Tier III materials are medium quality materials and/or monolithic in visual appearance. These materials may require more frequent maintenance than Tier I or Tier II but provide up-front cost savings. Tier III materials contribute to variety and design expression but offer less visual interest. Tier III materials shall include:

   i. Natural and synthetic stucco, including EIFS;

   ii. Composite board or fiber cement board with a maximum joint pattern of four feet by eight feet;

   iii. Architectural metal panels with a maximum joint pattern of four feet by eight feet.

d. **Prohibited Materials**. The following materials are prohibited:

   i. Corrugated metal siding;

   ii. Vinyl siding; and

   iii. Unfinished concrete block, except in areas of loading docks, screened from view from the right of way and/or neighboring properties.

2. **Façade Articulation.** Façade articulation requirements shall apply to all front and corner side facing building elevations in the Village Green Overlay District. If a front or corner side facing building elevation is up to 60 feet in width, at least two of the following façade articulation options shall be met. If a front or corner side facing building elevation is 60 feet to 100 feet in width, at least three of the following façade articulation options shall be met. If a front or corner side facing building elevation is more than 100 feet in width, at least four of the following façade articulation options shall be met.

    a. Changes in floor plates that protrude and/or recess with a minimum dimension of two feet from the applicable façade.

    b. A horizontal shift of the applicable ground floor façade with a minimum depth of two feet for a minimum 80 percent of the length of the façade. Ground floor step backs shall not exceed the maximum setback requirements (Section 9-104-A-2).

    c. Variation in horizontal and/or vertical recesses or projections such as a pattern of recessed grouping of windows, recessed panels, or bay windows. The recess or projection shall be a minimum four inches in depth.

    d. Variation in horizontal and/or vertical projections such as shading and weather protection devices, decorative architectural details.

    e. Datum lines that continue the length of the building, such as parapets or cornices, with a minimum four inches in height or a minimum two inches in depth and include a change in material.

    f. Variation in at least two of the following: fenestration size, proportions, pattern, and depth or projection.

    g. Variation in two of the following: façade material, material size, texture and pattern, or color.

    h. Upper floor balconies, habitable projections, or Juliet balconies (every 20 to 40 feet) with a minimum four inches in depth;

    i. Other as proposed by the applicant and approved by the ~~Architectural Control Commission~~Zoning Board of Appeals.

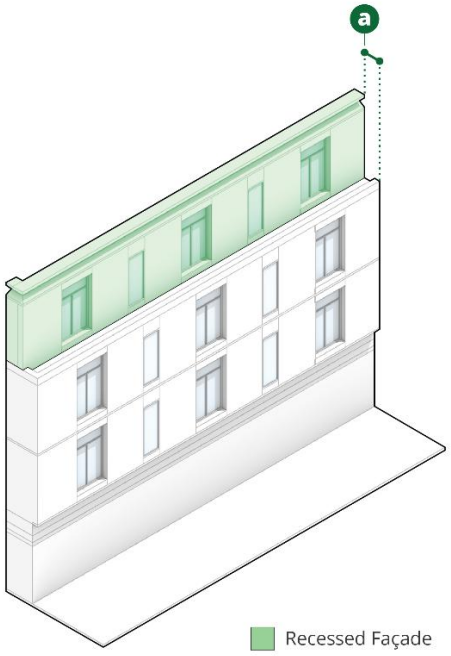

Figure 3 Facade Articulation A

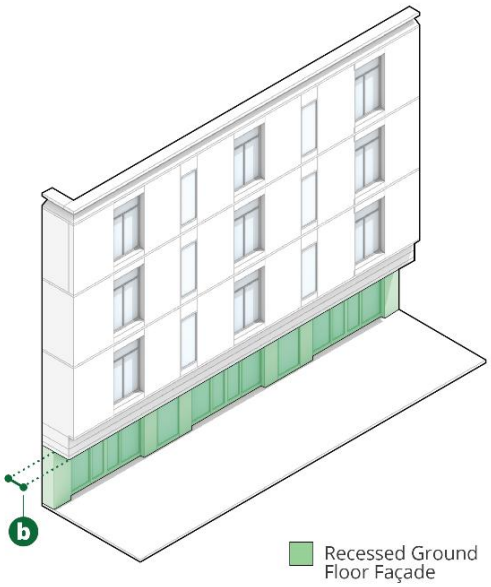

Figure 4 Facade Articulation B

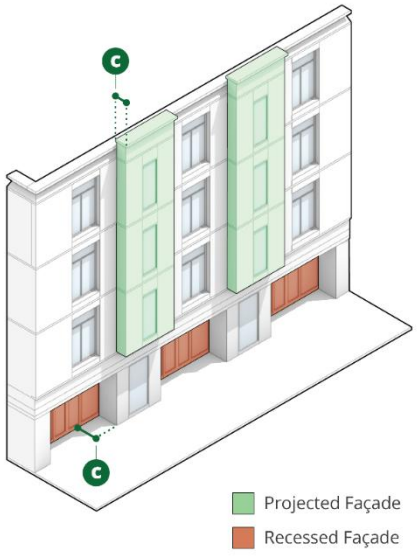

Figure 5 Facade Articulation C

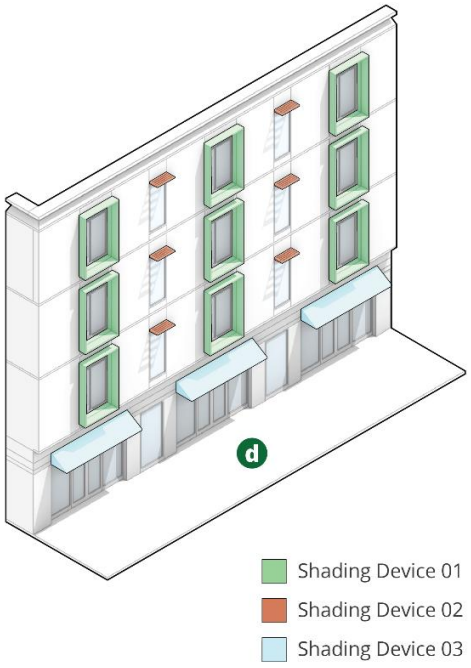

Figure 6 Facade Articulation D

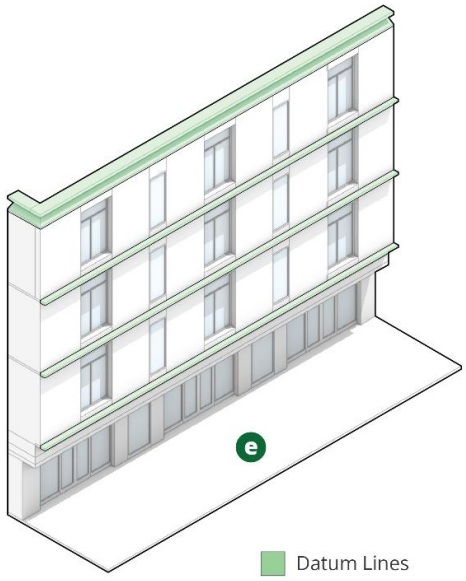

Figure 7 Facade Articulation E

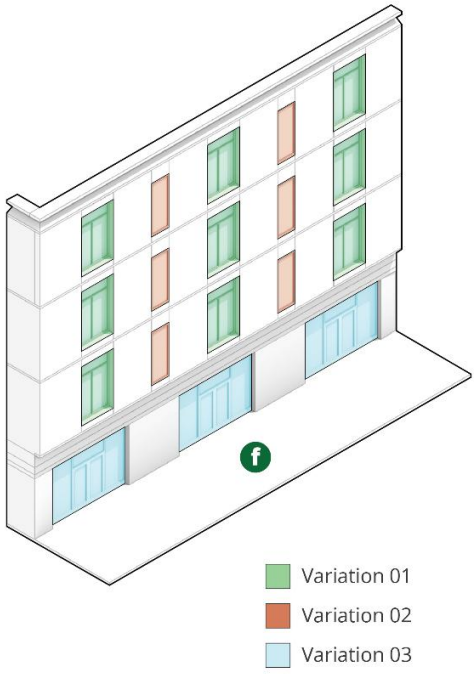

Figure 8 Facade Articulation F

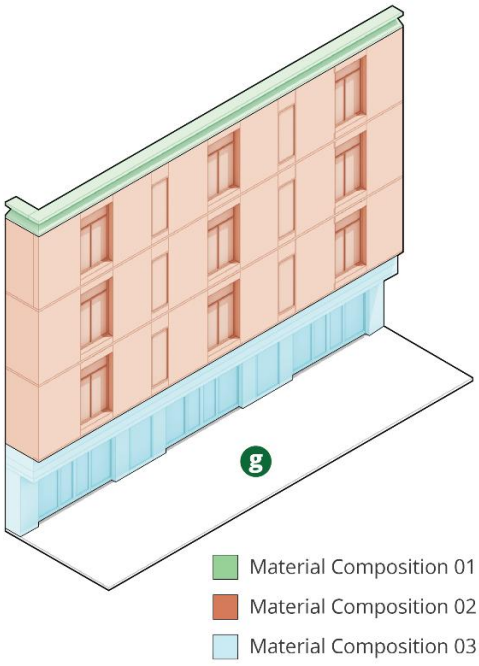

Figure 9 Facade Articulation G

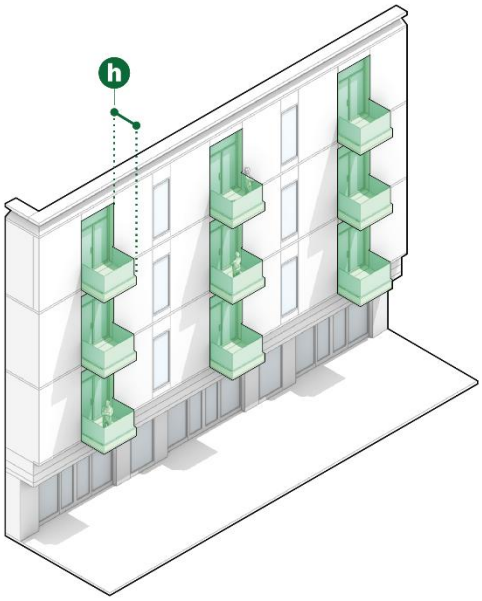

Figure 10 Facade Articulation H

3. **Glazing.** The ground floor of all front and corner side facing building elevations in the Village Green Overlay District shall meet the glazing requirements detailed in subsections a and b below. Glazing standards shall apply to nonresidential buildings only, excluding institutional buildings.

   a. **Front Facing Ground Floor Façades**. Minimum 70 percent

   b. **Corner Side Facing Ground Floor Façades**. Minimum 40 percent

Figure 11 Front Facing Ground Floor Facade Glazing

Figure 12 Corner Side Facing Ground Floor Facade Glazing

4. **Signs.**

   a. Permanent signs in the Village Green Overlay District shall not be allowed to display a wall sign and an awning sign on the same façade;

   b. A permanent building sign shall be located:

      i. Within a signboard frieze, if one exists; and

      ii. In a manner that does not cover any architectural features, including but not limited to, a pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel of the building to which it is affixed.

   c. A permanent ground sign shall be exempt from the location restrictions established per permanent ground sign type in Section 11-106.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Development & Planning Services Amy McEwan
Date: 2025-12-09
Subject: An Ordinance Amending Chapter 2, Chapter 6, and Chapter 22 of the Northbrook Municipal Code Concerning Commissions and Amending the Annual Fee Ordinance

Overview
Chapters 1, 2, 6, and 22 of the Municipal Code are being amended along with the Annual Fee Ordinance to align with the newly adopted Zoning Code; and updates the Commission responsibilities for the Zoning Board of Appeals, as well as acknowledge the work of the Architectural Control Commission and the recommendations from the Economic Strategy Commission and the conclusion of their work.

Fiscal Impact
The proposed amendment to the Annual Fee Ordinance reflects the new zoning relief processes and corresponding fees and escrows; and removes relief categories that do not exist under the new Zoning Code. Additionally, language authorizing the Village Manger to waive, for other Northbrook taxing bodies, the payment of zoning application fees has been added. This language was previously in the 1988 Zoning Code, and consistent with other Village fees, is being relocated to the Annual Fee Ordinance of the Municipal Code.

Recommendation
Approval.

Background

On December 9, 2025 the Board of Trustees will consider an ordinance amending the Municipal Code and the Annual Fee Ordinance to align with the newly adopted Zoning Code; and updates the Commission responsibilities for the Zoning Board of Appeals, as well as acknowledge the work of the Architectural Control Commission and the recommendations from the Economic Strategy Commission and the conclusion of their work.

The proposed amendment to the Annual Fee Ordinance reflects the new zoning relief processes and corresponding fees and escrows; and removes relief categories that do not exist under the new Zoning Code. Additionally, new language authorizing the Village Manger

to waive, for other Northbrook taxing bodies, the payment of zoning application fees has been added. This language was previously in the 1988 Zoning Code, and consistent with other Village fees, is being relocated to the Annual Fee Ordinance of the Municipal Code.

As presented previously, some changes in the new Zoning Code have resulted in fewer actions requiring formal review by a public body. The Village has been focused on streamlining processes and shifting the public review of development proposals to the Zoning Board of Appeals to reduce the time it takes to review by 2-4 weeks. In addition, both nationally and here in Northbrook, it has become increasingly more difficult to recruit the number of volunteers necessary to serve on all the Village Commissions. This is especially challenging when the commission requires specific areas of skill and expertise, which is the case for the ACC. Staff will encourage the current ACC members to apply and continue their service on other commissions such as the ZBA or Plan Commission.

The Board of Trustees approved the creation of the Economic Strategy Commission on February 8, 2022 to advise the Village Board of Trustees and make recommendations for next steps to accomplish sound economic growth and a harmonious environment, retention of existing business, and attraction of new business.

During its tenure, staff presented the Commission with information on economic development trends and leading practices of neighboring communities resulting in recommendations to support and expand the economic vitality of Northbrook. The ESC held a joint public meeting with the Board on May 29, 2024, to share and discuss their recommendations. At the November 12, 2024, Village Board meeting, there was a follow-up presentation which detailed steps completed related to the ESC's recommendations for the development and redevelopment of downtown and well as an outline of future considerations. This set the foundation for the Village to prioritize additional support for the business community. Additionally, as part of the adopted FY26 Budget process, a Village-Wide Strategic Planning initiative was funded, and BerryDunn, a national consulting firm dedicated to serving state and local government agencies was selected to support the Village in developing its first ever Strategic Plan. BerryDunn was selected due to their expertise in local government Strategic Planning public engagement and plan development. The Strategic Plan will identify key community priorities and direct future budgeting initiatives. In early 2026, BerryDunn will present the Village Board with data and information from the public that is being gathered through multiple touchpoints including but not limited to an environmental scan, public forums, surveys and interviews. The report and recommendations of the ESC have been part of this Environmental Scan conducted by BerryDunn. As such, the work of the ESC concluded and the Ordinance will sunset the public body. Following completion of that Strategic Plan in spring 2026, it is possible that a successor commission may be constituted to support economic development initiatives.

The actions proposed need to be considered in the following order:

1. Hold a public hearing to consider amendments to the Northbrook Zoning Code

2. Consider adoption of the ordinance amending the Zoning Code shifting the Architectural Control Commission's responsibilities to the Zoning Board of Appeals to align and streamline the administrative approval processes.
3. Consider an ordinance amending the Municipal Code and the Annual Fee Ordinance to align with the newly adopted Zoning Code.

The above actions sunset the Architectural Control Commission and Economic Strategy Commission. The Staff and the Village Board of Trustees appreciate the contributions of the members of the ACC and ESC and we want to express our gratitude to each commission member for their dedicated service to Northbrook.

Included for consideration is an ordinance approving all the proposed amendments to the Municipal Code and the Annual Fee Ordinance.

An Ordinance Amending Chapter 1, Chapter 2, Chapter 6, and Chapter 22 of the Northbrook Municipal Code Concerning Payment of Fees and Village Commissions and Amending the Annual Fee Ordinance
Exhibits A-K - Amending Municipal Code Regarding Commissions

Ordinance 2025-__

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

An Ordinance Amending Chapter 1, Chapter 2, Chapter 6, and Chapter 22 of the Northbrook Municipal Code Concerning Payment of Fees and Village Commissions and Amending the Annual Fee Ordinance

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Village Commissions are established to foster community input and involvement, move Village initiatives forward, and provide the Board with suggestions for community events, outreach, and work that is necessary to the overall success of the Village. From time to time, the mission, scope, and/or function of a particular Commission is reviewed and adjusted to better suit the current Village needs.

Pursuant to the Village's home rule authority under the Constitution of the State of Illinois of 1970, the President and the Board of Trustees find that it is necessary and in the public interest of the Village that the Northbrook Municipal Code, as amended ("***Village Code***"), be further amended as provided in this Ordinance.

Section 2. AMENDMENTS TO CHAPTER 2 OF THE VILLAGE CODE.

Section 2-297, entitled "Director of development and planning services" of Division 6, entitled "Department of Development and Planning Services" of Article V, entitled "Departments" of Chapter 2, entitled "Administration" of the Village Code is amended as set forth in ***Exhibit A*** to this Ordinance.

Division 7, entitled "Economic Strategy Commission" of Article VI, entitled "Boards, Commissions, Etc." of Chapter 2, entitled "Administration" of the Village Code is hereby repealed in its entirety.

A new Section 2-577, entitled "Manner of appeal; procedures" is hereby added to Division 15, entitled "Board of Appeals" of Article VI, entitled "Boards, Commissions, Etc." of Chapter 2, entitled "Administration" of the Village Code to read as set forth in ***Exhibit B*** to this Ordinance.

Division 17, entitled "Architectural Control Commission" of Article VI, entitled "Boards, Commissions, Etc." of Chapter 2, entitled "Administration" of the Village Code is amended as set forth in ***Exhibit C*** to this Ordinance.

Section 3. AMENDMENTS TO CHAPTER 6 OF THE VILLAGE CODE.

Section 6-6, entitled "Expiration of permits" of Article I, entitled "General Provisions" of Chapter 6, entitled "Building and Construction Regulations" of the Village Code is amended as set forth in ***Exhibit D*** to this Ordinance.

Section 6-8, entitled "Monotony housing" of Article I, entitled "General Provisions" of Chapter 6, entitled "Building and Construction Regulations" of the Village Code is amended as set forth in ***Exhibit E*** to this Ordinance.

Section 6-14, entitled “Right to Appeal” of Article I, entitled “General Provisions” of Chapter 6, entitled “Building and Construction Regulations” of the Village Code is amended as set forth in ***Exhibit F*** to this Ordinance.

Section 6-52, entitled “Additions, deletions and modifications of the International Building Code” of Article II, entitled “Buildings” of Chapter 6, entitled “Building and Construction Regulations” of the Village Code is amended as set forth in ***Exhibit G*** to this Ordinance.

Section 6-63, entitled “Deletions, additions, and modifications to the International Residential Code” of Article III, entitled “One- and Two-Family Dwellings” of Chapter 6, entitled “Building and Construction Regulations” of the Village Code is amended as set forth in ***Exhibit H*** to this Ordinance.

Section 4. AMENDMENTS TO CHAPTER 22 OF THE VILLAGE CODE.

Section 22-1, entitled “Technical standards adopted; appeals” of Article I, entitled “In General” of Chapter 22, entitled “Streets and Sidewalks” of the Village Code is amended as set forth in ***Exhibit I*** to this Ordinance.

Section 5. AMENDMENTS TO ANNUAL FEE ORDINANCE.

Section 5, entitled "Schedule of Fees, Charges and Rates," of the Annual Fee Ordinance, shall be further amended as as set forth in ***Exhibit J*** to this Ordinance.

Section 6. AMENDMENTS TO CHAPTER 1 OF THE VILLAGE CODE.

Section 1-12, entitled “Payment of fees” of Chapter 1, entitled “General Provisions” of the Village Code is amended as set forth in ***Exhibit K*** to this Ordinance.

Section 7. 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.

EXHIBIT A

Sec. 2-297. Director of development and planning services.

(a) There is established the position of director of development and planning services who shall be appointed by the village manager. The director of development and planning services shall have control and supervision over all employees assigned to the department of development and planning services, subject to the supervision of the village manager.

(b) The director of development and planning services shall be responsible for:

(1) The enforcement of all ordinances and codes of the village relating to the construction, repair, alteration and demolition of buildings, signs and other structures and the use of streets or parkways in connection therewith.

(2) All inspections needed to ensure compliance with building construction regulations.

(3) Assisting the village manager in the enforcement of all zoning, property maintenance and land use ordinances and codes of the village.

(4) Acting as the liaison officer between the administration and the zoning board of appeals, plan commission, ~~economic strategy commission,~~ and electrical commission ~~and architectural control commission~~, providing such assistance and advice as may be required by such bodies.

(5) Reviewing and coordinating issues related to the orderly development of the community.

(6) Assisting in the dissemination of information to elected and appointed village officials, community groups and other governmental units to facilitate a thorough and balanced view of planning related issues.

(7) Accomplishment of planning activities, including, but not limited to:

a. Preparation, review and amendment of the village's comprehensive plan;

b. Coordination of the review of special permit, rezoning, and subdivision applications and zoning or subdivision and development code amendments);

c. Transportation planning (including vehicular and pedestrian/bicycle traffic); and

d. Economic development initiatives.

(Ord. No. 2022-3, § 2, 2-8-2022)

EXHIBIT B

Secs. 2-577 Manner of appeal; procedures.

The zoning board of appeals shall have the power to hear and decide appeals from and review any order, requirements, decision or determination made pursuant to sections 6-14, 6-52, 6-63 or 22-1 of this Code.

(a) Any appeal to the zoning board of appeals pursuant to this section of this Code shall be taken within 30 days of the order, requirement, decision or determination complained of by filing a notice of appeal specifying the grounds thereof.

(b) Any such notice of appeal shall be filed with the building official, the zoning board of appeals and the village clerk.

(c) The building official shall promptly transmit to the zoning board of appeals all the papers constituting the record upon which the action appealed from was taken.

(d) The zoning board of appeals shall set a reasonable time and date for the hearing of the appeal and give due notice thereof to the building official and the appealing party.

(e) At the hearing, any party may appear in person or by agent or attorney.

(f) The zoning board of appeals may reverse, affirm or modify, in whole or in part, the order, requirement, decision or determination, and to that end has all the powers of the building official.

(g) All final decisions of the zoning board of appeals regarding appeals pursuant to of this Code shall be appealable to the Circuit Court of Cook County by writ of certiorari to correct errors of law.

Secs. 2-578—2-590. Reserved.

EXHIBIT C

DIVISION 17. ARCHITECTURAL CONTROL COMMISSION

~~Sec. 2-610. Established.~~

~~There is hereby established an architectural control commission.~~

~~Sec. 2-611. Membership.~~

~~The architectural control commission shall consist of seven members, at least four of whom shall be residents of the village. Non-resident members shall be employed by a business located in the village, or conduct routine business within the village limits. Members shall include at least one licensed architect. Other members shall include individuals with practical knowledge of building construction and design, including, but not limited to professional architects, engineers, landscape or designers, and building construction, with at least ten years of experience. There shall not be more than three members selected from the same profession or business.~~

~~Sec. 2-612. Term of office.~~

~~All members shall serve for a term of three years with the term of four members terminating at the end of one fiscal year and the terms of three members terminating in the immediately subsequent fiscal year.~~

~~Sec. 2-613. Powers and duties.~~

~~(a) The architectural control commission shall have the following powers and duties:~~

~~(1) When administrative staff review of single-family residential home for monotony requires further determination, the commission shall examine the elevations for the construction of single-family residential structures for monotony prior to the issuance of a building permit for the same; and~~

~~(2) To examine plans for all proposed multi-family structures, and residential planned developments prior to the adoption of a special use ordinance for the same; and~~

~~(3) To hear and decide appeals from and review and order, requirements, decision or determination made by the building official pursuant to section 6-52 of this Code.~~

~~(4) To hear and decide requests for building permit extensions pursuant to section 6-6 of this Code.~~

~~(5) To hear and decide appeals from any review, order, requirement, decision or determination made by the village engineer pursuant to section 22-1(b) of this Code.~~

~~(6) Advancing sustainability goals and programs within the adopted Climate Action Plan.~~

~~(b) The examination power of the architectural control commission pursuant to subsections (a)(1) and (a)(2) of this section shall be limited to a determination of compliance with section 6-8 of this Code.~~

~~(c) All recommendations of the architectural control commission made pursuant to subsections (a)(1) and (a)(2) of this section shall be submitted to the director of development and planning services or to the board of trustees, as the case may be, in sufficient time for consideration of the same prior to final action by the director of development and planning services on a building permit request or final action by the board of trustees on a residential planned development approval request.~~

~~Sec. 2-614. Manner of appeal; procedures.~~

~~(a) Any appeal to the architectural control commission pursuant to section 2-614(a)(3) of this Code shall be taken within 30 days of the order, requirement, decision or determination complained of by filing a notice of appeal specifying the grounds thereof.~~

~~(b) Any such notice of appeal shall be filed with the building official, the architectural control commission and the village clerk.~~

~~(c) The building official shall promptly transmit to the architectural control commission all the papers constituting the record upon which the action appealed from was taken.~~

~~(d) The architectural control commission shall set a reasonable time and date for the hearing of the appeal and give due notice thereof to the building official and the appealing party.~~

~~(e) At the hearing, any party may appear in person or by agent or attorney.~~

~~(f) The architectural control commission may reverse, affirm or modify, in whole or in part, the order, requirement, decision or determination, and to that end has all the powers of the building official.~~

~~(g) All final decisions of the architectural control commission regarding appeals pursuant to section 2-613(a)(3) of this Code shall be appealable to the Circuit Court of Cook County by writ of certiorari to correct errors of law.~~

~~Sec. 2-615. Meetings.~~

~~The architectural control commission shall fix the time and place of its regular meetings.~~

~~Sec. 2-616. Reserved.~~

~~Editor's note(s)—Ord. No. 2021-24, § 2, adopted Aug. 10, 2021, repealed § 2-496, which pertained to secretary.~~

Secs. 2-617—2-629. Reserved.

NOTE: All references made to the architectural control commission hearing and deciding on appeals from any review and order, requirements, decision or determination made by the building official pursuant to sections 6-14, 6-52 or 6-63 of this Code, and from any review, order, requirement, decision or determination made by the village engineer pursuant to section 22-1(b) of this Code will now be considered by the Zoning Board of Appeals. References made to granting of permit extensions will be handled administratively by the Development & Planning Services Department. Reference made to the review of single-family homes for monotony will be reviewed administratively by the Development & Planning Services Department

EXHIBIT D

Sec. 6-6. Expiration of permits.

(a) A permit authorizing demolition will expire if the work covered by the permit is not completed, as defined in section 6-201 of this Code, within 30 days after the issuance of the permit, unless an extension is granted by the director of planning and development services; provided, however, that the total duration of such extension may not exceed 60 days ~~unless such extension is granted by the architectural control commission~~. If no such extension is granted and the work is not completed, applicant will be required to apply for a new permit under the provisions of this chapter. No permit fees will be refunded because of the expiration of any demolition permit pursuant to the provisions of this section.

(b) A permit, other than a demolition permit as set forth in subsection (a) of this section shall expire if the work covered by the permit is not commenced within six months after issuance of the permit or if the work is not completed within 18 months after issuance of the permit, unless an extension is granted by the code official because of delays resulting from strikes, fire, windstorm or other circumstances beyond the applicant's control; provided, however, that the total duration of all extensions granted shall not exceed 18 months ~~unless such extension is granted by the architectural control commission~~. If no such extension is granted and the work is not completed, applicant shall be required to apply for a new permit under the provisions of this chapter. No permit fees shall be refunded because of the expiration of any permit pursuant to the provisions of this section.

EXHIBIT E

Sec. 6-8. Monotony housing.

(a) All plans for~~:~~

~~(1) New~~ new single-family residences or dwelling units in any subdivision as defined in the Northbrook Subdivision Ordinance~~; or~~

~~(2) Major renovation of single-family residences~~ shall first be submitted to the ~~architectural control commission~~Development & Planning Services Department for administrative approval before a building permit shall be issued.

No residence or dwelling unit shall be erected ~~or undergo major renovation~~ in the village, which would be of the same or similar design as any residence or dwelling unit located across with intersecting lot lines or on the same side of the street on the first, second or third lots on either side of the lot on which said residence or dwelling unit is to be erected ~~or undergo major renovation~~, such requirement being without regard to intervening street lines. No new SFR residence or dwelling unit shall be erected ~~or undergo major renovation~~ which would be of the same design or similar design as the residence or dwelling unit directly across the street.

(b) For the purpose of this section:

~~(1) *Major renovation* shall refer to renovations so designated by the building official in accordance with chapter 6, article III of this Code; and~~

(2) *Directly across the street* shall mean a lot 25 percent or more of the front or corner side lot line of which is located directly opposite and on the other side of the street from 25 percent or more of the front or corner side lot line of another lot.

EXHIBIT F

Sec. 6-14. Right to appeal.

Any person aggrieved by any order, requirement, decision or determination made by the code official under the provisions of this chapter shall have the right to appeal the same to the ~~architectural control commission~~Zoning Board of Appeals pursuant to the procedures established in division ~~17~~ 15 of article VI of chapter 2 of this Code, provided that all appeal fees, as established in the annual fee ordinance, are paid.

EXHIBIT G

Sec. 6-52. Additions, deletions and modifications of the International Building Code.

The following sections and subsections of the 2018 International Building Code are hereby added, amended, revised, and changed as follows:

(1) *Subsection 101.1 Title.* Amend to read as follows:

Insert **"the Village of Northbrook, Cook County, Illinois"** for "[name of jurisdiction]".

(2) *Subsection 102.4.3 Illinois State Plumbing Code.* Add a new subsection 102.4.3 to read as follows:

102.4.3 Illinois State Plumbing Code. Whenever a reference is made to the International Plumbing Code or Chapter 29 of this Code, such reference shall be deemed to refer to the applicable section of the Illinois State Plumbing Code, as adopted by the Village of Northbrook.

(3) *Section 103. Department of Building Safety.* Change only the title of this section to delete reference to the Department of Building Safety and read as follows:

103 Department of Development and Planning Services.

(4) *Subsection 103.1 Creation of enforcement agency.* Delete the sentence in its entirety and replace it with the following:

103.1 Creation of enforcement agency. The building official shall be a member of the Department of Development and Planning Services, as established by the Northbrook Municipal Code.

(5) *Subsection 104.10.1 Flood hazard areas.* Delete this subsection in its entirety.

(6) *Subsection 105.2 Work exempt from permit.* Change only the title of this section from "Work exempt from permit" to read as follows:

105.2. Work exempt from building permit.

(7) *Subsection 105.5 Expiration.* Delete this subsection in its entirety and replace it with the following:

105.5 Expiration and Time Extensions. Permits shall expire in accordance with the limits established in Sec. 6-6 of the Northbrook Municipal Code. Extensions may be granted for expired permits in accordance with the standards and procedures established in Sec. 6-6 of the Northbrook Municipal Code.

(8) *105.6 Suspension or Revocation.* Amend this subsection by changing the title and adding an additional sentence at the end, so the subsection reads as follows:

105.6 Suspension, revocation or surrender. The building official is authorized to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this Code. A permit may also be voluntarily surrendered in accordance with the standards and procedures of Sec. 6-7 of the Northbrook Municipal Code.

(9) *Subsection 107.6 Minimum information provided on first page of drawings.* Add a new subsection to read as follows:

107.6 Minimum information provided on first page of drawings. Construction drawings shall include information to clearly covey the occupancies and uses of the structure, construction types and other the basic construction elements used in the design. All construction documents shall, at a minimum, include the following information on the first page:

a. Use and Occupancy group(s) classification (indicate single use; or single use with incidental use/accessory use; or mixed use separated/non-separated);

b. Type(s) of construction;

c. Occupant load based on International Building Code;

d. Occupant load based on State of Illinois Plumbing Code;

e. Design Live and Dead Loads; and

f. The name, address, signature and seal of the Design Professional responsible.

(10) *Subsection 107.7 Cover sheet.* Add a new subsection 107.7 to read as follows:

107.7 Standard cover sheet. The building official may require that construction documents be accompanied by a standardized Village cover sheet that lists basic information regarding the proposed construction, including but not limited to the information required in 107.6. Such cover sheet shall be signed and sealed by the Design Professional responsible.

(11) *Subsection 111.5 Additional requirements and standards for occupancy.* Add a new subsection to read as follows:

111.5 Additional requirements and standards for occupancy. In addition to the standards and procedures established in this Code, occupancies shall also be governed by the requirements of Sec. 6-12, Certificate of occupancy, of the Northbrook Municipal Code.

(12) *Subsection 113 Board of Appeals.* Delete the language of this entire section and subsections in their entirety and replace it with the following Section 113 and Subsection 113.1:

113 Appeals

113.1 General. Appeals of decisions involving the building official shall be heard by the Northbrook ~~Architectural Control Commission~~Zoning Board of Appeals in accordance with the procedures established in the Northbrook Municipal Code.

(13) *Section 114.4 Violation Penalties.* Add a sentence at the end of this subsection to read as follows:

114.4 Violation penalties. Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Code, shall be subject to penalties as prescribed by law. Fees and fines associated with such violations shall be assessed in accordance with the Village of Northbrook Fee Schedule.

(14) *Subsection 116.6 Additional Village Actions.* Add a new subsection to read as follows:

116.6 Additional Village Actions. In addition to the remedies specified in this Code, the building official may utilize all other enforcement measures available by law, including the provisions of Sec. 6-13, Unsafe and Uncompleted Buildings and Structures, of the Northbrook Municipal Code.

(15) *Chapter 9 Fire Protection Systems.* Delete this chapter in its entirety and replace it with the following:

Chapter 9 Fire Protection Systems. Refer to the International Fire Code, as adopted by the Village of Northbrook.

(16) *CHAPTER 29 PLUMBING SYSTEMS.* Delete this chapter in its entirety.

(17) *Subsection 3001.6 Permits and Work.* Add a new subsection to read as follows:

3001.6 Permits and Work. Equipment or devices subject to the provisions of this Code shall not be constructed, installed, relocated or altered unless a permit has been received from the AHJ (Authority Having Jurisdiction) before the work is commenced. A copy of such permit shall be kept at the construction site at all times while the work is in progress.

(18) *Subsection 3001.7 Installation and operation.* Add a new subsection to read as follows:

3001.7 Installation and operation. Add a new subsection to read as follows: The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated or altered shall be unlawful by persons other than the installer until such equipment has been inspected and tested as herein required and a final certificate of compliance has been issued by the AHJ.

(19) *Subsection 3001.8 Posting certificates of compliance.* Add a new subsection to read as follows:

3001.8 Posting certificates of compliance. The owner or lessee shall post the current certificate of compliance in a conspicuous place inside the elevator.

(20) *3002.4 Elevator car to accommodate ambulance stretcher.* Delete the language in this subsection in its entirety and replace it with the following:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings that are: (1) three or more stories above grade plane; (2) three or more stories below grade plane; or (3) are use groups I, R-1 or R-2, at least one elevator shall be provided for fire department emergency access to all floors. The power supply for these elevators shall be normally provided by the premises' electrical supply. In the event of a power supply failure, an emergency electrical system shall automatically provide power for a duration of not less than 24 hours, installed per section 604. Elevators designated as emergency access shall accommodate an 88" long and 26" wide stretcher within the elevator cab, accounting for handrails and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoist way door frame.

(21) *Subsection 3005.1 Access.* Delete this subsection in its entirety and replace it to read as follows:

3005.1 Access. An approved means of access shall be provided to elevator machine rooms and overhead machinery equipment spaces. This means is not to be used as a passageway through the machine room to other areas of the building or roof.

(22) *3009.3 Maintenance items.* Deleting this subsection in its entirety and replacing it with the following:

3009.3 Maintenance items. All operating and electrical parts and accessory equipment or devices subject to this article shall be maintained in a safe operating condition. The maintenance of elevators, dumbwaiters and escalators shall conform to ASME A17.1.

(23) *Section 3010.* Add a new subsection to read as follows:

3010 Tests and inspections.

3010.1 General. All equipment and devices covered by the provisions of this Code shall be subjected to acceptance and maintenance tests and periodic inspections as required herein.

3010.2 Acceptance tests. Acceptance tests and inspections shall be required on all new, relocated and altered equipment subject to the provisions of this chapter. Tests and inspections shall be of such a nature as to determine whether the entire installation is designed, constructed and installed in compliance with this Code, and shall include all parts of the equipment and machinery. In addition, full load tests to be done on all equipment. All such tests shall be made in compliance with the requirements of Section 8.10 and in the presence of the AHJ, or by an approved agency for the AHJ and by the person installing such equipment.

3010.3 Periodic tests and periodic inspections. Periodic tests shall be required on all new and existing power elevators, and periodic inspections shall be made of all new and existing equipment subject to the provisions of this chapter.

3010.3.1 Periodic tests. Periodic tests shall be made by the AHJ, or by an approved agency, and shall be made at the expense and responsibility of the owner. Where such tests are not made by the AHJ, the approved agency shall submit a detailed report of the tests to the AHJ on approved forms not more than thirty (30) days after the completion of the tests.

3010.3.2 Periodic inspections. Periodic inspections shall be made by the AHJ or by an approved agency. Where such inspections are not made by the AHJ, the approved agency shall submit a detailed report of the inspection to the AHJ on approved forms not more than thirty (30) days after completion of the inspection.

3010.3.3 Frequency of tests and inspections. Add new sub: "Tests and inspections shall be conducted at intervals of not more than those set forth in ASME A17.1 listed in chapter 35 for elevators, escalators, dumbwaiters and moving walks."

(24) *Section 3011.* Add a new subsection to read as follows:

3011 Hoisting and elevating equipment.

3011.1 Miscellaneous hoisting and elevating equipment. All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the AHJ to ensure safe operation.

3011.2 Conveyors. Conveyors and related equipment shall be inspected and tested in accordance with ASME B20.1 listed in chapter 35.

(Ord. No. 2022-18, § 2, 4-12-2022)

EXHIBIT H

Sec. 6-63. Deletions, additions, and modifications to the International Residential Code.

The following sections and subsections of the 2018 International Residential Code are hereby added, amended, revised, and changed as follows:

(1) *R101.1 Title.* Amend to read as follows:

Insert **"the Village of Northbrook, Cook County, Illinois"** for "[name of jurisdiction]".

(2) *R101.2 Scope.* Delete Exceptions 2, 3, 4 and 5 from the list.

(3) *R102.4.3 State Plumbing Code.* Add a new subsection to read as follows:

R102.4.3 Illinois State Plumbing Code. Whenever a reference is made to the International Plumbing Code or Chapters 25 through 33 of this Code, such reference shall be deemed to refer to the applicable section of the Illinois State Plumbing Code, as adopted by the Village of Northbrook.

(4) *R102.4.4 Electrical Code.* Add a new subsection to read as follows:

R102.4.4 Electrical Code. Whenever a reference is made to Chapters 34 through 43 of this Code, such reference shall be deemed to refer to the applicable section of the National Electrical Code, as adopted by the Village of Northbrook.

(5) *R103 Department of Building Safety.* Change only the title of this section to delete reference to the Department of Building Safety and read as follows:

R103 Department of Development and Planning Services.

(6) *R103.1 Creation of enforcement agency.* Delete the sentence in its entirety and replace it with the following:

R103.1 Creation of enforcement agency. The building official shall be a member of the Department of Development and Planning Services, as established by the Northbrook Municipal Code.

(7) *Subsection R104.10.1 Flood hazard areas.* Delete this subsection in its entirety.

(8) *R105.2 Work exempt from permit.* Change only the title of this section from "Work exempt from permit" to read as follows:

R105.2 Work exempt from building permit.

(9) *Subsection R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas.* Delete this subsection in its entirety.

(10) *R105.5 Expiration.* Delete this subsection in its entirety and replace it with the following:

R105.5 Expiration and Time Extensions. Permits shall expire in accordance with the limits established in Sec. 6-6 of the Northbrook Municipal Code. Extensions may be granted for expired permits in accordance with the standards and procedures established in Sec. 6-6 of the Northbrook Municipal Code.

(11) *R105.6 Suspension or Revocation.* Amend this subsection by changing the title and adding an additional sentence at the end, so the subsection reads as follows:

R105.6 Suspension, revocation or surrender. The building official is authorized to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this Code. A permit may also be voluntarily surrendered in accordance with the standards and procedures of Sec. 6-7 of the Northbrook Municipal Code.

(12) *R106.1 Submittal documents.* Delete the second sentence of this subsection so that the new subsection reads as follows:

R106.1 Submittal documents. Submittal documents consisting of construction documents, and other data shall be submitted in two or more sets with each application for a permit. Construction documents for all new one-family and two-family residences, additions and alterations shall be prepared by a design professional licensed with the State of Illinois. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

(13) *Subsection 106.1.5 Cover sheet.* Add a new subsection to read as follows:

R106.1.5 Village Cover sheet. The building official may require that construction drawings include a Village of Northbrook Cover Sheet that includes standardized construction information. The building official shall prepare and update such cover sheets from time to time and make them available for use by design professionals.

(14) *R109.1.3 Floodplain inspections.* Delete this subsection in its entirety and replace it with the following:

R109.1.3 Floodplain inspections. For construction in flood hazard areas as established by Table R301.2(1) set forth in Sec. 6-63(21) of this Code, upon placement of the lowest floor, including basement, and prior to further vertical construction, the building official shall require submission of all documentation required in Section R322, and all applicable requirements of the Northbrook Zoning Code.

(15) *R109.1.5.1 Fire-resistance-rated construction inspection.* Add a new sentence at the end of this subsection so it reads as follows:

R109.1.5.1 Fire-resistance-rated construction inspection. Where fire-resistance-rated construction is required between dwelling units or due to location on property, the building official shall require an inspection of such construction after all lathing and/or wallboard is in place, but before any plaster is applied, or before wallboard joints and fasteners are taped and finished. In the event the fire-rated assembly is constructed in phases, the construction must allow the inspection that takes place to identify the layer of construction and its attachment.

(16) *R109.2 Inspection agencies.* Add a new second sentence to make the subsection read as follows:

R109.2 Inspection agencies. The building official is authorized to accept reports of approved agencies, provided such agencies satisfy the requirements as to qualifications and reliability. Prefabricated construction will be permitted for structural framing only. A certificate of approval by an approved agency shall be furnished with all engineered systems.

(17) *R109.3.1 Condition of property and available equipment.* Add a new subsection to read as follows:

R109.3.1 Condition of property and available equipment. It shall be the duty of the permit holder to ensure the property and structure being inspected is maintained in a safe and orderly condition during the course of the requested inspection. Furthermore, it shall be responsibility of the permit holder to ensure that ladders, hand tools and other equipment is readily available for the use of those performing inspections.

(18) *R110.6 Additional requirements and standards for occupancy.* Add a new subsection to read as follows:

R110.6 Additional requirements and standards for occupancy. In addition to the standards and procedures established in this Code, occupancies shall also be governed by the requirements of Sec. 6-12, Certificate of occupancy, of the Northbrook Municipal Code.

(19) *Section R112 Board of Appeals.* Delete this Section in its entirety and replace it with a new Section R112 and Subsection R112.1 to read as follows:

R112 Appeals

R112.1 General. Appeals of decisions involving the building official and this Code shall be heard by the ~~Architectural Control Commission~~Zoning Board of Appeals in accordance with the procedures established in the Northbrook Municipal Code.

(20) *Section R113.4 Violation Penalties.* Add a sentence at the end of this subsection to read as follows:

R113.4 Violation penalties. Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Code, shall be subject to penalties as prescribed by law. Fees and fines associated with such violations shall be assessed in accordance with the Village of Northbrook Fee Schedule.

(21) *Table R301.2(1).* Insert the following information into Table R301.2(1):

Climatic and Geographic Design Criteria	
Ground Snow Load	30
Wind Speed (mph)	115 mph
Topographic Effects	No
Special Wind Region	Not Applicable
Windborne Debris Zone	Not Applicable
Seismic Design Category	A
Subject Damage From Weathering	Severe
Subject to Damage From Frost line depth	42 inches
Subject to Damage From Termite	Moderate to heavy
Winter Design Temperature	2 degrees
Ice Shield Underlayment	Yes
Flood Hazard	Yes. See Northbrook Zoning Code; Flood Hazard Overlay District
Air Freezing Index	2000
Mean Annual Temperature	50 degrees
Manual J Design Criteria	
Elevation	653
Latitude	42 degrees North
Winter Heating	4 degrees
Summer Cooling	89 degrees
Altitude Correction Factor	None
Indoor Design Temperature	70 degrees
Design Temperature Cooling	75 degrees
Heating Temperature Difference	66 degrees
Cooling Temperature Difference	14 degrees
Wind Velocity Heating	None
Wind Velocity Cooling	None
Coincident Wet Bulb	73 degrees
Daily Range	Medium
Winter Humidity	30%
Summer Humidity	50%

(22) *R301.2.4 Floodplain Construction.* Delete this subsection in its entirety.

(23) *Table R302.6 Dwelling/Garage separation.* Revise Table R302.6 to specify the material used for garages as specified below:

Table R302.6 Dwelling/Garage Separation

Separation	Material
From the residence and attics	Not less than ⅝-inch Type X gypsum board or equivalent
From all habitable rooms above the garage	Not less than ⅝-inch Type X gypsum board or equivalent
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than ⅝-inch Type X gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than ⅝-inch Type X gypsum board or equivalent

(24) *R306 Sanitation.* Delete all of the language in the entire subsection and replace with the following:

R306 Sanitation. Refer to the Illinois Plumbing Code, as adopted by the Village of Northbrook.

(25) *R310.2.3.3 Window well covers required.* Add a new subsection to read as follows:

R310.2.3.3 Window well coverings required.

1. Sides. Any window well of dwelling facing the side lot line shall be protected by a window well cover designed to support a 200-pound load or have a three-foot tall railing installed to prevent a falling hazard while still allowing the window to function as an escape.
2. Front and rear. Any window well located on the front of a dwelling, the side of a dwelling facing a street (corner side yard), or the rear of a dwelling that is located within thirty-six (36) inches of a finished walking surface shall be protected by a window well cover or a three-foot railing.
3. Waiver. The building official may waive the above requirements upon demonstration that the protection is unnecessary to prevent a hazardous condition.

(26) *R313.1.1 Automatic Fire Sprinkler Systems.* (Code Reference). Amend section to read as follows:

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with NFPA 13D.

(27) *R313.2 Automatic Fire Sprinkler Systems Required for Major Renovations.* Amend the exception in Section R313.2 to read as follows:

R313.2 One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system unless the amount of added habitable floor area (excluding basement area) exceeds 115 percent of the habitable floor area (excluding basement area) of the existing dwelling, in which case an automatic residential sprinkler system shall be required. Such permits shall be classified as Major Renovation Permits.

(28) *R322.1.4 Establishing the design flood elevation.* Delete the subsection in its entirety and replace it as follows:

R322.1.4 The design flood elevation is set forth in the Northbrook Zoning Code, as amended.

(29) *R322.1.5 Lowest floor.* Delete the subsection in its entirety and replace it as follows:

R322.1.5 The lowest floor is set forth in the Northbrook Zoning Code, as amended.

(30) *R322.1.9 Manufactured homes.* Delete the subsection in its entirety.

(31) *R322.1.10 As-built elevation documentation.* Delete the subsection in its entirety and replace it as follows:

R322.1.10 As-built elevation documentation shall be provided as set forth in the Northbrook Zoning Code, as amended.

(32) *R322.2 Flood hazard areas (including A Zones).* Delete the subsection in its entirety and replace it as follows:

R322.2 Flood hazard areas are determined as set forth in the Northbrook Zoning Code, as amended.

(33) *R322.3 Coastal high-hazard areas (including V Zones).* Delete the subsection in its entirety and replace it as follows:

R322.3 Coastal high-hazard areas are determined as forth in the Northbrook Zoning Code, as amended.

(34) *R328 Private residence elevators.* Add a new Section R328 and associated Subsections R328.1 and R328.2 to read as follows:

R328 Private residence elevators.

R328.1 Machine/Control room: Private residences with elevators shall have a separate elevator machine or control room with the following minimum specifications:

1) The room shall have walls having a minimum one-hour fire rating.
2) The room shall have clear headroom of at least 84 inches.
3) The door shall be a minimum 36" wide by 80" tall and capable of being locked.
4) The main line disc switch shall be located on the lock side of the door and shall be fused and heavy duty.
5) The car light disconnect switch shall be located on the lock side of the door and shall be fused and heavy duty.
6) The light switch for the room shall be located on the lock side of the door.
7) The room shall be illuminated to a minimum level of 5 foot-candles.
8) The room shall have a 110V GFI Duplex outlet located below the light switch.
9) The room shall be equipped with a minimum 5lb ABC Fire Extinguisher, located on the lock side of the door.

R328.2 Emergency light and alarm in car. Emergency lighting and an alarm with battery backup shall be installed in elevator cars per ASME A17.1 Section 2.14.7.1.3.

(35) *R506.1 General.* Add a sentence at the end of the subsection to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be designed and constructed in accordance with the provisions of this section or ACI 332. Floors shall be a minimum 3.5 inches (89 mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2. Install a 6" × 6" - 10/10 w.w.f. (welded wire fabric) mesh in all basements and attached garages.

(36) *R506.2.2 Base.* Delete the exception in this subsection.

(37) *M1601.1.1 Above Ground Duct Systems.* Delete system options "5" and "7" in this subsection, resulting in this subsection reading as follows:

M1601.1.1 Above-ground duct systems. Above-ground duct systems shall conform to the following:

1) Equipment connected to duct systems shall be designed to limit discharge air temperature to a maximum of 250°F (121°C).

2) Factory-made air ducts shall be constructed of Class 0 or Class 1 materials as designated in Table M1601.1.1(1).

3) Fibrous duct construction shall conform to the SMACNA Fibrous Glass Duct Construction Standards or NAIMA Fibrous Glass Duct Construction Standards.

4) Minimum thickness of metal duct material shall be as listed in Table M1601.1.1(2). Galvanized steel shall conform to ASTM A 653. Metallic ducts shall be fabricated in accordance with SMACNA Duct Construction Standards Metal and Flexible.

5) Duct systems shall be constructed of materials having a flame spread index not greater than 200.

6) Volume dampers, equipment and other means of supply, return and exhaust air adjustment used in system balancing shall be provided with access.

(38) *M1801.6 Direct-vent appliances.* Add a new second sentence to this subsection so it reads as follows:

M1801.6 Direct-vent appliances. Direct-vent appliances shall be installed in accordance with the manufacturer's installation instructions. When the termination of a vent system is required by this Code or the manufacturer's specifications to be above the average anticipated snow level shall be 24 inches.

(39) Reserved.

(40) *P2904: Dwelling Unit Sprinkler Systems.* Delete this section in its entirety.

(41) *Chapters 25 through 43.* Delete these chapters in their entirety.

(42) *Chapter 44 Referenced Standards.*

1) Delete International Plumbing Code (IPC).

2) Add the Illinois State Plumbing Code, as adopted by the Village of Northbrook.

(43) *Appendix A: Sizing and Capacities of Gas Piping.* Adopt this appendix in its entirety.

(44) *Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents.* Adopt this appendix in its entirety.

(45) *Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.* Adopt this appendix in its entirety.

(46) *Appendix D: Recommended Procedure for Safety Inspection of an Existing Appliance Installation.* Adopt this appendix in its entirety.

(47) *Appendix E: Manufactured Housing Used as Dwellings.* This appendix is NOT adopted.

(48) *Appendix F: Radon Control Methods.* Adopt this appendix in its entirety. (Commentary: 420 ILCS 52, "The Illinois Radon Resistant Construction Act", requires that all new residential construction in this State shall include passive radon resistant construction.)

(49) *Appendix G: Piping Standards for Various Applications.* This appendix is NOT adopted.

(50) *Appendix H: Patio Covers.* Adopt this appendix in its entirety.

(51) *Appendix I: Private Sewage Disposal.* This appendix is NOT adopted.

(52) *Appendix J: Existing Buildings and Structures.* Adopt this appendix with the following modifications:

1) Delete Subsection AJ301.1.2 Plumbing materials and supplies in its entirety.

2) Delete Subsection AJ301.2 Water closets in its entirety.

3) Delete Subsection AJ301.3 Electrical in its entirety.

4) Delete Subsection AJ501.5 Electrical equipment and wiring in its entirety.

(53) *Appendix K: Sound Transmission.* Adopt this appendix in its entirety.

(54) *Appendix L: Permit Fees.* This appendix is NOT adopted.

(55) *Appendix M: Home Day Care—R-3 Occupancy.* This appendix is NOT adopted.

(56) *Appendix N: Venting Methods.* This appendix is NOT adopted.

(57) *Appendix O: Automatic Vehicular Gates.* Adopt this appendix in its entirety.

(58) *Appendix P: Sizing of Water Pipe Systems.* This appendix is NOT adopted.

(59) *Appendix Q: Tiny Houses.* This appendix is NOT adopted.

(60) *Appendix R: Light Straw-Clay Construction.* This appendix is NOT adopted.

(61) *Appendix S: Strawbale Construction.* This appendix is NOT adopted.

(62) *Appendix T: Solar Ready Provisions—Detached One- and Two-Family Dwellings and Townhouses.* Adopt this appendix in its entirety.

EXHIBIT I

Sec. 22-1. Technical standards adopted; appeals.

(a) The village standards and specifications for public and private improvements ~~October 1990~~September 2023, as amended from time to time, is hereby adopted by reference. In the event of conflict with the Subdivision Code or the Zoning Code, however, the Subdivision or Zoning Code shall control.

(b) Any person aggrieved by any order, requirement, decision or determination made by the village engineer under the provisions of this chapter shall have the right to appeal the same to the ~~architectural control commission~~Zoning Board of Appeals pursuant to the procedures established in section 2-~~614~~ 577 of this Code.

EXHIBIT J

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 5:Schedule of Fees,Charges & Rates	**Section 5 - Schedule of Fees, Charges and Rates**		
Section 1-12(c) & 2-177:Payment of Fees	Payment of Fees - Insufficient Funds	$50.00	
Section 1-12(d):Payment of Fees	Payment of Fees - Delinquent Payments	$50.00	
Section 1-13(a):General Penalty	General Penalty	Not less than $25.00 and not more than $750.00	
Section 1-13(b):General Penalty	General Penalty - Maximum Fine	$750.00	
Section 1-13(d):General Penalty	General Penalty - Maximum Fine When Summons Served By Certified Mail	$200.00	
Chapter 2 : Administration	**Chapter 2 - Administration**		
Section 2-4(b):Access to Records	**Village Codes:**	**Price per unit**	
Section 2-4(b):Access to Records	Building Codes	$0.10 per page	
Section 2-4(b):Access to Records	Village Code Amendments	$0.10 per page	
Section 2-4(b):Access to Records	Village Codes: Municipal Copies	$0.10 per page	
Section 2-4(b):Access to Records	Zoning Code	$0.10 per page	
Section 2-4(b):Access to Records	Land Use/Comprehensive Plan	$0.10 per page	
Section 2-4(b):Access to Records	**Maps:**		
Section 2-4(b):Access to Records	Zoning - small (24 " x 36")	$12.00	
Section 2-4(b):Access to Records	Zoning - large (42 x 60)	$20.00	
Section 2-4(b):Access to Records	Base -large (36 x 48)	$15.00	
Section 2-4(b):Access to Records	Street (11 x 17)	$2.00	
Section 2-4(b):Access to Records	**Miscellaneous:**		
Section 2-4(b):Access to Records	Village Budget	$0.10 per page	
Section 2-4(b):Access to Records	Standards & Specifications for Public and Private Improvements	$0.10 per page	
Section 2-4(b):Access to Records	Subdivision & Development Code 1991	$0.10 per page	
Section 2-4(b):Access to Records	Municipal Code Supplement	$0.10 per page	
Section 2-4(b):Access to Records	Xerox Copy of Architectural Plans (each sheet)	$3.00	
Section 2-4(b):Access to Records	Xerox Copies b/w (per page 8 1/2 x 11 and 8 1/2 x 14) First 50 pages	Free	
Section 2-4(b):Access to Records	Additional Pages	$.10 per side	
Section 2-4(b):Access to Records	Xerox Copies b/w (oversize page)	$0.50	
Section 2-4(b):Access to Records	Xerox copies - color (8 1/2 x 11)	$0.50	
Section 2-4(b):Access to Records	Xerox copies - color (oversize page)	$1.50	
Section 2-4(b):Access to Records	Microfilm copies (per page - 8 1/2 x 11)	$0.75	
Section 2-4(b):Access to Records	Microfilm copies (per oversized page)	$1.25	
Section 2-4(b):Access to Records	Certified document (per certification cost)	$1.00	
Section 2-4(b):Access to Records	All publications not specified herein	$0.10 per page	
Section 2-4(b):Access to Records	other media - diskettes	$0.25	
Section 2-4(b):Access to Records	DVD	$1.00	
Section 2-4(b):Access to Records	USB Flash Drive	$3.00	
Section 2-4(b):Access to Records	Electronic Records: PDF Format - For not more than 80 MB of data	$20.00	
Section 2-4(b):Access to Records	Electronic Records: PDF Format - For 80 MB to 160 MB of data	$40.00	
Section 2-4(b):Access to Records	Electronic Records: PDF Format - For more than 160 MB of data	$100.00	
Section 2-4(b):Access to Records	Additional Costs will be accessed for any item listed in section 2-4(b) that is required to be mailed.	Postage & Packaging Cost	
Section 2-4(b):Access to Records	**3rd Party Charges:** Charges for services or work by, or products or materials from third party, in responding to information/service requests, will be billed to and paid by the requester/petitioner at cost.		
Section 2-118 (19): For special services rendered by the Village in amounts that do notthe maximum amounts specified in the annual fee ordinance.	Labor, time and material charges per the department schedules, attached hereto as Exhibits A-D and made a part hereof.	**See Exhibits A,B,C,D**	
Section 2-118 (22):	50/50 Parkway Tree Program	$175.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 2-(176):Handling of Revenues	**Form of payment shall include cash, check, credit and debit card, and wire transfer/electronic funds transfers (EFT).** The Village Manager may enter into agreements to accept credit cards and debit cards on terms that are not less advantageous than are commonly available to organizations accepting this form of payment.	No Fee/ Information Only	
Section 2-177 and 1-12:	The fee for a returned check	$50.00	
Section 2-192(a) 1:Cemetery Costs	Fee to Purchase Cemetery Plot	$2,500.00	
Section 2-192(d):	Fee to Purchase Memorial Garden Plot at St. Peter Cemetery	$550.00	
Section 2-192(d):	Transaction Fee	$100.00	
Section 2-192(d):	Burial - Full Casket	Village's Current Contractual Costs as Approved by Resolution	
Section 2-192(d):	Burial - Cremation	Village's Current Contractual Costs as Approved by Resolution	
Section 2-192(d):	Head Stone Foundation - (No Apron per cubic foot)	Village's Current Contractual Costs as Approved by Resolution	
Section 2-192(d):	Head Stone Foundation - (With 3" Apron, per cubic foot)	Village's Current Contractual Costs as Approved by Resolution	
Section 2-192(d):	Head Stone Foundation Removal (Per Cubic Foot)	Village's Current Contractual Costs as Approved by Resolution	
Section 2-192(d):	Setting of Bronze Plaque - (St. Peter Cemetery Only)	Village's Current Contractual Costs as Approved by Resolution	
Division 24: Section	**Administrative Hearing System**		
Section 2-767: Administrative costsand interest charges	Rate set for Interest upon Judgments pursuant to the Illinois Code of Civil Procedure (735 ILCS 5/2-1303)	$50.00	
Chapter 3: Public Safety			
Section 3-43 (a):Police Alarms Service Charges	**Police Alarms Service Charge for alarm occurrences in a single year:**		
Section 3-43 (a):Police Alarms Service Charges	Zero - two (per each alarm occurrence)	$0.00	
Section 3-43 (a):Police Alarms Service Charges	Three - five (per each alarm occurrence)	$120.00	
Section 3-43 (a):Police Alarms Service Charges	Six - nine (per each alarm occurrence)	$240.00	
Section 3-43 (a):Police Alarms Service Charges	Ten -eleven (per each alarm occurrence)	$480.00	
Section 3-43 (a):Police Alarms Service Charges	Twelve or more (per each alarm occurrence)	$1,000.00	
Section 3-58(a):Initial Fee	Police Alarm User permit fee	$25.00	
Section 3-58 (b):	Police Alarm user permit annual renewal fee	$20.00	
3-61:Connection to Police AlarmCommunication Center	Connection to police alarm communication center		
Section 3-61:Monthly Service Fee	Police Alarm Board Connection fee (No New Connections)	$250.00	
Section 3-83(a): Fire, Medical and Elevator Alarms.	Service Charge for Non-bona fide Fire, Medical, and/ or Elevator Emergency Alarm Occurrences in Single Year:		
Section 3-83(a):	Zero - two (per each alarm occurrence)	$0.00	
Section 3-83(a):	Three - five (per each alarm occurrence)	$120.00	
Section 3-83(a):	Six - nine (per each alarm occurrence)	$240.00	
Section 3-83(a):	Ten -eleven (per each alarm occurrence)	$480.00	
Section 3-83(a):	Twelve or more (per each alarm occurrence)	$1,000.00	
Section 3-84:Connection to fire alarmCommunication Center	Fire Alarm Connection	$250.00	
Section 3-84:Fire AlarmAnnual Fee Service	**Monthly Fee Service:** (Such fees shall be waived for municipal facilities of the Village, the Northbrook Public Library and the Northbrook Park District)	$32.75 monthly ($393.00 annually)	
Section 3-137(a)	Ambulance Transport Mileage Fee	$15.00	
Section 3-137(b)(1)	Resident Ambulance Transport Fee	As set forth in Fire Department Annual Cost Report	
Section 3-137(b)(2)	Non-Resident Ambulance Transport Fee	As set forth in Fire Department Annual Cost Report	
Chapter 4: Alcoholic Liquor	**Chapter 4 - Alcoholic Liquor**		

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 4-4(b) (12):Fine for Violations	Base Fine Amount (Each day a violation continues constitute a separate offense)	$1,000.00	
	Maximum Fine Amount: (Maximum imposed against any license during the term of the license)	$10,000.00	
Section 4-53:SupplementalApplications	**Supplemental Liquor License Application Fee**	$25.00	
Section 4-54:Maximum Number of Licenses	**time for issuance**		
Section 4-54:	**Class**	**Number of Licenses**	
Section 4-54:	which shall authorize and allow 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	35	
Section 4-54:	**Class B** which shall authorize and allow 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.	13	
Section 4-54:	**Class B-1** which shall authorize and allow the prime liquor function of retail sale of alcoholic beverages in original package form only for consumption off the premises specified. Class B-1 licenses authorize sale of beer and wine only.	3	
Section 4-54:	**Class C** which shall authorize and allow the retail sale of alcoholic beverages on the premises specified of any club for consumption only upon such premises.	1	
Section 4-54:	**Class D** which shall temporarily recognize such existing alcoholic beverage licensing and privileges thereunder as are valid at the time of property annexation by the village.	No Limit	
Section 4-54:	**Class E** which shall authorize and allow the prime function of retail sales on the premises specified of alcoholic beverages limited to beer and wine 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 beer and wine and a printed menu is on display and in effect, plus any secondary liquor function or combination thereof as set forth in section 4-55	5	
Section 4-54:	which shall be issued only to the holder of a valid class "B" or "B-1" license and which shall authorize (a) the conducting of tasting classes or seminars, at a nominal charge to cover the cost of the products tasted, on the licensed premises with service of small and limited amounts of products for tasting purposes only, or (b) the giving away, without charge, on the licensed premises of alcoholic beverages in small and limited amounts for tasting purposes only, immediately prior and incident to, the sale of alcoholic beverages in the original package for consumption off the premises. Such classes, seminars and giving away shall be subject to any conditions and restrictions	5	
Section 4-54:	**Class G** which shall authorize and allow the service of alcoholic liquor in conjunction with, and as an incidental part of, the catering of food for parties and special events at premises not otherwise licensed as a "class A" premises and for consumption only on the premises where the food is served. The sale of alcoholic liquor shall be incidental to the service of food. **Class G licenses authorize an unlimited number of parties and special events within the license period.**	1	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 4-54:	**Class G-1** which shall authorize and allow the service of alcoholic liquor in conjunction with, and as an incidental part of, the catering of food for parties and special events at premises not otherwise licensed as a "class A" premises and for consumption only on the premises where the food is served. The sale of alcoholic liquor shall be incidental to the service of food. **Class G-1 licenses authorize a party or event held on a single**	2	
Section 4-54:	**Class H** which shall be issued only to the holder of a valid class "B" or "B-1" license (a) which generates more than eighty (80) percent of its gross annual revenue from the sale of wine, and which shall authorize the sale and service of wine by the glass. Such license shall be subject to: a)The condition that the number of customers currently drinking wine within the licensed premises may not exceed, at any time, the number of then-available chairs within the licensed premises on which the customers may be seated and the number of chairs within the licensed premises may not exceed the number specified in the license, which number may not exceed sixteen (16); and b)Any other conditions and restrictions imposed by the local liquor control commissioner and board of trustees pursuant to section 4-61 of the Municipal Code.	0	
Section 4-54:	**Class I** which shall authorize and allow the service of beer and wine only brought by a customer into a restaurant for consumption only upon those premises, subject to: a)The service of beer and wine must be incidental and complementary to the service of a meal. b)The license does not authorize the sale of any alcoholic liquor by the licensee. c)The licensee may charge a corkage fee. d)The licensee shall not permit any customer to leave the premises with any open beer container or any open wine container other than a single bottle of wine secured in compliance with the requirements of Section 6-33 of the State Liquor Control Act [235 ILCS 5/6-33].	0	
Section 4-54:	**Class J** which shall authorize and allow the retail sale of alcoholic beverages only for consumption on the premises of a hotel.	2	
Section 4-54:	**Class K** which shall authorize and allow the retail sale of alcoholic beverages for consumption only on the premises where sold in conjunction with the operation of a golf course (public, semi-public, or private).	2	
Section 4-54:	**Class L** which shall authorize and allow the retail sale of alcoholic beverages only for consumption on the premises of, and in conjunction with, the operation of a movie theater, subject to the conditions as stated in the Municipal Code Section 4-48.	1	
Section 4-54:	**Class M** which shall authorize and allow the retail sale on the premises specified of alcoholic beverages for consumption only upon the premises where sold, which premises shall be 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, in Northbrook Court Shopping Center as stated in Municipal	No Limit	
Section 4-54:	**Class N** which shall authorize the retail sale specified alcoholic beverages for a specific event on the premises specified and for which the license is issued.	No Limit	
Section 4-54:	**Class O** which shall authorize and allow the retail serving of alcoholic beverages in the form of beer and wine, for consumption only on the licensed premised, and only as an incidental part of a business with a primary function either as (i) a full service personal care services establishment, or (ii) a retail establishment for the sale of non-	No Limit	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 4-54:	**Class P-1** which shall authorize and allow a tasting room on the site of a distillery with on-site production and storage on the premises of not more than 100,000 gallons per year, and the sale of such alcohol in package form for consumption off the premises.	0	
Section 4-54:	**Class P-2** which shall authorize and allow a tasting room on the site of a craft brewery or brew pub with on-site production and storage on the premises of not more than 155,000 gallons of beer per year, and the sale of such alcohol in package form for consumption off the premises.	0	
Section 4-54:	which shall authorize and allow the retail sale of alcoholic beverages for consumption only upon the premises for which the license is issued for a specific event of a unique nature on the premises specified and a premises for which no other license is in effect. Shall be issued only to for-profit entitles and organizations.	0	
Section 4-54:	**Class Q-1** which shall authorize and allow the retail sale of alcoholic beverages for consumption only upon the premises for which the license is issued for a specific event of a unique nature on the premises specified and a premises for which no other license is in effect. Shall be issued only to a local, not-for-profit civic or community organization or unit of local government (including villages, school districts, park districts, library	No Limit	
Section 4-55(a):Alcoholic BeverageInitial Application Fee	**Alcoholic Beverages Initial Application Fee**	**Application Fee Cost**	
Section 4-55(a):	**Class A, B, B-1, D, J, L**	$2,200.00	
Section 4-55(a):	**Class C**	$1,325.00	
Section 4-55(a):	**Class E**	$1,100.00	
Section 4-55(a):	**Class F**	$100.00	
Section 4-55(a):	**Class G**	$1,000.00	
Section 4-55(a):	**Class G-1**	$250.00 per event	
Section 4-55(a):	**Class H**	$100.00	
Section 4-55(a):	**Class I**	$250.00	
Section 4-55(a):	**Class K**	$1,750.00	
Section 4-55(a):	**Class M** For licensees holding a current and valid Class A or Class E license from the Village	$25.00	
Section 4-55(a):	**Class M** For licensees not holding a current and valid Class A or Class E license from the	$75.00	
Section 4-55(a):	**Class N**	$50.00 for one event	
Section 4-55(a):	**Class N**	$400.00 for a one-time application for up to 10 events	
Section 4-55(a):	**Class O**	$1,000.00	
Section 4-55(a):	**Class P-1**	$2,200.00	
Section 4-55(a):	**Class P-2**	$2,200.00	
Section 4-55(a):	**Class Q**	$500.00 per event; or $275.00 as secondary function for holder of	
Section 4-55(a):	**Class Q-1**	No Fee	
Section 4-55(b):Alcoholic BeverageAnnual Fee	**Alcoholic Beverages Annual Fee**		
Section 4-55(b):	**Class A, B, B-1, L**	$2,000.00	
Section 4-55(b):	**Class C**	$1,400.00	
Section 4-55(b):	**Class D**	As Applicable	
Section 4-55(b):	**Class E**	$1,130.00	
Section 4-55(b):	**Class F and G**	$1,000.00	
Section 4-55(b):	**G-1**	$250 per event	
Section 4-55(b):	**Class H**	$275.00	
Section 4-55(b):	**Class I**	$750.00	
Section 4-55(b):	**Class J**	$3,000.00	
Section 4-55(b):	**Class K**	$1,500.00	
Section 4-55(b):	**Class M**	No Additional Fee	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 4-55(b):	**Class N**	Not renewable	
Section 4-55(b):	**Class O**	$750.00	
Section 4-55(b):	**Class P-1**	$2,000.00	
Section 4-55(b):	**Class P-2**	$2,000.00	
Section 4-55(b):	**Class Q**	Not renewable	
Section 4-55(b):	**Class Q-1**	Not renewable	
Section 4-55(c):Secondary Function	Secondary Function - Additional Fee:	$275.00	
Section 4-55(f):Hearing Fee	Non-Refundable Hearing Fee	$50.00	
Section 4-55(g):Fingerprinting Fee	Police Department Fingerprinting Fee: (for each Person to be Fingerprinted in connection with Liquor License Permit Application) (Additional fees charged by the Illinois State Police will be required)	$25.00	
Section 4-80: EnforcementViolations and Penalties	Enforcement: Violations and Penalties	$25 - $750 per day	
Chapter 5: Animals	**Chapter 5 - Animals**		
Section 5-3 (b)	Procedures non-exclusive: fees and Penalties		
Section 5-6 (4)	Harboring, ownership, and ground feeding of dangerous, vicious, or wild animals prohibited.		
Section 5-8:Rabies Emergencies	Impounding Fee (properly licensed animal)	$20.00	
Section 5-13:Humane Care	Humane Care - (minimum/maximum fine for each offense)	$25.00 - $500.00	
Section 5-14:Cruelty to Animals- Fines	Cruelty to Animals - (minimum/maximum fine for each offense)	$35.00 - $500.00	
Section 5-15 (b):Nuisance Animals- Fines	**Nuisance Animals Violation Fines**		
Section 5-15 (b):Nuisance Animals- Fines	**First Offense** - minimum/maximum fine	$25.00- $100.00	
Section 5-15 (b):Nuisance Animals- Fines	**Second Offense** - minimum/maximum fine (within a consecutive 12 month period)	$30.00- $500.00	
Section 5-15 (b):Nuisance Animals- Fines	**Third Offense** - minimum/maximum fine (within a consecutive 12 month period)	$50.00 - $500.00	
Section 5-15 (b):Nuisance Animals- Fines	**Fourth Offense** - minimum/maximum fine (within a consecutive 12 month period)	$150.00 - $500.00	
Section 5-15 (b):Nuisance Animals- Fines	And/or order to remove such animal permanently from Village with 24 hrs. of such	for all offenses	
Section 5-17	Removal of Excrement	$25.00 - $500.00	
Section 5-36 (c):License Generally	Dog or Cat License Tag Fee - Unsterilized Animal	$20.00	
	Dog or Cat License Tag Fee - Neutered or Spayed Animal	$10.00	
Section 5-39 (c):Breeder/Hobbyist permit	Breeder Permit Fee: Professional	$110.00 min. plus $20.00/animal or $12.00/animal in excess of six (6)	
Section 5-39 (c):Breeder/Hobbyist permit	Hobbyist Permit Fee:	$50.00 min. plus $20.00/animal or $10.00/animal in excess of three (3)	
Section 5-41:Biting Animals, Dangerous Dogs andVicious Dogs	Fines (minimum/maximum fine for each offense)	$25.00 - $500.00	
Chapter 6: Building & Construction Regulations	**Chapter 6 - Building and Construction Regulations**		
Chapter 6: Building &Construction Regulations	**General Building Permit Application Fees**		
Section 6-9:General BuildingPlan Review Fees and Debts	**Single Family Permit Application Deposit**		
Section 6-9:General BuildingPlan Review Fees and Debts	Single-family residence - new building	$1,000.00	
Section 6-9:General BuildingPlan Review Fees and Debts	Single-family residence - addition	$250.00	
Section 6-9:General BuildingPlan Review Fees and Debts	Single-family residence – interior alteration (new or moved interior walls)	$100.00	
Section 6-9:General BuildingPlan Review Fees and Debts	Basement finishing	$100.00	
Section 6-9:General BuildingPlan Review Fees and Debts	Detached garage	$100.00	
Section 6-9:General Building Plan Review Fees	**Multi-Family & Commercial Permit Application Deposit for New Construction or Structural Addition/Alteration**		
Section 6-9:General Building Plan Review Fees	New Multi-Family, or Non-Residential Building - New Construction	$1,000.00	
Section 6-9:General Building Plan Review Fees	Multi-Family, or Non-Residential Building - Addition	$750.00	
Section 6-9:General Building Plan Review Fees	Multi-Family, or Non-Residential Building - Interior Alteration	$100.00	
Section 6-9:Fire Inspection Plan Review Fees	**Fire Inspection Plan Review Fees**		
Section 6-9:Fire Protection Permit	**Fire Protection Permit with Life Safety Building Review:** Fee includes basic life safety plan review and final inspection of the completed project. Additional plan reviews such as sprinkler and/or fire alarm reviews are in addition to this fee.	Minimum fee $70.00 or $10 per 1000 sq. ft. (whichever is greater)	
Section 6-9:Sprinkler System	**Sprinkler System**: Plan review fees include a hydrostatic inspection and one final inspection of the complete system. **1 to 20 Sprinklers**	$175.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9:Sprinkler System	**Sprinkler System**: Plan review fees include a hydrostatic inspection and one final inspection of the complete system. **21 to 100 Sprinklers**	$360.00	
Section 6-9:Sprinkler System	**Sprinkler System**: Plan review fees include a hydrostatic inspection and one final inspection of the complete system. **101 to 200 Sprinklers**	$430.00	
Section 6-9:Sprinkler System	**Sprinkler System**: Plan review fees include a hydrostatic inspection and one final inspection of the complete system. **201 to 300 Sprinklers**	$500.00	
Section 6-9:Sprinkler System	**Sprinkler System:** Plan review fees include a hydrostatic inspection and one final inspection of the complete system. **301 Sprinklers and up**	$680.00 plus $1.00 for each additional head	
Section 6-9:Fire Pumps	**Fire Pumps Review:** Plan Review Fees Final Inspection of the completed System	$165.00	
Section 6-9:Standpipe Systems	**Standpipe Systems:** Plan Review Fees Include a Hydrostatic Inspection and one Final Inspection of the Completed System **(Per System)**	$165.00	
Section 6-9:Residential 13D Sprinkler Systems	**Residential 13D Sprinkler Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **1 to 20 Sprinklers**	$175.00	
Section 6-9:Residential 13D Sprinkler Systems	**Residential 13D Sprinkler Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **26 to 50 Sprinklers**	$190.00	
Section 6-9:Residential 13D Sprinkler Systems	**Residential 13D Sprinkler Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **51 to 100 Sprinklers**	$200.00	
Section 6-9:Residential 13D Sprinkler Systems	**Residential 13D Sprinkler Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **100 Sprinklers Plus**	$200.00 plus $1.00 for each additional head	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **1 to 25 Devices**	$140.00	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **26 to 50 Devices**	$300.00	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **51 to 75 Devices**	$500.00	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **76 to 100 Devices**	$650.00	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **101 to 125 Devices**	$850.00	
Section 6-9:Fire Detection and Alarm Systems	**Fire Detection and Alarm Systems:** Fees Include Plan Review and Final Inspection of the Completed System: **126 Plus Devices**	$850.00 plus $6.00 each additional device	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9:Special Type Systems	Special Type Systems: Fees Include Plan Review Final Inspection of the Completed System: **Wet Chemical**	$280 Plus $100 for Each Additional System	
Section 6-9:Additional Inspections	Additional Inspections: A field Compliance Inspection is Provided Within the Fire Department Review and Inspection Fee Structure. Additional Inspections Required to Provide Compliance will be Billed as the following	$65.00/hr., one hour minimum	
Section 6-9:Additional Reviews	Additional Reviews: An Initial Plan Review and One Re-submittal Review Fee is Captured in the Plan Review Costs.	Based Upon 50% of the Initial Review Costs.	
Section 6-9:Fire Protection Plan Reviewby Consultants	Fire Protection Plan Review by Consultants: Consultants Fees for Fire Protection Plan Reviews will be Billed:	Plus $100.00 or 10% of fee (Whichever is greater)	
Section 6-9: Single Family Residence Construction Permit Issuance & Inspection Fees	**Single Family Residence Construction Permit Issuance & Inspection Fees**		
Section 6-9: Single Family Residence Construction Permit Issuance & Inspection Fees	Permit and general inspection fees for new single family residence	$3.00 per square foot of floor area.	
Section 6-9: Single Family Residence Construction Permit Issuance & Inspection Fees	Permit and general inspection fees for an addition to a single family residence	$3.00 per square foot of floor area.	
Section 6-9: Single Family Residence Construction Permit Issuance & Inspection Fees	Permit and general inspection fees for an interior alteration for a single family residence	$3.00 per square foot of floor area with a minimum of $280.00.	
Section 6-9: Single Family Residence Construction Permit Issuance & Inspection Fees	Permit and general inspection fees for basement finishing in a single family residence	$3.00 per square foot of floor area.	
Section 6-9: Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees	**Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees**		
Section 6-9: Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees	**Cost of Proposed Work**		
Section 6-9: Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees	Up to $ 5,000	$75.00	
Section 6-9: Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees	$5,001 - $25,000	75.00 plus $11.50 per each $1,000 or fraction thereof in excess of $5,000.	
Section 6-9: Multi-Family & Non-Residential Building Construction Permit Issuance & Inspection Fees	over $25,000	$300.00 plus $10.50 per each $1,000 or fraction thereof in excess of $25,000.	
Section 6-9:Special Feature -Permit & Inspection Fees	**Special Feature - Permit & Inspection Fees**		
Section 6-9:Special Feature -Permit & Inspection Fees	Fence (per lot) less than 60 feet in total length	$30.00	
Section 6-9:Special Feature -Permit & Inspection Fees	Fence (per lot)	$60.00	
Section 6-9:Special Feature -Permit & Inspection Fees	Decks	Minimum of $70.00	
Section 6-9:Special Feature -Permit & Inspection Fees	Detached Garage	$300.00	
Section 6-9:Special Feature -Permit & Inspection Fees	Residential Pool or spa	$750.00	
Section 6-9:Special Feature -Permit & Inspection Fees	Commercial Pool or Spa	$1,000.00	
Section 6-9:Power Back-up Generator	Power Back-up Generator: (residential)	$150.00	
Section 6-9:Power Back-up Generator	Generator: (Commercial) Under 10,000 square feet or non-life safety related generator	$350.00	
Section 6-9:Power Back-up Generator	Generator: (Commercial) 10,000 to 50,000 square feet	$500.00	
Section 6-9:Power Back-up Generator	Solar or other Alternative Power Source for an attached or detached single family	$250.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9:Power Back-up Generator	Solar or other Alternative Power Source for Multiple Family or Non-Residential Use	$300.00 plus $10.50 per each $1,000 or fraction thereof in excess of $25,000 construction value	
Section 6-9:Plumbing Permit & Inspection Fees	**Plumbing Permit & Inspection Fees (General Plumbing)**		
Section 6-9:Plumbing Permit & Inspection Fees	Minimum fee for a plumbing permit and inspection	$70.00	
Section 6-9:Plumbing Permit & Inspection Fees	Replacement of existing water heater	$50.00	
Section 6-9:Plumbing Permit & Inspection Fees	Lawn sprinkler system	$75.00	
Section 6-9:Single Family Construction:	**Single Family Construction**		
Section 6-9:Single Family Construction:	Single-family residence - new building	Charge is included in general permit fee	
Section 6-9:Single Family Construction:	Single-family residence - addition, alteration, fire/accident restoration, or other when general building permit is issued	Charge is included in general permit fee	
Section 6-9: Multi-Family & Non-Residential Plumbing Alteration or Remodel	**Multi-Family & Non-Residential Plumbing: New Construction, Alteration or Remodel:**		
Section 6-9: General Construction & Occupancy	**General Construction and Occupancy**		
Section 6-9: General Construction & Occupancy	Minimum Fee or under 1500 square feet	$200.00	
Section 6-9: General Construction & Occupancy	Per additional 1000 square feet over 1500	$25.00	
Section 6-9: Restaurant, Medical, Specialty Care & Similar High Plumbing Fixture Uses/Structures	**Restaurant, Medical, Specialty Care and Similar High Plumbing Fixture Uses/Structures**		
Section 6-9: Restaurant, Medical, Specialty Care & Similar High Plumbing Fixture Uses/Structures	Minimum Fee or under 1500 square feet	$200.00	
Section 6-9: Restaurant, Medical, Specialty Care & Similar High Plumbing Fixture Uses/Structures	Per additional 1000 square feet over 1500	$50.00	
Section 6-9: Mechanical, Heating, Ventilation & Air Conditioning Permit & Inspection Fees	**Mechanical, Heating, Ventilation and Air Conditioning Permit & Inspection Fees**		
Section 6-9: Mechanical, Heating, Ventilation & Air Conditioning Permit & Inspection Fees	**General Mechanical & HVAC**		
Section 6-9: Mechanical, Heating, Ventilation & Air Conditioning Permit & Inspection Fees	Minimum fee for a mechanical, HVAC permit and inspection	$70.00	
Section 6-9: Single Family Construction	**Single Family Construction**		
Section 6-9: Single Family Construction	Single-family residence - new building	Charge is included in general permit fee	
Section 6-9: Single Family Construction	Single-family residence - addition	Charge is included in general permit fee	
Section 6-9: Fireplace	New Fireplace (per fireplace)	$100.00	
Section 6-9: Fireplace	New gas fireplace (per fireplace)	$100.00	
Section 6-9: Furnace	Replacement of existing furnace or similar	$50.00	
Section 6-9: Furnace	Addition of new furnace or air conditioner	$100.00	
Section 6-9: Multi-Family & Non-Residential Mechanical Alteration or Remodel	**Multi-Family & Non-Residential Mechanical Alteration or Remodel**		
Section 6-9: Multi-Family & Non-Residential Mechanical Alteration or Remodel	Remodeling Activity Where HVAC previously exists: Minimum Fee or under 1500 square feet	$200.00	
Section 6-9: Multi-Family & Non-Residential Mechanical Alteration or Remodel	Remodeling Activity Where HVAC Previously Exists: Per additional 1000 square feet over 1500	$15.00	
Section 6-9: New Construction or Occupancy of Space Where HVAC did not exist	New Construction or Occupancy of Space Where HVAC did not exist. Minimum Fee or under 1500 square feet	$200.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9: New Construction or Occupancy of Space Where HVAC did not exist	New Construction or Occupancy of Space Where HVAC did not exist. Per additional 1000 square feet over 1500	$25.00	
Section 6-9 Other Mechanical Replacement	**Other Mechanical Replacement**		
Section 6-9 Other Mechanical Replacement	Boiler	$400.00	
Section 6-9 Other Mechanical Replacement	Cooling Tower with Structural Work	$600.00	
Section 6-9 Other Mechanical Replacement	Cooling Tower Replacement (no structural work)	$200.00	
Section 6-9 Other Mechanical Replacement	Chiller Replacement with structural Work	$300.00	
Section 6-9 Other Mechanical Replacement	Chiller Replacement without structural work	$200.00	
Section 6-9: Electrical Permit & Inspection Fees	**Electrical Permit & Inspection Fees**		
Section 6-9: Other Major Rooftop Mechanical	Other Major Rooftop Mechanical	$200.00	
Section 6-9: General Electric Work	**General Electric Work** Minimum fee for an electrical permit and inspection	$70.00	
Section 6-9: Electric Service Change (meters)	**Electric Service Change (meters):** One meter, Minimum Fee	$70.00	
Section 6-9: Electric Service Change (meters)	Per additional meter	$30.00	
Section 6-9: Panel Replacement or Addition (New Electric Service)	**Panel Replacement or Addition (New Electric Service)**		
Section 6-9: Panel Replacement or Addition (New Electric Service)	One panel, Minimum Fee	$200.00	
Section 6-9: Panel Replacement or Addition (New Electric Service)	2-5 panels	$350.00	
Section 6-9: Panel Replacement or Addition (New Electric Service)	Each additional 5 panels or part thereof over	$30.00	
Section 6-9: Single Family	Single-family residence - new building, addition, or alteration, basement finishing.	Charge is included in general permit fee	
Section 6-9: Multi-Family & Non-Residential Electric Alteration or Remodel	**Multi-Family & Non-Residential Electric: New, Alteration or Remodel:**		
Section 6-9: Multi-Family & Non-Residential Electric Alteration or Remodel	Minimum Fee or under 1500 square feet	$200.00	
Section 6-9: Multi-Family & Non-Residential Electric Alteration or Remodel	Per additional 1000 square feet over 1500	$50.00	
Section 6-9: Parking Lot Lighting	New Parking lot lighting: (For each set of four light poles)	$200.00	
Section 6-9: Parking Lot Lighting	New Parking lot lighting: (For each additional four poles or fraction thereof.)	$200.00	
Section 6-9: Fees for Demolition Activity	**Fees for Demolition Activity**		
Section 6-9: Residential Demolition	**Residential Demolition**		

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9: Residential Demolition	Demolition Permit & Inspection Fee for entire single family home.	$750.00	
Section 6-9: Residential Demolition	Demolition permit for detached garage.	$100.00	
Section 6-9: Residential Demolition	Interior demolition permit - single family or multi-family residential (when separate from a permit for construction)	$100.00	
Section 6-9: Residential Demolition	Residential Tear-Down (Demolition), and In-Fill Building Permit Supplemental Escrow.	A cash escrow of $5,000.00 shall be established prior to issuance of a permit for	
Section 6-9: Non-Residential Demolition	**Non-Residential Demolition**		
Section 6-9: Non-Residential Demolition	Demolition Permit & Inspection Fee - non-residential interior	$250.00	
Section 6-9: Non-Residential Demolition	Non-residential entire structure demo	$750.00	
Section 6-9: Non-Residential Demolition	**Demolition and In-Fill Building Permit Supplemental Escrow.**	A cash escrow of $5,000.00 shall be established prior to issuance of a permit for	
Section 6-9 : New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees	**New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees**		
Section 6-9 : New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees	Plan review fee for elevators, man lifts, escalators - freights and wheelchair lifts, dumbwaiters, dock lifts	$105.00	
Section 6-9 : New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees	Fee for additional plan reviews for elevators, escalators, etc. (beyond one plan review)	$100.00	
Section 6-9 : New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees	Fee for inspection of new elevator, escalator, etc. (includes 2 inspections).	$220.00	
Section 6-9 : New/Replacement Elevator, Escalator & Similar Specialty Mechanical Fees	Re-inspection fee for additional inspections required for compliance	$100.00	
Section 6-9: Permit - Removal of Elevator, Escalator, etc. From Service	Permit for removal of elevator, escalator or similar from service	$325.00	
Section 6-9: Semi-Annual Elevator, Escalator & Similar Specialty Mechanical Plan Inspection Fees	**Elevator, Escalator & Similar Specialty Mechanical Plan Inspection Fees**		
Section 6-9: Semi-Annual Elevator, Escalator & Similar Specialty Mechanical Plan Inspection Fees	Annual Inspection and certificate issuance fee for elevators, man lifts, escalators, etc.	$150.00	
Section 6-9: Semi-Annual Elevator, Escalator & Similar Specialty Mechanical Plan Inspection Fees	Re-inspection fee for additional inspections required for compliance	$100.00	
Section 6-9: Semi-Annual Elevator, Escalator & Similar Specialty Mechanical Plan Inspection Fees	Late payment fee for escalator inspection or certificate	$15.00 charge for each 30-day period	
Section 6-9: Miscellaneous Building Permits			
Section 6-9: Miscellaneous Building Permits	Construction Trailer Permit Fee	$250.00	
Section 6-9: Miscellaneous Building Permits	Interior Drain Tile Permit Fee	minimum of $210.00; dependent upon scope of work	
Section 6-9: Miscellaneous Building Permits	Shed	minimum of $70.00 dependent upon size of	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-9: Miscellaneous Building Permits	Patio/Driveway	minimum of $70.00	
Section 6-9: Miscellaneous Building Permits	Wireless Cellular Antenna Panel Equipment Swap Out or Similar Equipment Change Permit Fee	$250.00	
Section 6-9: Miscellaneous Building Permits	Wireless Cellular Antenna Tower - Addition of New Array/Platform Permit Fee	Minimum $750.00	
Section 6-9: Sign Permit & Inspection Fees	**Sign Permit & Inspection Fees**		
Section 6-9: Sign Permit & Inspection Fees	Permanent Ground or Freestanding Sign - illuminated - Per sign	$150.00	
Section 6-9: Sign Permit & Inspection Fees	Permanent Ground or Freestanding Sign - non-illuminated - Per sign	$100.00	
Section 6-9: Sign Permit & Inspection Fees	Wall Sign - illuminated - Per sign	$150.00	
Section 6-9: Sign Permit & Inspection Fees	Wall Sign - non-illuminated - Per sign	$100.00	
Section 6-9: Sign Permit & Inspection Fees	Construction or Real Estate Sign (if greater than 6 square feet) - Per sign	$75.00	
Section 6-9: Sign Permit & Inspection Fees	Temporary event signs and banners: (except for civic displays: for which no fee shall be charged) - Per event	$75.00	
Section 6-9: Sign Permit & Inspection Fees	Other non-illuminated Sign Permit requiring a permit as specified in Zoning Code - Per sign	$75.00	
Section 6-9: Sign Permit & Inspection Fees	Other illuminated Sign Permit requiring a permit as specified in Zoning Code - Per sign	$150.00	
Section 6-9: Administrative Fees	**Administrative Fees**		
Section 6-9 : Work Initiated Without a Permit	Work Initiated Without a Permit (not subject to a citation)	Penalty fee of $100.00 or up to 50% of total building permit fee.	
Section 6-9: Work Initated Without a Permit	Change of contractor without proper notification	Penalty fee of $250.00	
Section 6-9:	Re-inspection fee for all permits requiring more than two (2) similar type inspections	$75 per discipline per inspection.	
Section 6-9:	Fee for Renewal of an Expired Permit	$250.00 a month	
Section 6-9:	Alterations to Approved Plans (Permit Revisions)	Minimum $70 per discipline, or as approved by Code Official based on scope of change,	
Section 6-9:	Issuance of a Stop Work order and/or resuming work after issuance of a Stop Work Order	$500 per incident, payable prior to resuming	
Section 6-9:	Additional charge for inspections that are after normal business hours	$150.00	
Section 6-9: Fees	Off-Site Utility Improvements Escrow (Base Fee)	$5,000.00	
Section 6-10: Municipal Property Damage Deposit: Fees/Escrow Deposit for Work Within Village Right-of-Way	**Fees/Escrow Deposit for Work Within Village Right-of-Way:** Fee for work within Village right-of-way (other than street opening work)		
Section 6-10: Municipal Property Damage Deposit: Fees/Escrow Deposit for Work Within Village Right-of-Way	Fee for work within Village right-of-way (other than street opening work)	$180.00	
Section 6-10: Municipal Property Damage Deposit: Fees/Escrow Deposit for Work Within Village Right-of-Way	Deposit for work within Village right-of-way (Frontage Deposit)	$1,000.00	
Section 6-12 (b)(2): Certificates of Occupancy	**Section 6-12 - Certificates of Occupancy**		
Section 6-12 (b)(3): Certificates of Occupancy	Monthly Temporary Certificate of Occupancy Fee	$250.00	
Section 6-12 (b)(3) (c): Certificates of Occupancy	Amount of Cash Deposit or Letter of Credit for Temporary Certificate of Occupancy for Single Family Structure (Building Items Only)	Minimum $3,000.00 + $100.00 Administration Fee	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 6-14: Right to Appeal	Appeal of an order, requirement, decision or determination of the code official	$250.00	
Section 6-15(a): Residential Tear-down and In-fill Building Permit Supplemental Escrow	Residential Tear-down and In-fill Building Permit Supplemental Escrow		
Section 6-17: Vacant Building	Vacant building compliance inspection fee	$500.00	
Section 6-17:	Vacant building registration fee	$200.00	
Section 6-52(13)	114.4 Violation penalties (Building Code)	$50.00-$10,000 for each violation	
Section 6-63(21)	R113.4 Violation penalties (Residential Code)	$50.00-$10,000 for each violation	
Section 6-95 and 15-783 Registration Required	Electrical Contractor - Registration required.		
Section 6-102(9)(c): Fire Lanes	Fine Lane Recording Fee:	$75.00	
Section 6-102(9)(d): Fire Lane Sign	Fire Lane Sign Fee	$26.50	
Section 6-102(9)(e): Fire Lane Violation	Fire Lane Violation Fine	$100.00	
Section 6-104.3: Correction of Violations	Failure to correct any violations cited by the fire chief pursuant to Section 12-2 of the Code following an initial inspection shall result in the following penalties:		
Section 6-104.3: Correction of Violations	After 60 Days Following the Initial Notice of the Violation:	$50.00	
Section 6-104.3: Correction of Violations	After 90 Days Following the Initial Notice of the Violation:	$100.00	
Section 6-104.3: Correction of Violations	After 120 Days Following the Initial Notice of the Violation:	$200.00	
Section 6-104.3: Correction of Violations	For every 30 Days thereafter:	$500.00	
Section 6-112: International Property Maintenance Code		$50.00-$10,000 for each violation	
Section 6-182 & 6-9: Site Grading, Drainage & Soil Erosion/Sedimentation Control	Grade and Drainage Alteration Permit Fee: Permits Required	$100.00	
Chapter 7: RESERVED	**Chapter 7 - RESERVED**		
Chapter 8: RESERVED	**Chapter 8 - RESERVED**		
Chapter 9: Construction of Utility Facilities in the Public Rights - of -Way	**Chapter 9 - Construction of Utility Facilities in the Public Rights - of - Way**		
Section 9-17(f) : Application Fees	Permit Fee - Per each 1500 feet of Lineal Feet or Portion Thereof	$90.00	
Section 9-63 (d)(15)	Permit Fee - Single Small Wireless Facility	$650.00	
Section 9-63 (d)(15)	Permit Fee - Single Small Wireless Facility Applications of two to twenty five Locations	$350.00 per SWF IL Small Wireless Facilities Deployment	
Section 9-63 (d)(15)	Permit Fee - Single Small Wireless Facilities that Include the installation of a New Utility Pole	$1,000.00	
Section 9-63 (d)(15)	Annual fee for collocation per Village Utility Pole within the Public Rights-Of-Way	$200.00	
Section 9-63 (d)(15)	Annual fee for collocation per Village Utility Pole not within the Public Rights-Of-Way	$5,000.00	
Chapter 10: Cable & Video Communications	**Chapter 10 - Cable and Video Communications**		
Section 10-382 Penalties	**Schedule of penalties for any material breach of the Cable and Video Protection Law**	Not more than $750.00 for each day of the material breach, and not more than $25,000.00 for each occurrence of a material	
Chapter 11 - Reserved	**Chapter 11 - Reserved**		
Chapter 12 - Reserved	**Chapter 12 - Reserved**		

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Chapter 13 - Reserved	**Chapter 13 - Reserved**		
Chapter 14 - Reserved	**Chapter 14 - Reserved**		
Chapter 15: Licenses, Permits and Misc. Business Regulations	**Chapter 15 - Business Licenses and Registration**		
Section 15-7 (d): Business License Fee: (For 1/2 Year)	In the case of licenses issued on an annual basis on or after October 1 of any year beginning in 2025. **(Only for the Balance of the year)**	1/2 of the Annual Fee	
Section 15- 10 : Business License Renewal	Late Penalty for Annual Business License: Class 1, Class 2 and Mandetory Business Registrations	$75.00	
Class 1 Business Licenses			
Section 15-24 (a) Amusements: a Class 1 Business License Fee:	Golf courses, driving ranges and miniature golf courses	$100.00	
Section 15-24 (a) Amusements: c, e Class 1 Business License Fee:	Carnivals or circus, public dance	$2,000.00	
Section 15-24 (a) Amusements: f Class 1 Business License Fee:	Motion picture theaters	$1,000.00	
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,500 gross sf or less	Bowling alleys and bocce courts. Coin operated amusement devises	$75.00	
Section 15-24 (a) Amusements: b, d Class 1 Business License Fee: 2,501 gross sf or more	Bowling alleys and bocce courts. Coin operated amusement devises	$150.00	
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,500 gross sf or less	Dry cleaners, laundries and laundromats. Automobile sales and service establishments.	$75.00	
Section 15-24 (b) All retails sales and service establishments: a, b Class 1 Business License Fee: 2,501 gross sf or more	Dry cleaners, laundries and laundromats. Automobile sales and service establishments.	$150.00	
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,500 gross sf or less	Food establishments, including food service establishments, food processing and food stores	$75.00	
Section 15-24 (c) Food establishments Class 1 Business License Fee: 2,501 gross sf or more	Food establishments, including food service establishments, food processing and food stores	$150.00	
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,500 gross sf or less	Health clubs, spas, sports/athletic training facilities	$75.00	
Section 15-24 (e) Health Clubs, spas, and sports/athletic training facilities Class 1 Business License Fee: 2,501 gross sf or more	Health clubs, spas, sports/athletic training facilities	$150.00	
Class 2 Specialized Business Licenses			
Section 15-34 (a) Raffles	Raffles	$30.00	
Section 15-34 (b) Second Hand Dealers	Second Hand Dealers	$150.00	
Section 15-34 (c) Retail sales of tobacco	Retail sales of tobacco	$750.00	
Section 15-34 (d) Retail sales of Cannabis	Retail sales of Cannabis	$750.00	
Section 15-34 (f) Special Events	Special Events	$750.00	
Section 15-34 (i) Mobile Food Trucks/Service Establishments	Mobile Food Trucks/Service Establishments	$200.00	
Section 15-34 (i) Scavengers	Scavengers	$200.00	
Mandatory Business Registration			
Section 15-45 (a) All Industial and Manufacturing	All Industial and Manufacturing	$50.00	
Section 15-45 (b) Day care homes	Day care homes	$50.00	
Section 15-45 (c) Nursing homes, personal care faciliities - including home based	Nursing homes, personal care faciliities - including home based	$250.00	
Section 15-45 (d) Solicitors	Solicitors	$50.00	
Section 15-352: Hotel or Motel	Hotel or Motel License Fee	$1,500.00	
Section 15-694: Vehicle Licenses	Fines Related to Violation of Vehicle Licenses (Not less than and not more than)	$50.00 - $55.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Automobiles **Through July 31st**	$35.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Automobiles **After July 31st**	$43.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Hybrid Vehicle **Through July 31st**	$17.50	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Hybrid Vehicle **After July 31st**	$21.50	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Motorcycles **Through July 31st**	$14.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Motorcycles **After July 31st**	$17.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 8,000 and less) **Through July 31st**	$35.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 8,000 and less) **After July 31st**	$43.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 8,001 - 10,000) **Through July 31st**	$41.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 8,001 - 10,000) **After July 31st**	$51.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 10,001 - 12,000) **Through July 31st**	$47.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 10,001 - 12,000) **After July 31st**	$59.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 12,001 - 24,000) **Through July 31st**	$52.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 12,001 - 24,000) **After July 31st**	$65.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 24,001 - 45,000) **Through July 31st**	$65.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 24,001 - 45,000) **After July 31st**	$82.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 45,001 and more) **Through July 31st**	$89.00	
Section 15-697(b): Motor Vehicle License Fees	Village Motor Vehicle License Fee: Trucks, Trailers, RVs (Gross Weight 45,001 and more) **After July 31st**	$113.00	
Section 15-697(c): License Replacement Fee	Theft or Destruction Replacement Fee	$1.00	
Section 15-697(d): Transfer Fee	License Transfer Fee	$1.00	
Section 15-697(a)(6): Governmental Vehicle Fee	Governmental Vehicle Fees	$1.00	
Section 15-697(b): Senior Citizens	Rates of Senior Citizens: The license for automobiles, motorcycles and recreational vehicles owned by persons 65 and over shall be one-half of the applicable fee, except that the Theft or Destruction Replacement and Transfer fees shall not be so reduced	half of the applicable fee	
Section 15-697(b): New Vehicle Fee	The license fee for motor vehicle licenses purchased within 45 the fee shown in the "Through July 31st" (above). However, the license fee for motor vehicles purchased on or after January 1 of any licensing year shall be one-half of the otherwise applicable new vehicle fee.		
Section 15-710 and 15-796: Sealcoat Contractors License	Sealcoat Contractors	$70.00	
Section 15-731: Concrete Contractors License	Concrete Contractor Business License Fee	$70.00	
Section 15-741: General Contractors License	General Contractor Business License Fee	$100	
Section 15-755: Plumbing Contractors License	Plumbing Contractor Business License Fee	$0.00	
Section 15-769: Sewer & Drain Layer Contractors License	Sewer & Drain Layer Contractor Business License Fee	$70.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 15-783 & 6-95: Electrical Contractors License	Electrical Contractor Business License Fee	$70.00	
Section 15-796: Paving Contractors License	Concrete, Asphalt or Landscape Paver Contractor Business License Fee	$70.00	
Section 15-796: Pavement/Sealing Contractors License	Driveway/parking lot **or** Sealcoat Contractor License Fee	$70.00	
Section 15-809: Dumpster Operator License	License Fee for Construction Debris Dumpsters/Dumpster Operators	$60.00	
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	
Section 15-873: Firearms Annual License Fee	Home Based Business Category III Firearms and Ammunition Annual License Fee	$200.00	
Section 15-877: Firearms License Term	License Term: January - December	One Calendar Year Term	
Section 15-897: Fine Upon Conviction	Category y III Firearms and Ammunition Fine upon Conviction	Not Less Than $500.00	
Section 15-922: Fraudulent Sales	Fraudulent Sales License Fee: (Per Initial license or Renewal)	$75.00	
Section 15-922: Fraudulent Sales	Fraudulent Sales License Fee: (30 Day Extension)	No Charge	
Section 15-963: Massage Establishments	Massage Establishment Application License/Yearly Fee	$250.00	
Section 15-963: Massage Establishments	Home Based Business Massage Establishment Application License/Yearly Fee	$50.00	
Section 15-964 (d): Massage Establishments	Massage Establishment: Police Department Fingerprinting Fee for each person to be fingerprinted in connection with permit application. (Additional fees charged by the Illinois State Police will be required)	$25.00	
Section 15-964 (k): Investigation Fees	Costs Associated with any investigation or Criminal Background Check of an Applicant or any Employee	Fees, as dictated by the Outside Agency	
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	
Section 15-1044 (a)(5): Outdoor Seating Areas	Outdoor Seating Areas accessory to Food Service Establishment: License Application Fee included in Food Establishment annual license	$0.00	
Section 15-1044(b): Outdoor Seating Areas	Renewal License Application Fee:	$0.00	
Section 15-1047(b):	License Fee for Outdoor Seating License Agreement	$230/annually	
Chapter 16: Nuisances	**Chapter16 - Nuisances**		
Section 16-1(9): Depositing, Dumping, Abandoning, Accumulation or Storage of Any Landscape Waste or Yard Waste on Any Public or Private Property.	The Specific penalty for a violation of this subparagraph governing the nuisance of depositing, abandoning, dumping, accumulating or storing landscape waste or yard waste on any private or public property shall be a fine of : **(A separate offense shall be deemed committed on each day or part thereof on which a violation occurs or continues or is permitted to continue.)**	Not less than $50.00, and not more than $1,000.	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 16-15 (d) Prohibition of the Application and Sale of Sealcoat Products Contain Coal Tar.	First Violation within twelve (12) month period	$250.00	
Section 16-15 (d) Prohibition of the Application and Sale of Sealcoat Products Contain Coal Tar.	Second Violation within a twelve (12) month period	$500.00	
Section 16-15 (d) Prohibition of the Application and Sale of Sealcoat Products Contain Coal Tar.	Third and each subsequent violation within a twelve month period	$750.00	
Chapter 17: Offenses - Miscellaneous	**Chapter 17 - Offenses - Miscellaneous**		
Section 17-1(m)(1): Smoking Ban	Smoking Ban - Penalties - Fine	Not less than $50.00 nor more than $500.00	
Section 17-20 (d)(1): Possession of Tobacco Products by Minors	Possession of Tobacco Products by Minors Prohibited - Penalties - Fine	Not less than $50.00 nor more than $750.00	
Section 17-41(b)(1): Damage to or Tampering with Property	Damage to or tampering with property - Penalty - Fine	Not in excess of $500.00	
Section 17-48 (1): Theft	Theft - Penalties - Fine	Not less than $50.00 nor in excess of $750.00	
Section 17-48 (1): Library Theft	Library Theft - Penalties - Fine	Not less than $50.00 nor in excess of $500.00	
Section 17-48 (1): Deceptive Practices	Deceptive Practices - Penalties - Fine	Not less than $50.00 nor in excess of $500.00	
Section 17-80: Offenses Against Public Safety	Article III - Offenses Against Public Safety - Penalties - Fine	Not less than $50.00 nor more than $500.00 for the first offense. The fine for each	
Section 17-103(b)(1): Disorderly Conduct	Disorderly Conduct - Penalties - Fine	Not less than $50.00 nor in excess of $500.00	
Chapter 18:	**Chapter 18 - RESERVED**		
Chapter 19: Planning and Development	**Chapter 19 - Planning and Development**		
Section 19-131(a): Annexation Fees	Annexation Fees Shall be in the Following Amounts Unless the Board of Trustees finds, based on the Particular Circumstances Surrounding and Annexation that the fee Should be of a Greater or a Lesser Amount: Territory to be Zoned Residential Upon Annexation: **(Per Dwelling Unit Existing of Proposed to be Constructed on the Territory)**	$750.00	
Section 19-131(a): Annexation Fees	Annexation Fees Shall be in the Following Amounts Unless the Board of Trustees finds, based on the Particular Circumstances Surrounding and Annexation that the fee Should be of a Greater or a Lesser Amount: **Territory to be Zoned Non -residential but not Open Space, Upon Annexation: (Existing or proposed to be constructed on the territory)**	$3.00 per square foot of gross floor area	
Section 19-163: Impervious Surface Fees	Impervious Service Fees: **Class I Permit** Provided that the Village shall not be required to pay any such fees.	No Fee	
Section 19-163: Impervious Surface Fees	Impervious Service Fees: **Class II Permit:** (Per Square Foot Impervious Surface Expansion) Provided that the Village shall not be required to pay any such fees.	A fee of either (a) $0.80 per square foot impervious surface expansion, or (b) $0.40 per square foot of permeable pavers installed.	
Section 19-163: Impervious Surface Fees	Impervious Service Fees: **Class III Permit:** (Per Square Foot Impervious Surface Expansion) Provided that the Village shall not be required to pay any such fees.	A fee of either (a) $1.60 per square foot impervious surface expansion, or (b) $0.80 per square foot of permeable pavers installed.	
Chapter 20: RESERVED	**Chapter 20 - RESERVED**		
Chapter 21: Solid Waste	**Chapter 21 - Solid Waste, Landscape Waste and Recycling**		
Section 21-37: Waste Collection Licenses	Maximum Number of Licenses for Waste Collection Firms servicing non-residential facilities	7 Licenses	
Section 21-38: Waste Collection Fee	Waste Collection Firm License Fee	$2,000.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 21-102(f): Dumpster and POD Permits	Fee for a dumpster (when not associated with an issued building permit) or for a portable storage unit on private property (with or without a building permit).	$25.00 per dumpster or portable storage unit	
Chapter 22: Streets and Sidewalks	**Chapter 22 - Streets and Sidewalks**		
Section 22-2: Excavation Permit	Street Excavation Fee:	$250.00	
	Restoration Escrow Deposit, (Minimum)	$2,500.00	
Section 22-10: Deposit for Restoration of Streets and Sidewalks	Deposit for Restoration of Streets and Sidewalks	Fees Included in Section 22-2	
Section 22-26: Construction, Maintenance and Repair	Construction Permit	Fees Included in Section 22-2	
Section 22-41(b) (3): Sidewalks - Duty of Abutting Property Owner to Construct	Fee for the Recordable Covenant: (Per Property)	As determined by the Cook County Clerks Office	
Section 22-76 (a & b): Building Moving Permit Fee and Bond	Building Moving Permit Fee: (Plus reimbursable Village Expenses, and a $1,000,000 bond)	$200/day	
Section 22-91(b): Site Grading & Engineering Plan Review Fees	**Article IV: Public Improvements:**		
Section 22-91(b): Site Grading & Engineering Plan Review Fees	**Site Grading And Engineering Plan Review Fees**		
Section 22-91(b): Site Grading & Engineering Plan Review Fees	General Fee for review of a required grading plan.	$100.00	
Section 22-91-(b): Site Grading & Engineering Permit Issuance & Inspection Fees	**Site Grading & Engineering Permit Issuance & Inspection Fees**		
Inspection Fees	Miscellaneous grade change permit	$70.00	
Sec. 22-91(b):	Residential and Non-residential site grading, utility, stormwater and other public and private improvements.	1.75% of estimated private site improvements and 3.5% of estimated public	
Sec. 22-91(b): Driveways	Driveway permit and inspection	Minimum of $70.00	
Sec. 22-91(b): Patio	Patio permit and inspection	Minimum of $70.00	
Sec. 22-91(b): On Site Sidewalk or Stoop	On-site sidewalk or stoop	Minimum of $70.00	
Sec. 22-91(b): New Parking Lot	New Parking Lot	$200 for the first 50 parking spaces and $100 for each 50 added spaces (or fraction thereof) in excess of 50.	
Sec. 22-91(b): Resurface of Parking Lot	Resurface of Parking Lot	$100 for the first 50 parking spaces and $50 for each 50 added spaces (or fraction	
Sec. 22-91(b): Restriping of Parking Lot	Restriping of Parking Lot	$50 for the first 50 parking spaces and $20 for each 50 added spaces (or fraction thereof) in excess of 50.	
Sec. 22-91(b):	Underground Tank Removal: (per tank)	$200.00	
Chapter 23: Taxation	**Chapter 23 - Taxation**		
Section 23-42: Hotel/Motel Occupancy Tax	Hotel/Motel Occupancy Tax	5.5% of gross rental receipts	
Section 23-68: Admissions and Entertainment Tax	Admissions and Entertainment Tax (Per Ticket of Admission)	$0.25	
Section 23-181: Demolition Tax	Demolition Tax	$10,000.00 per Dwelling Unit Demolished	
Chapter 24: Traffic	**Chapter 24 - Traffic**		
Section 24-2: Adoption of the Illinois Vehicle Code	Expired Registration Illinois Vehicle Code Section (s) 24-2/625 ILCS 5/3-413(f) and 24-2/625 ILCS 5/11-1303 (a)(1)(L)	$50.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 24-12: Snow Emergency	Parking During Snow Emergencies	$100.00	
Section 24-52(f): Administrative Tow Fee	Administrative Tow Fee (Pursuant to 625 ILCS 5/11-208.7)	$500.00	
Section 24-77: Obstructing Traffic	Obstructing Traffic Fine:	$25.00	
Section 24-97(a): Stopping, Standing and Parking Penalties	Fine: (Not less than/Nor more than)	$35.00/$200.00	
Section 24-97(a): Stopping, Standing and Parking Penalties	If Paid within ten (10) days of the violation notice date, the settlement amount is not less than:	$20.00	
Section 24-97(b):	Fine: (Not less than/Nor more than)	$25.00/$200.00	
Section 24-97(b):	If Paid within ten (10) days of the violation notice date, the settlement amount is not less than:	$10.00	
Section 24-99(a): Accessible Parking for People With Disabilities Violation	Accessible Parking for People with Disabilities	$350.00	
Section 24-135:Traffic Flow and Vehicular Parking Generally	Commuter Lot Parking Fine	$25.00	
Section 24-138: Parking Fee at Train Station	Train Station Parking Fees (Per Space/Per Day)	$2.00 (Effective 6/1/24)	
Section 24-138: Parking Fee at Train Station	Failure to Pay Daily Fee at Train Station Fine	$25.00	
Section 24-139: Resident Parking	Resident Parking Only Violation	$25.00	
24-169: Bicycle Helmets Required	Bicycle Helmets Required	A fine which shall not exceed $50	
Chapter 25: Vegetation	**Chapter 25 - Vegetation**		
Section 25-2:	**Nuisance Tree List**		
Section. 25-20:	Removal of a diseased, dangerous or badly damaged tree	no fee required	
Section. 25-20:	Tree Protection Plan Review and Inspection (as part of a building or other construction project)	$100 for parcels up to one acre in size, plus an additional $100 for each additional	
Section: 25-23(c) (7) (a): Sub. & Development. Code Section 4-103D	Tree Replacement Fee (Heritage Trees, Per Inch Diameter at DBH)	$250.00	
Section: 25-23(c) (7) (a): Sub. & Development. Code Section 4-103D	Tree Replacement Fee (Landmark Trees, Per Inch Diameter at DBH)	$150.00	
Section: 25-23(c) (7) (a): Sub. & Development. Code Section 4-103D	Tree Replacement Fee (All Non-Nuisance Trees, Per Inch Diameter at DBH)	$100.00	
Section: 25-23(c) (7) (a): Sub. & Development. Code Section 4-103D	Tree Replacement Fee, Nuisance Trees, Per Inch Diameter at DBH)	$25.00	
Section 25-50(a): Replacement Parkway Trees	List of Trees and Tree Specifications	**See Exhibit E**	
Section 25-50(a):	All Trees on the Tree Replacement List, with oak trees having a minimum size between 2" and 2 1/2" in diameter at breast height (DBH) and all other genus and species having a minimum size between 2 1/2" and 3" diameter at breast height (DBH)		
Section 25-50(b):	Fee in Lieu of Parkway Tree	$350.00	
Section 25-51:	Tree Replacement List	**See Exhibit E**	
Section 25-73: Abatement by Village	Weed Mowing Fees (Per Occurrence) Time and Materials Rate Village's Current Time and Materials Rate or Contractor Rate Plus the stated Administration Fee	Village's Current Time and Materials Rate, or Contractor Plus $80.00	
Section 25-92: Abatement by Village	Nuisance Abatement Village's Current Time and Materials Rate, or Contractor Plus the stated Administrative Fee	Village's Current Time and Materials Rate, or Contractor Costs, Attorney's Fees, Plus	
Chapter 26: Public Passenger Vehicles	**Chapter 26 - Public Passenger Vehicles**		
Section 26-21(b): Taxicab/Livery License Fee	**Taxicab Service Operator's License Fee and Livery Service Operator's License Fee:**		

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 26-21(b):	1 to 15 Vehicles:	$75.00	
Section 26-21(b):	16 to 35 Vehicles:	$100.00	
Section 26-21(b):	36 or More Vehicles:	$150.00	
Chapter 27: Water, Sewers & Sewage Disposal	**Chapter 27 - Water, Sewers and Sewage Disposal**		
Section 27-27(b): Water Turn On	Residential (Charge to Renters Only)	$75.00 Deposit	
Section 27-27(b): Water Turn On	Commercial (Charges to Renters Only)	$100.00 Deposit	
Section 27-33: Fire Hydrants	Fire Hydrant Use	$2.00	
Section 27-33: Fire Hydrants	Fire Hydrant Deposit	$500.00	
Section 27-33: Fire Hydrants	Fire Hydrant Meter Use (1", Per Day)	$2.00	
Section 27-33: Fire Hydrants	Fire Hydrant Meter Deposit (1")	$100.00	
Section 27-33: Fire Hydrants	Fire Hydrant Meter Use (3", Per Day)	$2.00	
Section 27-33: Fire Hydrants	Fire Hydrant Meter Deposit (3")	$400.00	
Section 27-33: Fire Hydrants	Fire Hydrant Wrench Use (Flat Rate)	$5.00	
Section 27-33: Fire Hydrants	Fire Hydrant Meter Deposit	$25.00	
Section 27-33: Fire Hydrants	Fire Hose Use (50' Length, Flat Rate)	$10.00	
Section 27-33: Fire Hydrants	Fire Hose Deposit (50' Length)	$100.00	
Section 27-33: Fire Hydrants	Fire Hydrant - Administrative Services	$40.00	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Taps (1", inclusive of Tap Service, Corp. Stop, "B" Box and Curb Stop)	$500.00	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Taps (1.5", inclusive of Tap Service, Corp. Stop, "B" Box and Curb Stop)	$700.00	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Taps (2", inclusive of Tap Service, Corp. Stop, "B" Box and Curb Stop)	$740.00	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (3/4", inclusive of Meter with Remote, Installation and Sealing Inspection)	$118.12 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (1", inclusive of Meter with Remote, Installation and Sealing Inspection)	$118.12 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (1 1/2 ", inclusive of Meter with Remote, Installation and Sealing Inspection)	$206.71 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (2", inclusive of Meter with Remote, Installation and Sealing Inspection)	$324.83 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (3", inclusive of Meter with Remote, Installation and Sealing Inspection)	$354.36 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (4", inclusive of Meter with Remote, Installation and Sealing Inspection)	$442.95 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Permit Fees - Meters (6", inclusive of Meter with Remote, Installation and Sealing Inspection)	$797.31 (labor) plus current cost for supplies and meter	
Section 27-34(b): Water Meter Fees	Water Main Sleeve Fee (Sleeve Size - 6")	$265.00 or current rate	
Section 27-34(b): Water Meter Fees	Water Main Sleeve Fee (Sleeve Size - 8")	$298.00 or current cost.	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Section 27-34(b): Water Meter Fees	Water Main Sleeve Fee (Sleeve Size - 10")	$377.00 or current cost.	
Section 27-34(b): Water Meter Fees	Water Main Sleeve Fee (Sleeve Size - 12")	$445.00 or current cost.	
Section 27-34(b): Water Meter Fees	Water Main Sleeve Fee (Sleeve Size - 16")	Current Village costs for supplies.	
Section 27-34(b): Water Meter Fees	Turbine and Retrofit Meters (1.5")	Remove	
Section 27-34(b): Water Meter Fees	Turbine and Retrofit Meters (2")	Remove	
Section 27-34(b): Water Meter Fees	Turbine and Retrofit Meters (3")	Remove	
Section 27-34(b): Water Meter Fees	Turbine and Retrofit Meters (4")	Remove	
Section 27-34(b): Water Meter Fees	Turbine and Retrofit Meters (6")	Remove	
Section 27-38: Use of Groundwater as Potable Water Prohibited	Groundwater Regulations for Specific Locations:		
Section 27-61(a) : Rates and Charges	Water Supply (Per 1,000 Gallons)	$6.40	
Section 27-61(a) : Rates and Charges	Water Supply (Minimum Quarterly Charge)	$44.80	
Section 27-62(b): Billing for Water Usage	Water Meter Testing Service (2" and Larger)	Contractor's Rate	
Section 27-64(b): Reinstatement of Service	Charge for Reinstatement of Terminated Water Services During Regularly Scheduled Working Hours	$70.00	
Section 27-103: Violations	Charge for Reinstatement of Terminated Water Services Outside of Regularly Scheduled Working Hours	$225.00	
Section 27-104(f): Annexation Connection Fee	Fee for Connection to Storm and/or Sanitary Sewer (One Acre or Less)	$250.00	
Section 27-104(f): Annexation Connection Fee	Fee for Connection to Storm and/or Sanitary Sewer (Each Additional Acre or Part Thereof)	$100.00	
Section 27-105(b): Private Sewage Application Fee	Private Sewage Disposal System (Permit Fee)	$125.00	
Section 27-105(b): Private Sewage Inspection Fee	Private Sewage Disposal System (Inspection Fee)	$80.00	
Section 27-121: Opening, Altering, or Disturbing a Public Sewer	Opening, Altering, or Disturbing a Public Sewer (Permit and Inspection Fee, Up to a 4" Connection)	$80.00	
Section 27-121: Opening, Altering, or Disturbing a Public Sewer	Opening, Altering, or Disturbing a Public Sewer (Permit and Inspection Fee, 4" or Larger Connection)	$80.00	
Section 27-133: Repairs and Maintenance	Costs as identified in Exhibit C. Cost of contractor to perform the work.	Costs Identified in Exhibit C	
Section 27-152: Use and Discharge Regulations: Penalties:	Costs as identified in Exhibit C. Cost of contractor to perform the work.	Costs Identified in Exhibit C	
Section 27-166(e)(1): Sanitray Sewer User Charge: Rates:	Sanitary Sewer User Charge (Per 1,000 Gallons of Water Used)	$1.70	
Section 27-166(e)(1)	Sanitary Sewer User Charge (Minimum Quarterly Charge)	$11.90	
Section 27-170(e)(1): Stormwater Drainage System User Charge; Rates:	Stormwater Drainage System User Charge (Per 1,000 Gallons of Water Used)	$1.00	
Section 27-170(e)(1): Stormwater Drainage System User Charge; Rates:	Stormwater Drainage System User Charge (Minimum Quarterly Charge)	$7.00	
Section 27-171(c): Stormwater Drainage	Alternative User Charge (Per Square Foot of Impervious Coverage; Annual	$0.03	
Section 8-108A of Zoning Code	**Fee in Lieu of Parking Spaces in the Village Green Overlay District**		Remove following adoption of new Zoning Code
Section 8-108A of Zoning Code	Fee for each parking space for which a variation is granted pursuant to Subsection 8-108A of the Zoning Code.	$5,000.00	Remove following adoption of new Zoning Code

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
~~Section 9:~~ ~~Zoning Code Application Fees~~ Article 13 of Zoning Code	~~Section 9~~ Article 13 - Zoning Code Application Fees		
~~Section 9:~~ ~~Zoning Code Application Fees~~ Article 13 of Zoning Code	~~Section 9 306~~ Article 13-106:Payment-in-lieu of Providing Affordable Units	$125,000.00	
~~Section 11 301 E5~~ Article 2 of Zoning Code Applications for Variations	Applications for variations of the Zoning Code - residential		
~~Section 11 301 E5~~ Article 2 of Zoning Code Applications for Variations	non-refundable fee	$350.00	
	Fee for each additional public hearing requested	$100.00	
~~Section 11 301 E5~~ Article 2 of Zoning Code Applications for Variations	Applications for variations of the Zoning Code - non-residential		
~~Section 11 301 E5~~ Article 2 of Zoning Code Applications for Variations	non-refundable fee	$600.00	
~~Section 11 301 E5~~ Article 2 of Zoning Code Applications for Variations	Fee for each additional public hearing requested	$100.00	
Article 2 of Zoning Code	escrow deposit for recoverable expenses	$1,000.00	applicable with adoption of new Zoning Code
~~Section 11 301 D1 & E5~~ Article 2 of Zoning Code	Application for Administrative ~~Variation~~ Adjustment	N/A - New Section	
~~Section 11 301 D1 & E5~~ Article 2 of Zoning Code	non-refundable fee	$200.00	
Section 11-301 D1 & E14 of Zoning Code: Exceptions	Exceptions as authorized in Zoning Code		Remove following adoption of new Zoning Code
Section 11-301 ES of Zoning Code	non-refundable fee	$350.00	Remove following adoption of new Zoning Code
Section 11-301 ES of Zoning Code	Fee for each additional public hearing requested	$100.00	Remove following adoption of new Zoning Code
~~Section 11 301 D1 & E12~~ Article 2 of Zoning Code: Appeal	Appeal of denial of a site plan or other staff decision		
~~Section 11 301 D1 & E12~~ Article 2 of Zoning Code: Appeal	non-refundable fee	$350.00	
~~Section 11 301 D1 & E12~~ Article 2 of Zoning Code: Appeal	Fee for each additional public hearing requested	$100.00	
Section 11-301 D1 & E6 of Zoning Code: SIC Amendments	S.I.C. Amendment to Zoning Code		Remove following adoption of new Zoning Code
Section 11-301 D1 & E6 of Zoning Code: SIC Amendments	non-refundable fee	$250.00	Remove following adoption of new Zoning Code
Section 11-301 D1 & E6 of Zoning Code: SIC Amendments	escrow deposit for recoverable expenses	$1,000.00	Remove following adoption of new Zoning Code
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Text Amendment	Zoning Code Text Amendment		
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Text Amendment	non-refundable fee	$250.00	
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Text Amendment	escrow deposit for recoverable expenses	$2,500.00	
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Creation of New Zoning District or Other Major Code Amendment	Creation of New Zoning District or other major code amendment		
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Creation of New Zoning District or Other Major Code Amendment	non-refundable fee	$250.00	
~~Section 11 301 D1 & E6~~ Article 2 of Zoning Code: Creation of New Zoning District or Other Major Code Amendment	escrow deposit for recoverable expenses	$10,000.00	
~~Section 11 301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	Initial application for special permit involving only a use change and no site improvements		

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	non-refundable fee	$250.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	escrow deposit for recoverable expenses	$1,500.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	**Initial application for a special permit involving modifications to a site plan**		
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	non-refundable fee	$250.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	escrow deposit for recoverable expenses	$4,000.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	**Additional fee for special permit use requiring review of a traffic study**		
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	non-refundable fee	$250.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	escrow deposit for recoverable expenses	$2,500.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	**Renewal or transfer of a special permit**		
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	non-refundable fee	$150.00	
~~Section 11-301 D1 & E7~~ Article 2 of Zoning Code: Special Permit Application Fee	escrow deposit for recoverable expenses	$1,000.00	
Article 2 of Zoning Code: Design Review Permit Application Fee	**Design Review Permit**		
Article 2 of Zoning Code: Design Review Permit Application Fee	non-refundable fee	$250.00	
Article 2 of Zoning Code: Design Review Permit Application Fee	escrow deposit for recoverable expenses	$1,000.00	
Article 2 of Zoning Code: Temporary Use Permit Application Fee	**Temporary Use Permit**		
Article 2 of Zoning Code: Temporary Use Permit Application Fee	non-refundable fee	$250.00	
~~Section 11-301 D1 & E8~~ Article 2 of Zoning Code	**Application for amendment of Zoning Map or Official Comprehensive Plan Map**		
~~Section 11-301 D1 & E8~~ Article 2 of Zoning Code	non-refundable fee	$500.00	
~~Section 11-301 D1 & E8~~ Article 2 of Zoning Code	escrow deposit for recoverable expenses	$2,500.00	
~~Section 11-301 D1 & E9~~ Article 2 of Zoning Code	**Application for Planned Development approval~~, payable at time of concept plan application~~**		
~~Section 11-301 D1 & E9~~ Article 2 of Zoning Code	non-refundable fee	$500.00	
~~Section 11-301 D1 & E9~~ Article 2 of Zoning Code	escrow deposit for recoverable expenses	$10,000.00	
Section 11-301 D1 & E2 of Zoning Code	**Temporary Retail Sales**		Remove following adoption of new Zoning Code
Section 11-301 D1 & E2 of Zoning Code	non-refundable fee	$100.00	Remove following adoption of new Zoning Code
Section 11-503.1 of Zoning Code	**Major Variations (per variation)**		Remove following adoption of new Zoning Code
Section 11-503.1 of Zoning Code	non-refundable fee	$250.00	Remove following adoption of new Zoning Code
Section 11-503.1 of Zoning Code	escrow deposit for recoverable expenses	$1,500.00	Remove following adoption of new Zoning Code
~~Section 11-803~~ Article 2 of Zoning Code	**Penalties**		
~~Section 11-803~~ Article 2 of Zoning Code	Penalties	Not less than $200.00 nor more than $500.00 for each offense; provided, however that, if service of summons is made by certified mail pursuant to Illinois Revised Statues Chapter	
Section 10: Subdivision Application Fees	**Subdivision & Development Code Fees**		
Sec. 2-102 of Subdivision & Development Code	**Application for Final Engineering Plan approval**		
Sec. 2-102 of Subdivision & Development Code	escrow deposit for recoverable expenses	$500 per lot not to exceed $5000	
Sec. 2-106 of Subdivision & Development Code	**Application for each procedural or standard variation of the subdivision**		
Sec. 2-106 of Subdivision & Development Code	non-refundable fee	$250.00	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$1,000.00	
Sec. 2-106 of Subdivision & Development Code	**Application for Tentative Subdivision Plat approval**		
Sec. 2-106 of Subdivision & Development Code	non-refundable fee	$300.00	
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$500 per lot for first 10 lots and $200 per lot for each additional lot; not to exceed a	
Sec. 2-106 of Subdivision & Development Code	**Application to renew an expiring tentative plat**		
Sec. 2-106 of Subdivision & Development Code	non-refundable fee	$250.00	
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$1,000.00	
Sec. 2-106 of Subdivision & Development Code	**Subdivision, Development or similar agreement**		
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$5,000.00	
Sec. 2-106 of Subdivision & Development Code	**Annexation Agreement or amendment for a Proposed Development or Subdivision**		
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$7,000.00	
Sec. 2-106 of Subdivision & Development Code	**Condominium Conversion Agreement**		
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$7,000.00	
Sec. 2-106 of Subdivision & Development Code	**Transferee Assumption Agreement**		
	escrow deposit for recoverable expenses	$2,500.00	
Sec. 2-106 of Subdivision & Development Code	**Application for Final Subdivision Plat approval**		
Sec. 2-106 of Subdivision & Development Code	non-refundable fee	$300.00	
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$2,000, plus an additional $500 per lot for the first 10 lots plus $250 per lot for each additional lot, not to exceed a total of $10,000.	
Sec. 2-102 of Subdivision & Development Code	**Applications for minor subdivision approval, involving no public improvements**		
Sec. 2-102 of Subdivision & Development Code	non-refundable fee	$50 per lot	
Sec. 2-102 of Subdivision & Development Code	escrow deposit for recoverable expenses	$2,500.00	
Sec. 2-102 of Subdivision & Development Code	**Application for a plat of consolidation with no site improvements**		
Sec. 2-102 of Subdivision & Development Code	non-refundable fee	$50.00	
Sec. 2-102 of Subdivision & Development Code	escrow deposit for recoverable expenses	$1,000.00	
Sec. 2-106 of Subdivision & Development Code	**Applications for minor subdivision approval, involving no public improvements**		
Sec. 2-106 of Subdivision & Development Code	non-refundable fee	$50 per lot	
Sec. 2-106 of Subdivision & Development Code	escrow deposit for recoverable expenses	$2,500.00	
Sec. 4-101 of Subdivision & Development Code	**Public Land Dedication and Contribution Standards**		
Sec. 4-101G5(b) of Subdivision & Development Code	Fair Market Value of Improved Land in and Surrounding the Village	$500,000.00 Per acre	
Sec. 4-101G7(a) of Subdivision & Development Code	Per Capita Costs for Library Capital Improvements	$100.33	
Cook County Property Tax Incentive Applications	**Village application for Cook County property tax incentive and associated**		
Cook County Property Tax Incentive Applications	non-refundable fee	$5,000.00	
Other Administrative Fees	**The following fees are applicable to Fire Department personnel, equipment and special services per the current CBA. Unless othewise noted, all equipment rates follow the current FEMA Schedule of Equipment Rates.**		
Other Administrative Fees	Firefighter/paramedic/engineer driver (4-hour minimum)	Average hourly rate x 1.5 *for rank and number listed*	
Other Administrative Fees	Lieutenant (4-hour minimum)	Average hourly rate x 1.5 *for rank and number listed*	
Other Administrative Fees	Administrative Chief Officers and Directors	Average hourly rate for rank and number listed	
Other Administrative Fees	Fire Inspector (2-hour minimum)	Average hourly rate x 1.5 *for rank and number listed*	
Other Administrative Fees	Ambulance/vehicle (FEMA Ambulance #8041)	$48.32	
Other Administrative Fees	Fire Engine **(**pumper**)** or Rescue Squad (FEMA Truck, Fire Pump 1250 GPM #8691)	$92.40	
Other Administrative Fees	Fire Aerial ladder (FEMA Truck, Fire 100' Ladder #8684)	$220.55	
Other Administrative Fees	Administrative Fee for each incident billing	10% of amount billed	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Other Administrative Fees	Document Subpoena Service	$20.00/or $0.25 per page	
Other Administrative Fees	Off Duty Police Officer (3 hour minimum)	Rates equate time and one half at maximum hourly rate for a patrol officer.	
Other Administrative Fees	With Police Vehicle	$10.00 additional	
Other Administrative Fees	Traffic Accident Reports Copy Fee (Waived for Northbrook residents)	$5.00 a report Attached Photos: Xerox Copies - color (8 1/2 X 11) $0.50 ea.page color (oversize page) 1.50 ea. page	
Other Administrative Fees	**Reports** (Waived for Northbrook residents) (Not requested through the Freedom of Information Act)	$5.00	
Other Administrative Fees	Police Department Fingerprinting Fee: For each Person to be Fingerprinted (Additional fees charged by the Illinois State Police will be required)	$25.00	
Other Administrative Fees	Additional Fee charged by the Illinois State Police (To process Fingerprints)	As determined by the Illinois State Police	
Other Administrative Fees	Photographs Basic Fee (Waived for Northbrook Residents)	Cost based on color or b/w. Cost per page	
Other Administrative Fees	Copies of DVD from Squad Cars for Traffic Stops	$1.00	
Other Administrative Fees	Public Truck Scale Use	$5.00 per axle	
Other Administrative Fees	Temporary "No Parking" Cones (Used for parties, weddings, etc.) Refunded when cones are returned. (Deposit)	$10.00 each	
Other Administrative Fees	Counseling Services Deferred Prosecution Fee	$235.00 per case	
Other Administrative Fees	Maintenance Worker - Regular Time (Inclusive of Benefits) (hourly labor rates with benefits added in at 35% of the average hourly rate for regular time.)	$59.06	
Other Administrative Fees	Maintenance Worker - Overtime (Inclusive of Benefits) (Overtime labor rates were taken at 1.5 times the average hourly rate with benefits added in at 16% of the average overtime rate.)	$76.12	
Other Administrative Fees	Automobiles (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - Pick-ups, Utility trucks, and vans (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - 5 Ton Dumps (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - 4x6 Dumps (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - Aerial Lift (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - Sewer Flusher/Cutter (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - Vacuum Sweeper (7.2 Yard Capacity, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trucks - Vactor (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Backhoe 75 HP (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Skid Steer Loader (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Skid Steer with Auger (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Skid Steer with Hydraulic Breaker (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Front-End Loader 105 HP (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Tractors - Weed Mower 87 HP (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Snow Blower - 1400 TPH (Plus Cost of Front End Loader, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Snow Plows - 10' or Larger (Plus Cost of Truck, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Snow Plows - 6-7.5' (Plus Cost of Truck, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Snow Plows - V Plow (Plus Cost of Truck, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Salt Spreaders (Plus Cost of Truck, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Calcium Chloride Spreader (Plus Cost of Truck, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Roller, Vibratory with Trailer (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Air Compressor with Tools - 185 CFS (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Brush Chipper (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Pavement Striper (Per Hour)	Current FEMA Reimbursable Rate for	

VILLAGE OF NORTHBROOK
ANNUAL FEE ORDINANCE - FEE SECTIONS

Annual Fee Ordinance (Municipal Code Section)	Description	FY 2026 Fees (Effective 5/1/2025)	NOTES
Other Administrative Fees	Trash Pumps - Up to 2" (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trash Pumps - 3" (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Hose for Trash Pump - Up to 3" (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trash Pumps - 4" diesel (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Hose for Trash Pump - Up to 4" (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trash Pumps - 6" gasoline (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Hose for Trash Pump - 6" (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Concrete/Asphalt Saw - 56 HP (Handheld, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Concrete/Asphalt Saw - 56 HP (Walk Behind, Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Auger (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Trencher - 10 HP (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Root Pruner (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Compactor (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Generator - 15 KW (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Generator - 45 KW (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Message Board - Trailer Mounted/Solar (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Arrowboard - Trailer Mounted/Solar (Per Hour)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Barricades (Per Day)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Cones Deposit	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Asphalt - Hot Mix (Per Ton)	Current Board Awarded Material Costs	
Other Administrative Fees	Asphalt - UPM/Cold Patch (Per Ton)	Current Board Awarded Material Costs	
Other Administrative Fees	Concrete (Per Yard)	Current Board Awarded Material Costs	
Other Administrative Fees	Stone and/or Sand (Per Ton)	Current Board Awarded Material Costs	
Other Administrative Fees	Salt (Per Ton)	Current Board Awarded Material Costs	
Other Administrative Fees	traffic Sign Rental - 4'x4' High Visibility Sign (Per Day)	Current FEMA Reimbursable Rate for	
Other Administrative Fees	Traffic Sign Purchases - 12"x18" Sign (Per Sign)	$26.50	
Other Administrative Fees	Traffic Sign Purchases - 18"x24" Sign (Per Sign)	$29.00	
Other Administrative Fees	Traffic Sign Purchases - 24 x 30" Warning Sign (Per Sign)	$47.00	
Other Administrative Fees	Traffic Sign Purchases - 30" Warning Sign (Per Sign)	$52.00	
Other Administrative Fees	Traffic Sign Purchases - 36" Yield Sign (Per Sign)	$37.00	
Other Administrative Fees	Traffic Sign Purchases - 9"x36" Double Street Sign (Per Sign)	$57.00	
Other Administrative Fees	Traffic Sign Purchases - Stop Sign (Per Sign)	$49.00	
Other Administrative Fees	Fee for Fire Lane Sign (Each)	$75.00	
Other Administrative Fees	Channel Post with Hardware - 3' Square Post (Per Post)	$10.00	
Other Administrative Fees	Channel Post with Hardware - 10' Square Post (Per Post)	$22.00	
Other Administrative Fees	Channel Post with Hardware - 7' Post (Per Post)	$7.00	
Other Administrative Fees	Channel Post with Hardware - 10' Post (Per Post)	$15.00	
Other Administrative Fees	Channel Post with Hardware - Sign Cap (Per Piece)	$5.50	
Other Administrative Fees	Water (Per 1,000 Gallons) BULK WATER SALES TO CONTRACTORS	$7.27	
Other Administrative Fees	Fire Hydrant Meter Replacement Cost	$500.00	
Other Administrative Fees	Fire Hydrant Wrench Replacement Cost	$32.00	
Other Administrative Fees	Storage Fee at Public Works (Per Day)	$10.00	
Other Administrative Fees	Personnel Labor Charge	Labor charge shall be two times the average hourly salary by class of the personnel involved.	
Other Administrative Fees	When the use of an Automobile is required	$13.00	
Other Administrative Fees	Copies - DVD's	$1.00	
Other Administrative Fees	Copies - Flashdrives	$3.00	
Other Administrative Fees	Building Codes - *List of local amendments*	$5.00	
Other Administrative Fees	Land Use/Comprehensive Plan	$20.00	
Other Administrative Fees	Zoning Code	$35.00	
Other Administrative Fees	Standards & Specifications for Public and Private Improvements	$25.00	
Other Administrative Fees	Subdivision Code	$25.00	

Exhibit K

Sec. 1-12. - Payment of fees.

(a) All fees, service charges, charges, rates or similar impositions (collectively referred to as "fees") set forth in the annual fee ordinance and required to be paid pursuant to this Code must be fully paid and satisfied within 30 days after the village's request for payment is made by invoice or otherwise. In the event that a shorter or longer payment period is expressly stated in this Code or otherwise established by the village with respect to a specific fee, such shorter or longer payment period shall govern for that specific fee.

(b) The failure to pay any fee within the applicable time period for payment:

1) Constitutes an offense by the party applying for the service, permit or matter for which the fee is imposed; and
2) Constitutes an offense by the user of the service, permit or matter for which the fee is imposed; and
3) Constitutes a lien on the real property, if any, to or upon which the service, permit or matter is applied or used; provided however, that:
    a. The village manager shall file, or cause to be filed, a notice of such lien in the office of the cook county clerk, which notice must consist of a sworn statement setting out:
        1. A legal or other description sufficient for the identification of the property.
        2. The amount of the money due.
        3. The date when such amount became due.
        4. Notice that costs of collection, including attorneys' fees, will be added to the unpaid amount; and
    b. No less than ten days prior to the filing of the notice of lien, the village manager will mail, or cause to be mailed, by certified mail, return receipt requested, a copy of the notice of lien to the current or last known owner of the property.

    Any lien filed pursuant to this section may be foreclosed in the manner provided by statute for mortgages or mechanics' liens.

(c) If the village is in receipt of a personal check that draws on an account with insufficient funds, the village will assess an additional fine in accordance with the annual fee ordinance against the delinquent party. Such delinquent amount and additional fine shall be due immediately.

(d) If the village utilizes the services of a collection agency to collect delinquent payments from a delinquent party, the village will assess an additional fee in accordance with the annual fee ordinance against the delinquent party.

(e) No fees required pursuant to Article 2 of the Zoning Ordinance shall be required of any public body or agency deriving the majority of its revenues from taxes levied within the Village of Northbrook. Nothing in this subsection shall prohibit the Village

Manager from requiring all public bodies and agencies to reimburse the Village for third-party expenses, including consultant and legal fees.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2025-12-09
Subject: A Resolution Approving an Agreement with Garland/DBS, Inc. of Cleveland Ohio for the Purchase and Installation of Solar Panels on the Public Works Center Roof

Overview

As part of the Village's commitment to sustainability, the installation of solar panels will provide an opportunity for the facility to offset energy consumption at the Public Works Center by generating renewable energy.

Fiscal Impact

The design and installation of the total project without potential incentives is $306,089. A total of $571,000 has been appropriated for this project in the adopted FY26 budget within the Building and Permanent Improvements Fund 11-4100-703-00. Staff recommends a 10% contingency be approved in the amount of $30,608, for any unforeseen field conditions, for a total contract amount of $336,698.

Staff is working to secure Federal and State Solar Tax Credits as well as rebates from ComEd which may result in a net project cost of $105,064.

Recommendation

Approval.

Background

In 2024, Garland/DBS, Inc., (Garland) and its partner SunPeak of Madison, WI, analyzed the possibilities for solar energy generation at the Public Works Center (PWC). The Village worked with Garland, who was awarded a contract through Omnia Partners, a governmental

joint purchasing cooperative, in conjunction with their recent installation of the new roof at the Public Works Center so as to not void the Village's 30-year warranty of the work. Garland worked with their partners Vector Engineers, SunPeak, and Waukegan Roofing to review the project. Vector Engineers confirmed that the roof could support the solar panels and associated equipment. Garland and SunPeak developed three different configurations of solar arrays varying in size, cost and energy output as shown in the attached Supplemental Information.

After evaluating the three options, staff recommended Option B as it will offset energy consumption associated with the existing space heat meter which averages 95,302 kWh per year. Staff anticipates the project will be completed by April 30, 2026, which will secure the Village’s eligibility for the federal solar tax credits. Nonprofit or tax exempt entities that begin construction by July 4, 2026, and are completed by December 31, 2027, can receive the full 30% Income Tax Credit (ITC) as a direct cash payment from the federal government.

Garland's subcontractor, SunPeak will be installing a photovoltaic (PV) system which is detailed in the contract included as Exhibit A. The PV system converts sunlight into electricity using photovoltaic cells that create an electric field when exposed to sunlight. The individual solar panels are Bifacial Solar Panels and will be secured with a mounting system which includes rails and clamps to hold everything together. The panels will be set in positions for maximum sunlight exposure.

Bifacial panels come with a 30-year performance warranty but the capacity will be reduced over time ranging from 0.25% to 0.35% per year after the first year of operation. The maximum power point/watts generated at the time of installation is 450. Although the PWC uses electricity to support its overall operations, Constellation Energy only bills the Village for the electricity used to provide heat to the center core of the facility and to run the truck scale located in the yard of the PWC.

Final design and layout of the panels will be submitted to the Village for its approval prior to the installation and as built drawings upon the projects completion. The installation of solar panels requires the penetration of the roof with screws to ensure the solar panel frames are secured. Garland will serve as the General Contractor, working with their team of SunPeak to procure the solar panels and install them and Waukegan Roofing for the waterproofing/sealing of the roof following the installation of the solar panels to maintain the roof warranty.

As previously mentioned, Garland participates in the Omnia Partners joint purchasing group and as such, continuing with Garland offers full compliance with the Village's procurement requirements. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Staff will be in attendance at the Village Board meeting for any questions that may arise.

A Resolution Approving an Agreement with Garland/DBS, Inc. of Cleveland Ohio for the Purchase and Installation of Solar Panels on the Public Works Center Roof
Exhibit A - Contract for Installation of Solar Panels at Public Works Center
Supplemental Information - Proposal for Solar Options at Public Works Center

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 Approving an Agreement with Garland/DBS, Inc. of Cleveland Ohio for the Purchase and Installation of Solar Panels on the Public Works Center Roof

is hereby adopted, as follows:

Section 1. RECITALS.

The Village of Northbrook ("***Village***") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970. The Village owns the Public Works Center ("***PWC***") located at 655 Huehl Road, Northbrook, Illinois.

The PWC was re-roofed by Garland/DBS, Inc. of Cleveland, OH ("***Vendor***") and its subcontractor, Waukegan Roofing Co, Inc. of Mundelein, IL ("***Roofing Vendor***") in 2024. At that time the Village explored the feasibility of installing solar panels on the roof of the PWC and worked with the Vendor and its partner SunPeak of Madison, WI ("***Solar Vendor***") to conduct a structural review of the roof. The Vendor confirmed that the roof could support the solar panels and associated equipment.

The installation of solar panels requires the penetration of the roof with screws to ensure the solar panel frames are secured. Although the materials and installation of the solar panels are provided by the Solar Vendor, it is critical that the Village continues to work with the Vendor and Roofing Vendor on the installation of any solar panels to prevent voiding the warranty of the roof installed at the PWC in 2024. The Roofing Vendor will waterproof all the new penetrations to the roof in accordance with the warranty.

The Vendor proposed a prevailing wage fee for the design and installation of solar panels at total project cost, without potential incentives, of $306,089 ("***Agreement***"). A total of $571,000 has been appropriated for this project in the Adopted FY 2025-26 budget within the Building and Permanent Improvements Account (11-4100-703-00) of the General Fund. Staff recommends a 10% contingency be approved in the amount of $30,608 for any unforeseen field conditions for a total agreement amount of $336,698. Vendor participates in the Omnia Partners joint purchasing group and, as such, continuing with Vendor offers full compliance with the Village's procurement requirements.

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

Section 2. APPROVAL OF AGREEMENT.

The Agreement with the Vendor is approved in substantially the form attached to this Resolution as ***Exhibit A*** and in a final form satisfactory to the Village Manager and Village Attorney.

Section 3. AUTHORIZATION TO EXECUTE AGREEMENT.

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

Section 4. AUTHORIZATION OF EXPENDITURE.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the purchase, design and installation of solar panels from the Vendor at the pricing set forth in ***Exhibit A***.

Section 5. AUTHORIZATION TO EXECUTE CHANGE ORDERS.

The Village Manager is authorized to execute one or more Agreement Change Orders for additional work related to unforeseen field conditions in the amount of $30,608, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Agreement file.

Adopted:

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

ATTEST:

_____
Village President

_____
Village Clerk

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

GARLAND/DBS, INC.

FOR THE INSTALLATION OF SOLAR PANELS

AT THE PUBLIC WORKS CENTER

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

GARLAND/DBS, INC.

FOR THE INSTALLATION OF SOLAR PANELS

AT THE PUBLIC WORKS CENTER

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PERFORMANCE BOND
LABOR AND MATERIAL PAYMENT BOND

CONTRACT BETWEEN

VILLAGE OF NORTHBROOK

AND

GARLAND/DBS, INC.

FOR THE INSTALLATION OF SOLAR PANELS AT THE PUBLIC WORKS CENTER

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a home rule municipal corporation ("Owner"), and GARLAND/DBS, INC. located 3800 East 91st Street, Cleveland, Ohio 44105, a corporation ("Contractor"), make this Contract as of the ___ day of November, 2025, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

1. Installation Services. Provide, perform and complete, in the manner described and specified in this Contract, all necessary work, labor, and services necessary to install ("Installation Services") the Project for the Work Site, as defined in Attachment A, in accordance with the terms of this Contract; the Scope of Services, Garland/DBS Inc. Proposal, Roofing Material & Services Proposal attached as Attachments B through D; and the Prevailing Wage Ordinance attached hereto as Appendix I.

2. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, in accordance with the Scope of Services and the Special Project Requirements.

3. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

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

5. Taxes. Pay all applicable federal, state, and local taxes.

6. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections,

and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

7. Quality. Provide, perform and complete all of the foregoing in a proper, professional, and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 Commencement and Completion Dates

A. Commencement and Completion Dates. Contractor shall commence the Work not later than the "Commencement Date" set forth in Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date," and all Interim Dates set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

B. Construction Commencement Date. Notwithstanding anything to the contrary in Subsection 1.2A of this Contract, Contractor shall not commence construction of the Project until Owner has approved all required submittals.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Signature and Seal. All submittals provided by Contractor to Owner pursuant to the Scope of Services, including without limitation, all drawings, calculations, specifications, certifications, shop drawings and other submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants, agents, and assigns shall be entitled to rely upon the adequacy, accuracy and completeness of the Work, certifications and approvals performed by such design professionals.

C. Deviations. All submittals that contain deviations from this Contract shall be accompanied with a report identifying such deviations and an explanation for each deviation. No deviations shall be deemed accepted by Owner unless explicitly accepted by Owner in a Change Order.

D. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11-

inch paper. Three 11" x 17" prints of each drawing shall be provided. All drawings shall be clearly marked in the lower right-hand corner with the project name and names of Owner and Contractor and latest revision date.

E. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

F. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide professional services, workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in

excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all wet roofing insulation and notifying the Owner prior to the start of work. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from the Contract.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel (and approved subcontractors) and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision,

performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of

such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase in fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

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

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. **Scope of Warranty for Work.** Contractor warrants that the Work, including the Installation Services, and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Work. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. **Corrections to Work.** Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Contractor shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Installation Services necessary as a result of Contractor's errors, omissions, negligent acts, or failure to meet the warranties in Section 3.2A.

C. **Scope of Warranty for Work**. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

D. **Length of Warranty; Repairs; Extension of Warranty**. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranties that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment C to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2D relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

E. **Subcontractor and Supplier Warranties**. Whenever Attachment B or Attachment C requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within five business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all reasonable resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

3.4 Risk of Loss.

The Work and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Contractor. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Work as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.4 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for such damages, losses or costs.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however, the Work may not begin until such polices are submitted. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty

pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner and all of its elected and appointed officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

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

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended, 820 ILCS 130/5.

D. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within five business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such

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

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the reasonable cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

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

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

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time or in accordance with the Project Schedule, as such times may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

A. No Collusion. Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

B. Prohibited Interests. Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become

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

7.5 Confidential Information

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

7.6 Ownership of Contract Drawings

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Contractor in connection with any or all of the Work (collectively, the "Design Documents"), including the Final Design, shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Design Documents shall be delivered promptly to Owner. Contractor shall have the right to retain copies of the Design Documents for its files. Contractor shall maintain files of all Design Documents unless Owner shall consent in writing to the destruction of the Design Documents. Contractor shall make, and shall cause all of its subcontractors to make, the Design Documents available for Owner's review, inspection and audit during the entire term of the Contract and for three years after termination of the Contract; provided, however, that prior to the disposal or destruction of the Design Documents by Contractor or any of its subcontractors following said three year period, Contractor shall give notice to Owner of any Design Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Contractor or any of its subcontractors not to dispose of or destroy said Design Documents and to require Contractor or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

Village of Northbrook - Finance
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Kelly Hamill, Director of Public Works
Email: Kelly.hamill@northbrook.il.us

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

GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, Ohio 44105
Attention: Evan Clark

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

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

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws, Grants and Loans

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance

ascertaining the prevailing rate of wages in effect as of the date of this Contract has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant or loan received by Owner or Contractor with respect to this Contract or the Work.

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

Contractor and its employees, agents, and subcontractors will comply with the Owner's Standard Operating Procedure No. 11-057 "No Weapons" effective May 13, 2014 at all times during the performance of the Work.

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

7.13 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover

the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.14 Time

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

7.15 Severability

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

7.16 Entire Agreement

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

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors' or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

7.17 Amendments

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

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

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

(SEAL)

Attest/Witness:

By: _____
Derek Gau

Title: Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara Pavlicek

Title: Village Manager

Attest/Witness:

By: _____
[Company's Witness]

Title: _____

GARLAND/DBS, INC.

By: _____
Brian Lambert

Title: President

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

STATE OF ~~ILLINOIS~~ Ohio)
) SS
COUNTY OF Cuyahoga)

CONTRACTOR'S CERTIFICATION

, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq.; (ii) a violation of either Section 33E-3 or Section 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this 11 day of November, 2025.

By: _____
[Company's Witness]

Title: Coordinator

By: _____
Brian Lambert

Title: President

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

Subscribed and Sworn to before me this 11 day of 11, 2025.

My Commission Expires: 11-6-2025

_____
Notary Public

[SEAL]

HEIDI JEANETTE DOBSON, NOTARY PUBLIC #2016-RE-613324 EXP 11/5/26 STATE OF OHIO

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

   Design and installation of solar panels for the Owner's Public Works Center.

2. **Work Site**:

   655 Huehl Road, Northbrook, IL

3. **Permits, Licenses, Approvals, and Authorizations**:

   Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, no exceptions. Owner will waive permit fees for Owner-issued permits.

4. **Commencement Date**:

   The date of execution of the Contract by Owner.

   Construction Commencement Date: Upon final design approval by Village and receipt of fully executed contract, bonds and insurance.

5. **Completion Date**:

   On or before April 30, 2026, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

6. **Insurance Coverages**:

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

      (1) Worker's Compensation: Statutory;

      (2) Employer's Liability:

      $500,000 injury-per occurrence

      $500,000 disease-per employee

      $500,000 disease-policy limit

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

   B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than:

      (1) Bodily Injury:

$1,000,000 per person

$1,000,000 per occurrence

(2) Property Damage:

$1,000,000 per occurrence

$1,000,000 aggregate

All employees shall be included as insureds.

C. Professional Liability Insurance with a limit of liability of not less than $2,000,000 per occurrence and covering Contractor against all sums that Contractor may be obligated to pay on account of any liability arising out of the Contract.

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

(1) General Aggregate: $5,000,000

(2) Bodily Injury:

$1,000,000 per person

$1,000,000 per occurrence

(3) Property Damage:

$1,000,000 per occurrence, and

$1,000,000 aggregate.

(4) Other Coverages: None

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

E. This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

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

G. Deductible. Each policy shall have a deductible or self-insured retention of not more than $5,000.

H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability
Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

The Village of Northbrook, Illinois and all of its elected and appointed officials, officers, employees, attorneys, agents, and representatives.

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

Additional Insured	Policy or Policies
None	

7. **Contract Price**:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work as noted in the Contract and Garland/DBS, Inc. Roofing Material and Services Proposal #25-IL-240558.

TOTAL CONTRACT PRICE:

$306,089

B. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

8. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that

is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge**:

Two Hundred and Fifty Dollars ($250.00)

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

ATTACHMENT B

SCOPE OF SERVICES

REFER TO SEPARATE GARLAND/DBS, INC. PROPOSAL

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Northbrook
Public Works (Solar)
655 Huehl Rd
Northbrook, Illinois 60062

Date Submitted: 11/03/2025
Proposal #: 25-IL-240558
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Design Parameters**
   Code: International Building Code, 2018 Edition
   Risk Category: II
   Design wind speed, Vult: 107 mph (3-sec gust)
   Wind exposure category: C
   Ground snow load, Pg: 30 psf
2. **Existing Roof Structure**
   Roof structure: Pre-Engineered Metal Building
   Roofing material: built up roofing
   Roof pitch: 4:12

3. **Connection to Roof**
   Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
   Maximum mounting spacing along rails:
   Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
   Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
   Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
   Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
   Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer
4. **Conclusions**
   Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.
   See attached calculations.

Note: Additional Cost Incentives not Included:
Federal Elective Pay
ComEd Rebate
Sum of all SREC Payments

Option B: Optimal System to Offset Heat Meter

Proposal Price Based Upon Market Experience:	**$**	**306,089**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$**	**306,089**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is included as it pertains to the scope.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

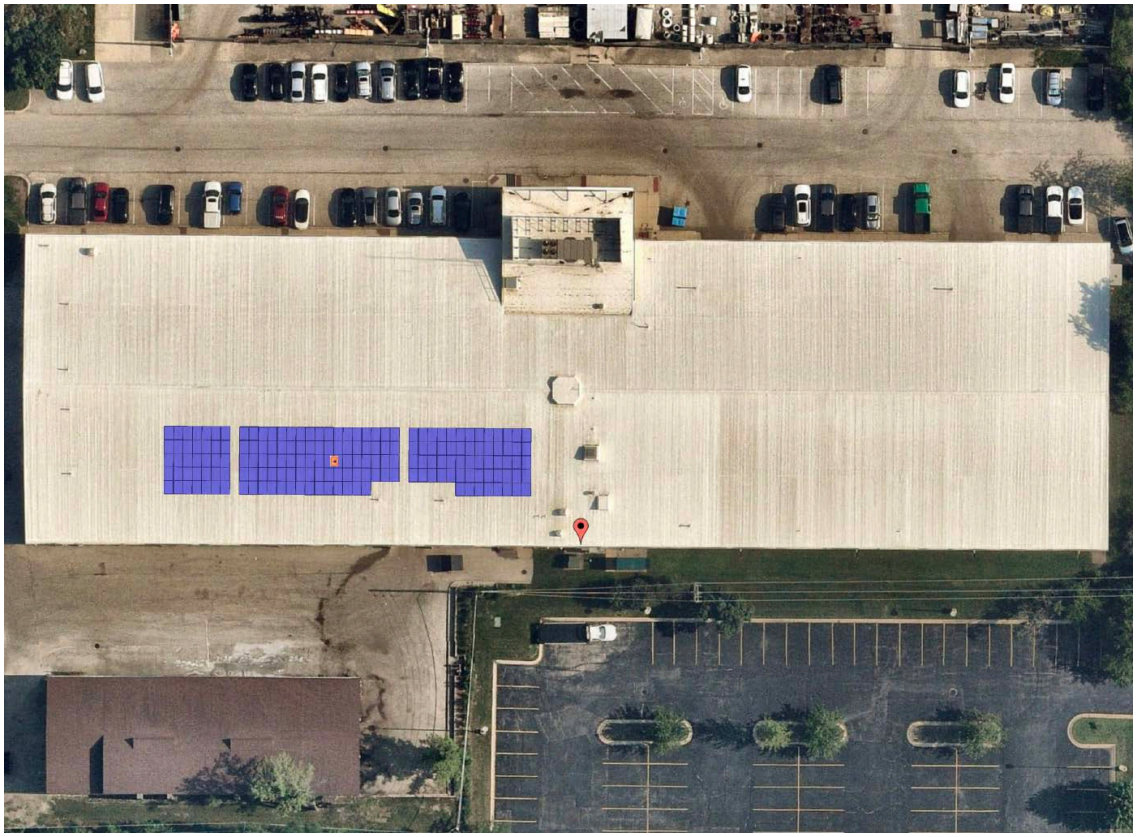
Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

System Price	**$306,089 ***	**Final contract price for all equipment and installation services.**
Illinois Shines Contract Fees	$6,639	Collateral and application fees. Only applicable if applying for Illinois Shines program.
Federal Rebate	($91,920)	Direct payment in lieu of tax credit.
ComEd DG Rebate	($20,000)	Cash rebate equal to $250/kWdc, which is paid in full after system commissioning.
Net Investment at Year 1	**$200,808**	**Year 1 investment after all first year rebates and incentives.**
Illinois Shines Contract	($95,744)	Payments for the Renewable Energy Credits (RECs) from your system over 15 years. Paid out over 6 years.
New Investment	**$105,064**	**Lifetime investment after incentives. Does not include utility cost savings.**

*Assumes no permit fees



VSE Project Number: U5963.0026.241

April 12, 2024

SunPeak, LLC
ATTENTION: Michael Turney
1026 Ann Street
Madison, WI 53713

REFERENCE: Northbrook DPW Building: 655 Huehl Road, Northbrook, IL 60062
SunPeak, LLC Project: 240003
Solar Array Installation

To Whom It May Concern:

We have reviewed the existing structure at the above referenced site. The purpose of our review was to determine the adequacy of the existing structure to support the proposed installation of solar panels on the roof as shown on the panel layout plan.

Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.

Design Parameters

Code: International Building Code, 2018 Edition
Risk Category: II
Design wind speed, Vult: 107 mph (3-sec gust)
Wind exposure category: C
Ground snow load, Pg: 30 psf

Existing Roof Structure

Roof structure: Pre-Engineered Metal Building
Roofing material: built up roofing
Roof pitch: 4:12

Connection to Roof

Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
Maximum mounting spacing along rails:
Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer

Conclusions

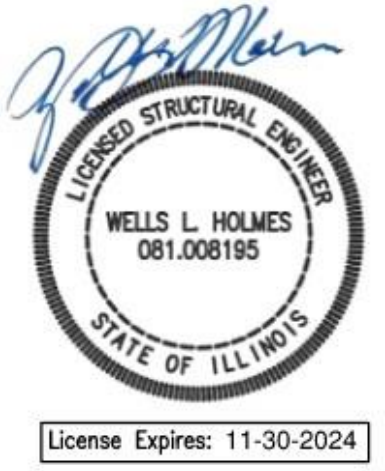
Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation. See attached calculations.

The solar array will be flush-mounted (no more than 10" above the roof surface) and parallel to the roof surface. Thus, we conclude that any additional wind loading on the structure related to the addition of the proposed solar array is negligible. The attached calculations verify the capacity of the connections of the solar array to the existing roof against wind (uplift), the governing load case. Increases in lateral forces less than 10% are considered acceptable. Thus the existing lateral force resisting system is permitted to remain unaltered.

Limitations

Installation of the solar panels must be performed in accordance with manufacturer recommendations. All work performed must be in accordance with accepted industry-wide methods and applicable safety standards. The contractor must notify Vector Structural Engineering, LLC should any damage, deterioration or discrepancies between the as-built condition of the structure and the condition described in this letter be found. The use of solar panel support span tables provided by others is allowed only where the building type, site conditions, site-specific design parameters, and solar panel configuration match the description of the span tables. The design of the solar panels, solar racking (mounts, rails, etc.) and electrical engineering is the responsibility of others. Waterproofing around the roof penetrations is the responsibility of others. Vector Structural Engineering assumes no responsibility for improper installation of the solar array. Vector Structural Engineering shall be notified of any changes from the approved layout prior to installation.

VECTOR STRUCTURAL ENGINEERING, LLC
IL Firm License: 184.005810 - COA



04/12/2024

Wells Holmes, S.E.
IL License: 81.008195 - Expires: 11/30/2024
Project Engineer

Enclosures

WLH/lpo

JOB NO.: U5963.0026.241
SUBJECT: WIND PRESSURE

PROJECT: Northbrook Dpw Building

Components and Cladding Wind Calculations

Label: Solar Panel Array

Note: Calculations per ASCE 7-16

SITE-SPECIFIC WIND PARAMETERS:

Basic Wind Speed [mph]:	107
Exposure Category:	C
Risk Category:	II

Notes:

ADDITIONAL INPUT & CALCULATIONS:

Height of Roof, h [ft]:	26	(Approximate)			
Comp/Cladding Location:	Gable Roofs 7° < θ ≤ 20°				
Enclosure Classification:	Enclosed Buildings				
Zone 1, 2e GCp:	2.00	Figure 30.3-2B (negative coeff.)	Zone 1, 2e γ_a:	0.68	Fig. 29.4-8
Zone 2n, 2r, 3e GCp:	2.91		Zone 2n, 2r, 3e γ_a:	0.77	
Zone 3r GCp:	3.49		Zone 3r γ_a:	0.77	

α:	9.5	Table 26.11-1
z_g [ft]:	900	Table 26.11-1
K_h:	0.95	Table 26.10-1
K_e:	0.98	Table 26.9-1
K_{zt}:	1	Equation 26.8-1
K_d:	0.85	Table 26.6-1
Velocity Pressure, q_h [psf]:	23.2	Equation 26.10-1
γ_E:	1.50	Section 29.4.4

WIND PRESSURES:

Equation 29.4-7 $p = q_h (GC_p)(\gamma_E)(\gamma_a)$

Zone 1, 2e, p [psf]:	47.3	psf (1.0 W)	
Zone 2n, 2r, 3e, p [psf]:	78.4	psf (1.0 W)	
Zone 3r, p [psf]:	62.6	psf (1.0 W)	(γ_E = 1.0 for Zone 3r)

(a = 10.4 ft)

JOB NO.: U5963.0026.241
SUBJECT: CONNECTION

PROJECT: Northbrook Dpw Building

Calculate Uplift Forces on Connection

	Pressure (0.6 Dead -0.6 Wind) (psf)	Max Trib. Width[1] (ft)	Max Trib. Area[2] (ft^2)	Max Uplift Force (lbs)
Zone 1, 2e	26.6	6.0	19.8	525
Zone 2n, 2r, 3e	45.2	3.5	11.5	521
Zone 3r	35.8	3.5	11.5	412

Calculate Connection Capacity

Metal Screw Name:	Common
Metal Screw Size:	1/4"
Metal Type:	Steel
Metal Gauge Attaching To[3]:	22 ga
Ultimate Capacity[4] [lbs/in]:	198
Factor of Safety:	3
Number of Screws:	8
Prying Coefficient:	1
Total Capacity [lbs]:	528

Determine Result

Maximum Demand [lbs]:	525
Connection Capacity [lbs]:	528

Result: **Capacity > Demand, Connection is adequate.**

Notes

1. 'Max Trib. Width' is the width along the rails tributary to the connection.
2. 'Max Trib Area' is the product of the 'Max. Trib Width' and 1/2 the panel width/height perpendicular to the rails. (2) rails per row of panels. Length of panels perpendicular to the rails shall not exceed 79".
3. Metal gauge has been verified in field.
4. Ultimate capacity values are taken from the SSMA design guide.
5. Metal is assumed to be Fy= 35 ksi

JOB NO.: U5963.0026.241
SUBJECT: GRAVITY LOADS

PROJECT: Northbrook Dpw Building

GRAVITY LOADS

Roof Pitch: 4.0 :12

ROOF DEAD LOAD (D)	Design material weight [psf]	Increase due to pitch	Material weight [psf]
Built Up Roofing	4.2	1.05	4.0
22 gauge metal roof	1.1	1.05	1.0
Framing	3.0		3.0
Rigid Insulation	0.5		0.5
Ceiling	2.1	1.05	2.0
M, E & Misc	4.1		3.5
Total Existing Roof DL	15.0		
PV Array DL	3.2	1.05	3

ROOF LIVE LOAD (Lr)

Existing Design Roof Live Load [psf]	12	ASCE 7-16 Table 4.3-1
Roof Live Load With PV Array [psf]	0	2018 IBC, Section 1607.13.5

SNOW LOAD (S):

	Existing	w/ Solar Array	
Roof Slope [x:12]:	4.0	4.0	
Roof Slope [°]:	18	18	
Ground Snow Load, p_g [psf]:	30	30	ASCE 7-16, Section 7.2
Terrain Category:	C	C	ASCE 7-16, Table 7.3-1
Exposure of Roof:	Fully Exposed	Fully Exposed	ASCE 7-16, Table 7.3-1
Exposure Factor, C_e:	0.9	0.9	ASCE 7-16, Table 7.3-1
Thermal Factor, C_t:	1.2	1.2	ASCE 7-16, Table 7.3-2
Risk Category:	II	II	ASCE 7-16, Table 1.5-1
Importance Factor, I_s:	1.0	1.0	ASCE 7-16, Table 1.5-2
Flat Roof Snow Load, p_f [psf]:	23	23	ASCE 7-16, Equation 7.3-1
Minimum Roof Snow Load, p_m [psf]:	0	0	ASCE 7-16, Section 7.3.4
Unobstructed Slippery Surface?	No	No	ASCE 7-16, Section 7.4
Slope Factor Figure:	Figure 7-2c	Figure 7-2c	ASCE 7-16, Section 7.4
Roof Slope Factor, C_s:	1.00	1.00	ASCE 7-16, Figure 7.4-1
Sloped Roof Snow Load, p_s [psf]:	23	23	ASCE 7-16, Equation 7.4-1
Design Snow Load, S [psf]:	23	23	

JOB NO.: U5963.0026.241
SUBJECT: LOAD COMPARISON

PROJECT: Northbrook Dpw Building

Summary of Loads

	Existing	With PV Array
D [psf]	15	18
Lr [psf]	12	0
S [psf]	23	23

Maximum Gravity Loads:

	Existing	With PV Array	
D + Lr [psf]	27	18	ASCE 7-16, Section 2.4.1
D + S [psf]	38	41	ASCE 7-16, Section 2.4.1

Maximum Gravity Load [psf]:	40	41
	See note below.	
Ratio Proposed Loading to Current Loading:		**102%** **OK**

The gravity loads, and thus the stresses of the structural elements, in the area of the solar array are either decreased or increased by no more than 5%. Therefore, the requirements of Section 806.2 of the 2018 IEBC are met and the structure is permitted to remain unaltered.

Note: The portal frames were originally designed for 40 psf (see drawings by Gassman Engineering Inc, Dated March 12, 1973, Sheet S2)

JOB NO.: U5963.0026.241

PROJECT: Northbrook DPW **SUBJECT:** C & Z PURLIN ANALYSIS

Summary of Applicable Loads

Roof Dead Load, D [psf]:	12.0	(doesn't include the framing weight)
Roof Live Load, L_r [psf]:	20	
Balanced Snow Load, S (p_f or p_s) [psf]:	23	
Minimum Snow Lod, S (p_m) [psf]:	0	

Purlin Analysis:

Purlin Label	Span [ft]	Spacing [ft]	Solar Weight [psf]	Total Load [psf]	Total Load [plf]	Load Capacity [plf]	Check	
P1	20.0	5.0	3.0	37.7	188	225	**84%**	**OK**

Note: The purlins were originally designed for 45 psf total load. (See drawings by Gassman Engineering, Inc., Dated Mach 12, 1973, Sheet S1).

Northbrook Public Works - Solar Scope of Work

1. Overview

SunPeak, LLC ("Contractor") will provide complete engineering, procurement, and construction services for a rooftop solar photovoltaic (PV) system at 655 Huehl Rd. The project will be delivered as a turnkey installation that includes design, procurement, construction, state incentive processing and system commissioning. The project will be performed in full compliance with applicable codes, safety standards, and utility requirements.

2. Design and Engineering

SunPeak will perform all design and engineering necessary to deliver a safe, efficient, and code-compliant PV system.

Scope includes:

- Structural verification and electrical design for a roof-mounted PV array.
- Preparation of permit and interconnection drawings required for approvals.
- Final layout drawings, one-line diagrams, and supporting calculations.
- As-built system production modeling and performance analysis.

3. Permitting and Interconnection

SunPeak will coordinate all permitting and interconnection activities, including:

- Preparation and submission of permit applications to the Authorities Having Jurisdiction (AHJs).
- Coordination with ComEd and other stakeholders for approvals, inspections, and final authorization to energize the system.
- Attendance and support during all required inspections until approvals are secured.

4. Procurement

SunPeak will procure all materials, components, and equipment required for a complete, operational PV system.

All materials will be new, UL-listed, and compliant with current industry standards. Equipment will be selected for reliability and long-term performance consistent with SunPeak standards.

5. Construction and Installation

SunPeak will execute and supervise all aspects of construction and installation.
Scope includes:

- Installation of racking, modules, inverters, and electrical balance-of-system components.
- DC work will be self-performed by SunPeak's in-house crews.
- Roof flashings will be installed by a qualified roofing contractor.
- AC work will be completed by a licensed electrical contractor.
- Implementation of site safety plans, access control, and daily progress tracking throughout construction.

6. Commissioning and Testing

SunPeak will perform commissioning and verification testing to confirm proper operation and compliance with project requirements.
Scope includes:

- Mechanical and electrical inspection of installed components.
- Functional and performance testing.
- System energization and monitoring setup.
- Delivery of commissioning documentation and test results to the Village.
- Demonstration of system operation and monitoring functions to village personnel.

7. Documentation and Training

Upon completion, SunPeak will provide:

- As-built drawings in both digital and hard-copy formats.
- Operations and maintenance manuals including manufacturer documentation and warranty certificates.
- Owner training covering system operation, performance monitoring, and maintenance basics.

8. Warranty and Support

- **Workmanship warranty:** One (1) year from the date of system commissioning.
- **Manufacturer warranties:** Provided by the original equipment manufacturers and assigned to the Owner at project completion.

- SunPeak will assist the Owner with warranty registration and provide reasonable post-installation support as needed.

TALESUN

BIPRO

TM7G54M 108-cell

430 - 450W

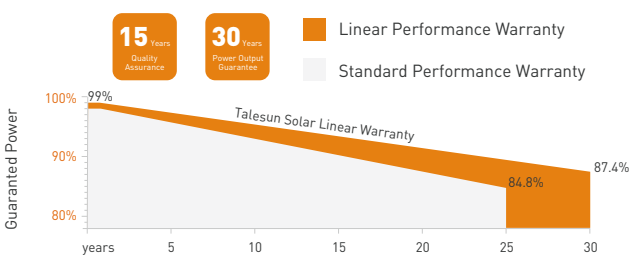
Bifacial Dual Glass
Full Black

SYSTEM & PRODUCT CERTIFICATES

- IEC 61215 / IEC 61730 / UL 61730
- ISO 9001: 2015 Quality Management System
- ISO 14001: 2015 Environment Management System
- ISO 45001: 2018 Occupational Health and Safety Management Systems

c UL us LISTED CE DEKRA

PERFORMANCE WARRANTY



KEY FEATURES

16BB Half-cut Cell Technology

Lower LID/LeTID degradation and better low light performance
Attenuation ⩽1% (1st year) / ⩽0.4% (Linear)

Industry Leading High Yield

Bifacial TOPCon cell technology,
Dual-sided power generation gain from back side depending on albedo, significantly reduce LCOE

Excellent Anti-PID Performance

PID Anti

192 hours Anti-PID test

Wider Application

No water-permeability and high wear-resistance,
can be widely used in high-humid, windy and dusty area

IP68 Junction Box

High waterproof level

www.talesun.com
marketing.hq@talesun

962

* GL-EN-Version 2024.12.06

ELECTRICAL CHARACTERISTICS

Testing Condition	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT
Maximum Power (Pmax/W)	430	326	435	330	440	334	445	338	450	341
Operating Voltage (Vmpp/V)	32.68	31.10	32.81	31.30	32.94	31.50	33.07	31.70	33.20	31.90
Operating Current (Impp/A)	13.16	10.49	13.26	10.54	13.36	10.59	13.46	10.64	13.56	10.69
Open-Circuit Voltage (Voc/V)	39.00	37.00	39.15	37.10	39.30	37.20	39.45	37.30	39.60	37.40
Short-Circuit Current (Isc/A)	13.67	11.02	13.72	11.06	13.77	11.10	13.82	11.14	13.87	11.18
Module Efficiency (%)	22.00		22.30		22.50		22.80		23.00	

STC: Irradiance 1000W/m², Spectra at AM1.5, Module Temperature 25℃. Power output tolerance: 0~+5W, Test uncertainty for Pmax: ±3%
NMOT: Irradiance 800W/m², Spectra at AM1.5, Ambient Temperature 20℃, Wind speed 1m/s

REAR SIDE POWER GAIN(REFERENCE TO 445W FRONT)

Pmax gain	5%	10%	15%	20%	25%
Pmax/W	467	490	512	534	556
Vmpp/V	33.07	33.07	33.07	33.07	33.07
Impp/A	14.51	15.20	15.89	16.58	17.28
Voc/V	39.45	39.45	39.45	39.45	39.45
Isc/A	14.13	14.81	15.48	16.15	16.83

MECHANICAL CHARACTERISTICS

Cell Type	N-type Mono-Crystallin (16Busbar)
No. of Cells	108pcs in series (6*18)
Module Dimensions	1722*1134*30mm (67.80*44.65*1.18inches)
Weight	24.5kg (54.01lbs)
Front Glass	2.0mm AR Coating Semi-tempered Glass
Back Glass	2.0mm Glazed Semi-tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68, 3 Bypass Diodes
Output Cables	4mm² (IEC), 12AWG(UL) 350mm(+),250mm(-) or Customized Length
Connectors	T01/LJQ-3-CSY/MC4/MC4-EVO2

APPLICATION CONDITIONS

Maximun System Voltage	1500V/DC
Operating Temperature	-40°C~+85°C
Maximun Series Fuse	30A
Safety Protection Class	Class Ⅱ
Mechanical Load*	Front side 5400Pa, Back side 2400Pa
Refer. Bifaciality Factor	80%±5%

*Refer to the installation manual for details

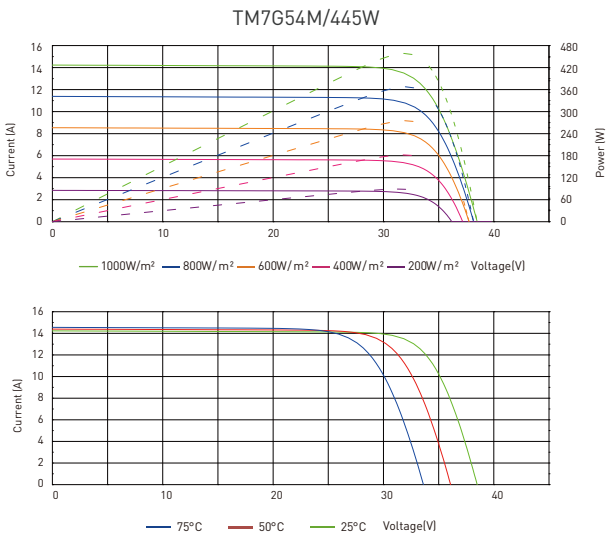
TEMPERATURE CHARACTERISTICS

Temperature Coefficient of Pmax	-0.29%/°C
Temperature Coefficient of Voc	-0.24%/°C
Temperature Coefficient of Isc	+0.043%/°C
Nominal Module Operating Temperature(NMOT)	43±2°C

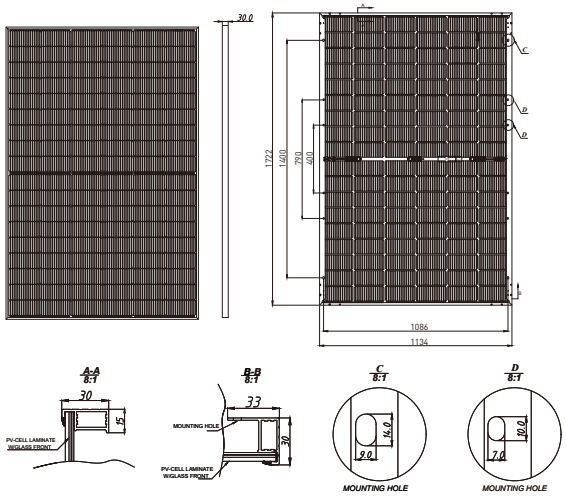
PACKING CONFIGURATION

Pieces Per Pallet	36	36(USA)
Pieces Per Container(40'HQ)	936	720

Electrical Performance



TECHNICAL DRAWINGS



TALESUN

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, R&D enhancement, Suzhou Talesun Solar Technologies Co., Ltd. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

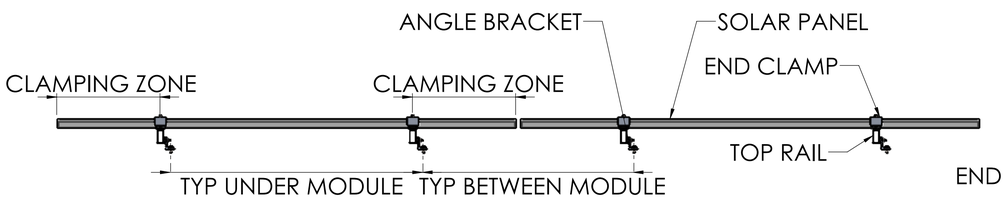
TerraGen
Solar

TGP

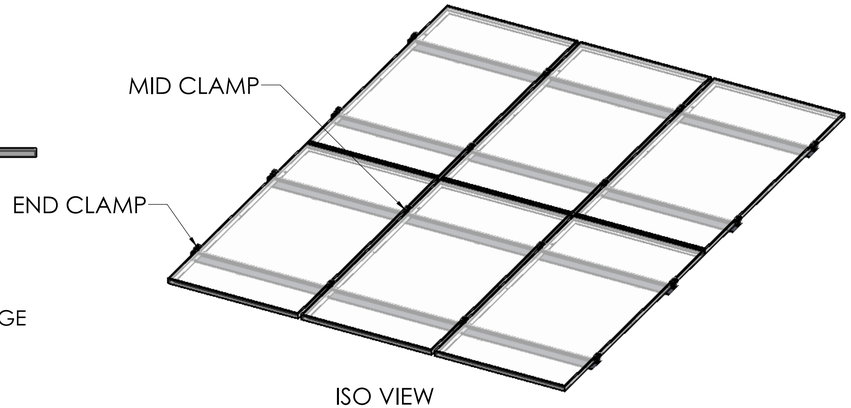
964

TORQUE	
ANGLE BRACKETS	12 LB-FT
CROSS ADAPTERS	12 LB-FT
END CLAMP	12-14 LB-FT
MID CLAMP	12 LB-FT

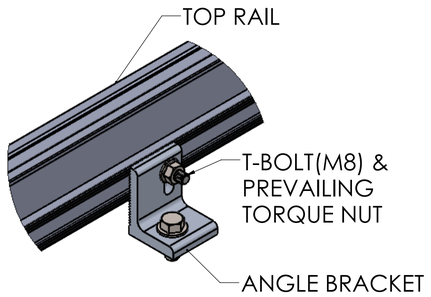
NOTES:
1. HARDWARE MUST BE TORQUE MARKED AFTER TORQUING.
2. USE OF IMPACT TOOLS WHEN INSTALLING CLAMPS AND HARDWARE WILL CAUSE GALLING (SEIZING OF SS HARDWARE). TERRAGEN WILL NOT FREE ISSUE COMPONENTS DAMAGED FROM USE OF IMPACT TOOLS.



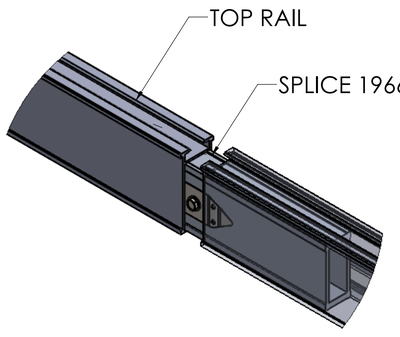
ATTACHMENT TYPICAL SPACING:
1. ALWAYS VERIFY THAT THE CLAMPING ZONE DIMENSIONS ARE WITHIN THE REQUIRED RANGE SPECIFIED IN THE APPLICABLE MODULE INSTALLATION MANUAL. THIS DIMENSION WILL DETERMINE THE SPACING OF ANGLE BRACKETS ("**TYPICAL UNDER MODULE**" DIMENSION).
2. REFER TO ATTACHMENT PLAN FOR SPACING BETWEEN ATTACHMENTS.



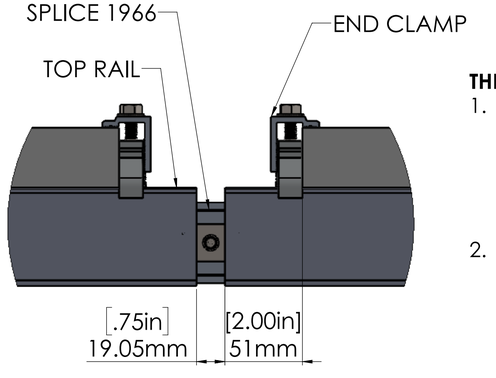
ISO VIEW



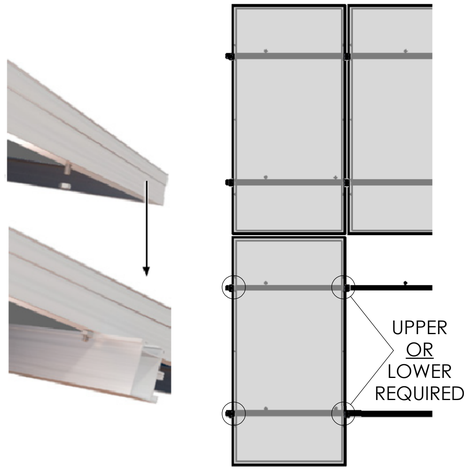
ANGLE BRACKET ASSEMBLY:
1. ANGLE BRACKET IS CONNECTED TO THE LOWER TOP RAIL USING M8 T-BOLT & HEX NUT.
2. REFER TO APPLICABLE ATTACHMENT INSTALLATION MANUAL TO DETERMINE HOW THE PROJECT SPECIFIC ATTACHMENT WILL BE INSTALLED.

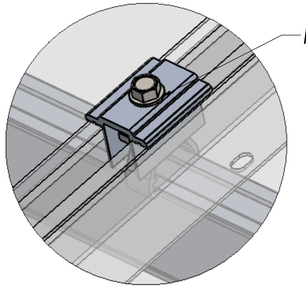


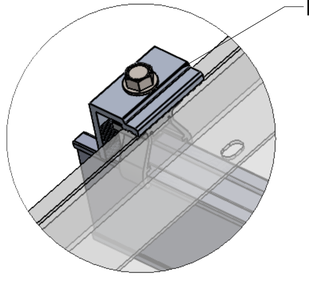
SPLICE 1966 DETAIL:
SPLICE 1966 JOINS 2 TOP RAILS TOGETHER. TOP RAILS SLIDE OVER SPLICE AND MUST BE STOPPED BY THE SCREW HEAD TO ENSURE BONDING CLIP IS ENGAGED.



THERMAL BREAK DETAIL:
1. IF A THERMAL BREAK IS REQUIRED, LEAVE 0.75" BETWEEN THE TOP RAILS TO ALLOW FOR THERMAL EXPANSION.
2. ALLOW FOR 4.75" BREAK BETWEEN THE MODULES OVER THE THERMAL BREAK USING END CLAMPS.



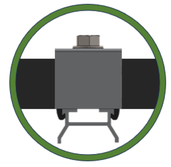




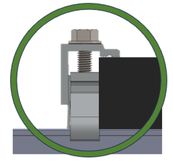
RECOMMENDED: SLIP PROTECTION (NOT SUPPLIED):
1. IF ROOF SLOPE IS GREATER THAN 20 DEG, IF RECOMMENDED MAINTENANCE IS DIFFICULT OR FOR EXTRA PRECAUTIONARY MEASURES, SLIP PROTECTION IS RECOMMENDED.
2. IT IS ONLY REQUIRED ON THE BOTTOM ROW OF MODULES. THIS INCLUDES ANY MODULE WHICH DOESN'T HAVE A MODULE DIRECTLY BELOW IT.
3. MODULE MOUNTING HOLES COME IN VARYING SIZES, SELECT APPROPRIATE BOLT SIZE & HEX NUT.
4. CHOOSE EITHER THE UPPER OR LOWER TOP RAIL TO INSTALL THE BOLT ABOVE, WHICH DEPENDS ON THE CLAMP ZONES OF THE MODULES AND THE MOUNTING HOLE LOCATIONS. BOLT SHOULD BE INSTALLED UP AGAINST THE RAIL.

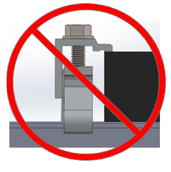
MID CLAMP w/BONDING WASHER DETAIL:
MID CLAMP IS INSTALLED BETWEEN 2 MODULES.

END CLAMP DETAIL:
END CLAMP IS INSTALLED AT THE ENDS OF A MODULE ARRAY AND AT THERMAL BREAK LOCATIONS. END CLAMPS MUST SIT FLAT AND SQUARE ON THE MODULE FRAME.



BOTH LEGS ENGAGED (ALL CLAMPS)





FRAME TIGHT AGAINST CLAMP (END OR MID)

TerraGen Solar
TerraGen Environmental Group Inc.
120 Parsons Rd
Alliston, ON L9R 1E9
Tel: (705) 435-7373
Fax: (705) 434-4002
www.terragensolar.ca

REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	22.09.2025

ENGINEER'S SEAL

DRAWING TITLE:
GENERIC RACKING DETAIL

PROJECT TITLE:
NORTHBROOK PUBLIC WORKS

PROPRIETARY AND CONFIDENTIAL

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	NAME	DATE
DRAWN	PJ	22.09.2025
CHECKED	MR	22.09.2025

PROJECT NO: TG-24-108

DWG. NO: L2

SCALE: NTS

SIZE: D

REV: 3.0

Fully integrated

- No additional racking required for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs
- Up to 60% faster commercial PV system installation

Increased power, flexibility

- Six MPP trackers for flexible stringing and maximum power production
- ShadeFix, SMA's proprietary shade management solution, optimizes at the string level
- Intelligent string monitoring to pinpoint array performance issues

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- I-V curve diagnostic function to visualize and document PV string electrical characteristics
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions, and is the most versatile, cost-effective commercial solution available. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage		1000 V	
Rated MPP voltage range	330 V … 800 V	500 V … 800 V	550 V … 800 V
MPPT operating voltage range		150 V … 1000 V	
Minimum DC voltage / start voltage		150 V / 188 V	
MPP trackers / strings per MPP input		6 / 2	
Maximum usable operating input current / per MPP tracker		120 A / 20 A	
Maximum short circuit current per MPPT / per string input		32 A / 30 A	
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections		3 / 3-(N)-PE	
Nominal AC voltage		480 V / 277 V WYE	
AC voltage range		244 V … 305 V	
Maximum output current	40 A	64 A	80 A
Rated grid frequency		60 Hz	
Grid frequency / range		50 Hz, 60 Hz / -6 Hz … +6Hz	
Power factor at rated power / adjustable displacement		1 / 0.0 leading … 0.0 lagging	
Harmonics THD		<3 %	
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect		●	
Load rated AC disconnect		●	
Ground fault monitoring: Riso / Differential current		● / ●	
DC AFCI arc-fault protection		●	
SunSpec PLC signal for rapid shutdown		●	
DC reverse polarity protection		●	
AC short circuit protection		●	
DC surge protection: Type 2 / Type 1+2		O / O	
AC surge protection: Type 2 / Type 1+2		O / O	
Protection class / overvoltage category (as per UL 840)		I / IV	
General data			
Device dimensions (W / H / D)		621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)	
Device weight		84 kg (185 lbs)	
Operating temperature range		-25 °C … +60 °C (-13 °F … +140 °F)	
Storage temperature range		-40 °C … +70 °C (-40 °F … +158 °F)	
Audible noise emissions (full power @ 1m and 25 °C)		65 dB(A)	
Internal consumption at night		5 W	
Topology		Transformerless	
Cooling concept		OptiCool (forced convection, variable speed fans)	
Enclosure protection rating		Type 4X, 3SX (as per UL 50E)	
Maximum permissible relative humidity (non-condensing)		100 %	
Additional information			
Mounting		Free-standing with included mounting feet	
DC connection		Amphenol UTX PV or H4Plus connectors	
AC connection		Screw terminals - 4 AWG to 4/0 AWG CU/AL	
LED indicators (Status / Fault / Communication)		●	
Network interfaces: Ethernet / WLAN / RS485		● (2 ports) / ▲ / O	
Data protocols: SMA Modbus / SunSpec IEEE 1547 Modbus / Webconnect		● / ● / ●	
ShadeFix technology for string level optimization		●	
Intelligent string performance monitoring		●	
I-V curve diagnostic function		●	
Integrated Plant Control / Q on Demand 24/7		● / ●	
SMA Smart Connected (proactive monitoring and service support)		●	
Certifications			
Certifications and approvals		UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment, UL 3741	
FCC compliance		FCC Part 15 Class A	
Grid interconnection standards		IEEE 1547-2018, UL 1741 SA/SB - CA Rule 21, HECO SRD V2.0	
Advanced grid support capabilities		L/HFRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor	
Warranty			
Standard		10 years	
Optional extensions		15 / 20 years	
O Optional features ● Standard features - Not available	▲ Subject to availability	Data at nominal conditions - status: 02/2023	
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41

Accessories

SMA Data Manager M
EDMM-US-10

SMA Sensor Module
MD.SEN-US-40

Universal Mounting System
UMS_KIT-10

AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2

STPCORE1-DSen-32 SMA and Sunny Tripower are registered trademarks of SMA Solar Technology AG. Printed on FSC-certified paper. All products and services described as well as technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for errors or omissions. For current information, see www.SMA-Solar.com.

APsmart

Raising the bar in innovative
DC **MLPE** solar power systems

RSD-S-PLC

- Meets NEC 2017 & 2020 (690.12) requirements
- Executes rapid shutdown of system when Transmitter-PLC signal is absent
- Meets SunSpec requirements

The RSD-S-PLC meets SunSpec requirements,maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.

> RSD-S-PLC TECHNICAL DATA

MODEL	RSD-S-PLC
INPUT DATA (DC)	
Input Operating Voltage Range	8-80V
Maximum Cont. Input Current (Imax)	15A
Maximum Short Circuit Current（Isc）	25A
OUTPUT DATA (DC)	
Output Operating Voltage Range	8-80V
Maximum System Voltage	1000V/1500V
Maximum Series Fuse Rating	30A
MECHANICAL DATA	
Operating Ambient Temperature Range	-40°F to +185°F (-40 °C to + 85 °C)
Dimensions (without cable & connectors)	5" x 1.2" x 0.6"(129 mm x 30 mm x 16 mm)
Cable Length	Input 250mm/Output 1200mm
Cable Cross Section Size	UL:12AWG
Connector	Input: Stäubli MC4 PV-KBT4&KST4 or Customized
	Output: APsystems specified or Customized
Enclosure Rating	NEMA Type 6P/IP68
Protection Temperature	100°C
FEATURES & COMPLIANCE	
Communication	PLC
Safety Compliance	NEC 2017 & 2020 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305
	FCC Part15; ICES-003;IEC/EN61000-6-1/-2/-3/-4

Rapid Shutdown CERTIFIED

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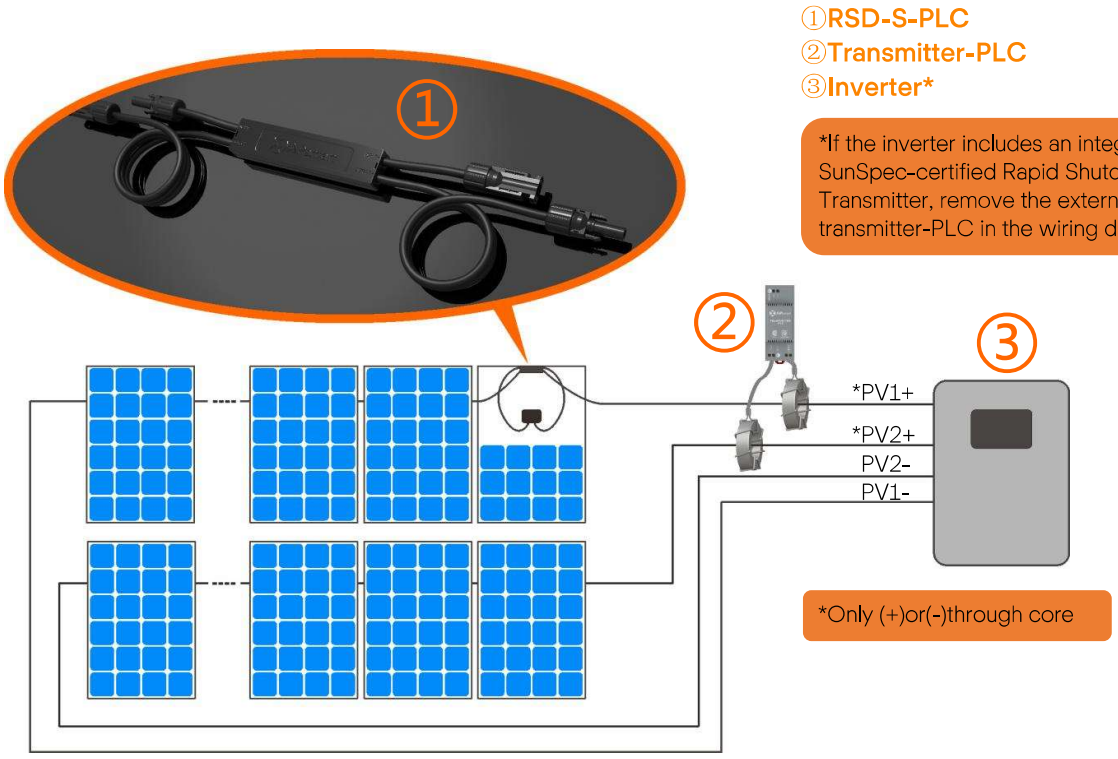
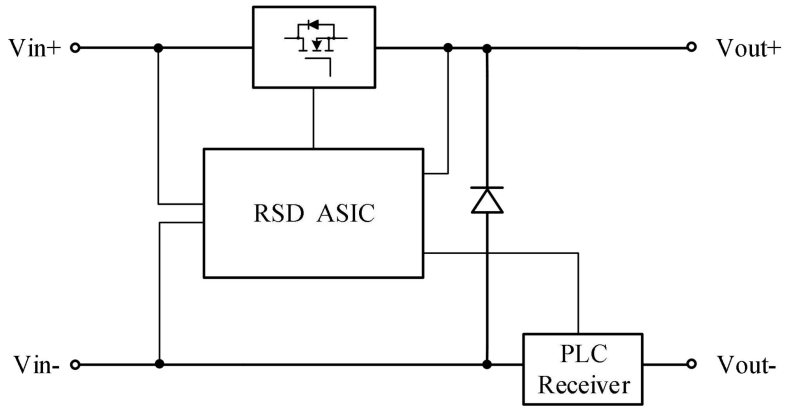
> RSD-S-PLC WIRING DIAGRAM



> WORKING SCHEMATIC DIAGRAM



ORDERING INFORMATION	
415002	1500V UL, 1.2m cable, Stäubli MC4 PV-KBT4&KST4
415001	1000V UL, 1.2m cable, Customized connector

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633

MATT LEMERE
P: (773) 633-7114
mlemere@garlandind.com

November 13, 2025

TO: Julie Gray, Village of Northbrook
RE: Garland/DBS, Inc. Proposal # 25-IL-240558

Julie,

The attached proposal and submittals outline the structural analysis of the Public Works building, the equipment that will be installed and the subcontractors that will install it.

SunPeak out of Madison, WI will install all required electrical connections to the existing building infrastructure. They will install the solar racking to the south side of the gable roof at Public Works to hold the solar panels. They will install the required panels to produce 75kW of electricity to offset the consumption of the meter onsite today.

Waukegan Roofing of Mundelein, IL will provide waterproofing at all 330 new penetrations that will be created from the installation of the solar racking system. Waukegan was the installing contractor of the new roofing membrane on Public Works in 2024. They will be using materials that are compatible with the roof membrane.

The following pages include the work proposal, all solar material submittals and a summary of the incentives available to the Village following the installation of the new solar system. SunPeak has vetted these incentives and confirmed their availability.

Regards,

Matt Lemere

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

ATTACHMENT C

PROJECT PROPOSAL

REFER TO SEPARATE GARLAND/DBS, INC. PROPOSAL

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Northbrook
Public Works (Solar)
655 Huehl Rd
Northbrook, Illinois 60062

Date Submitted: 11/03/2025
Proposal #: 25-IL-240558
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Design Parameters**
   Code: International Building Code, 2018 Edition
   Risk Category: II
   Design wind speed, Vult: 107 mph (3-sec gust)
   Wind exposure category: C
   Ground snow load, Pg: 30 psf
2. **Existing Roof Structure**
   Roof structure: Pre-Engineered Metal Building
   Roofing material: built up roofing
   Roof pitch: 4:12

3. **Connection to Roof**
   Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
   Maximum mounting spacing along rails:
   Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
   Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
   Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
   Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
   Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer
4. **Conclusions**
   Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.
   See attached calculations.

Note: Additional Cost Incentives not Included:
Federal Elective Pay
ComEd Rebate
Sum of all SREC Payments

Option B: Optimal System to Offset Heat Meter

Proposal Price Based Upon Market Experience:	**$**	**306,089**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$**	**306,089**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is included as it pertains to the scope.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

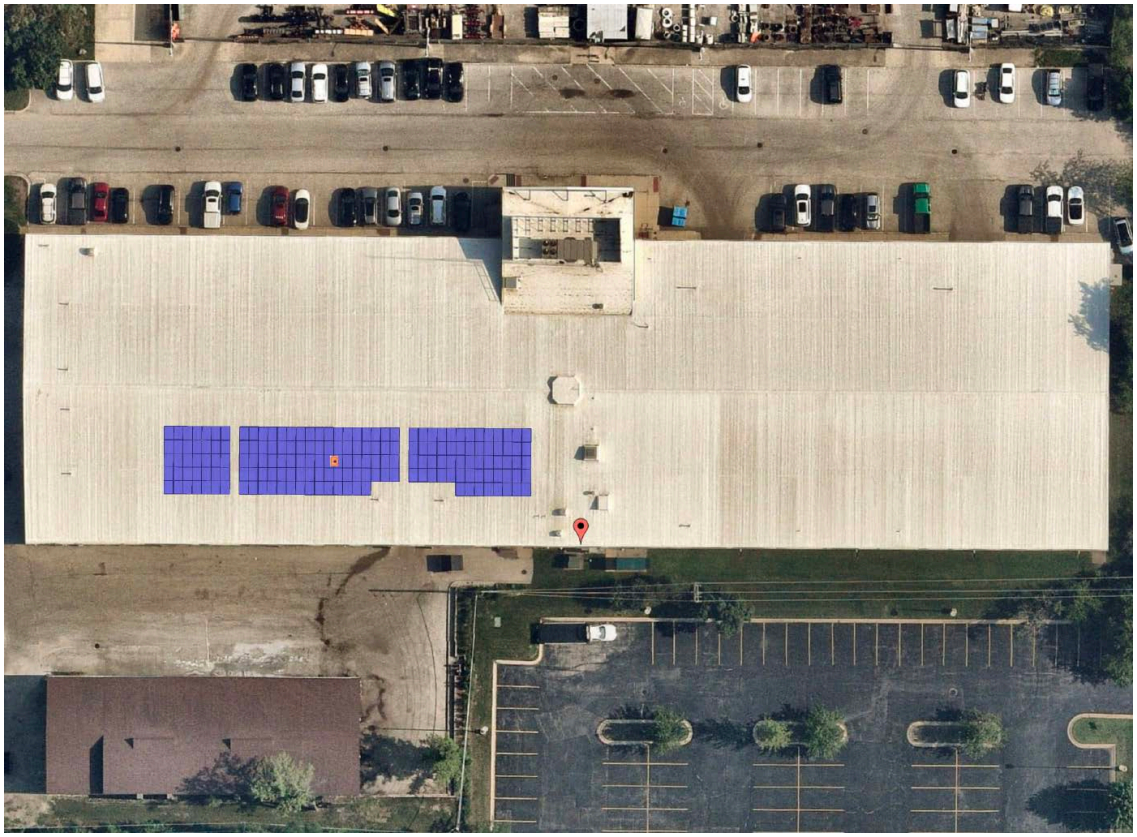
Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

System Price	**$306,089 ***	**Final contract price for all equipment and installation services.**
Illinois Shines Contract Fees	$6,639	Collateral and application fees. Only applicable if applying for Illinois Shines program.
Federal Rebate	($91,920)	Direct payment in lieu of tax credit.
ComEd DG Rebate	($20,000)	Cash rebate equal to $250/kWdc, which is paid in full after system commissioning.
Net Investment at Year 1	**$200,808**	**Year 1 investment after all first year rebates and incentives.**
Illinois Shines Contract	($95,744)	Payments for the Renewable Energy Credits (RECs) from your system over 15 years. Paid out over 6 years.
New Investment	**$105,064**	**Lifetime investment after incentives. Does not include utility cost savings.**

*Assumes no permit fees



VSE Project Number: U5963.0026.241

April 12, 2024

SunPeak, LLC
ATTENTION: Michael Turney
1026 Ann Street
Madison, WI 53713

REFERENCE: Northbrook DPW Building: 655 Huehl Road, Northbrook, IL 60062
SunPeak, LLC Project: 240003
Solar Array Installation

To Whom It May Concern:

We have reviewed the existing structure at the above referenced site. The purpose of our review was to determine the adequacy of the existing structure to support the proposed installation of solar panels on the roof as shown on the panel layout plan.

Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.

Design Parameters

Code: International Building Code, 2018 Edition
Risk Category: II
Design wind speed, Vult: 107 mph (3-sec gust)
Wind exposure category: C
Ground snow load, Pg: 30 psf

Existing Roof Structure

Roof structure: Pre-Engineered Metal Building
Roofing material: built up roofing
Roof pitch: 4:12

Connection to Roof

Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
Maximum mounting spacing along rails:
Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer

Conclusions

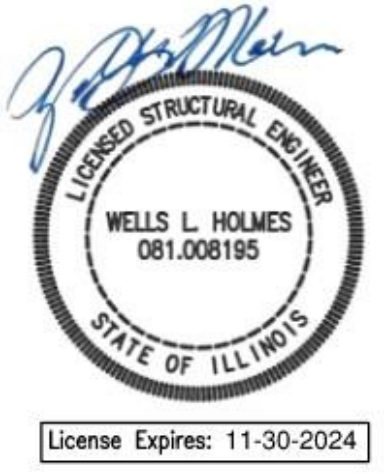
Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation. See attached calculations.

The solar array will be flush-mounted (no more than 10" above the roof surface) and parallel to the roof surface. Thus, we conclude that any additional wind loading on the structure related to the addition of the proposed solar array is negligible. The attached calculations verify the capacity of the connections of the solar array to the existing roof against wind (uplift), the governing load case. Increases in lateral forces less than 10% are considered acceptable. Thus the existing lateral force resisting system is permitted to remain unaltered.

Limitations

Installation of the solar panels must be performed in accordance with manufacturer recommendations. All work performed must be in accordance with accepted industry-wide methods and applicable safety standards. The contractor must notify Vector Structural Engineering, LLC should any damage, deterioration or discrepancies between the as-built condition of the structure and the condition described in this letter be found. The use of solar panel support span tables provided by others is allowed only where the building type, site conditions, site-specific design parameters, and solar panel configuration match the description of the span tables. The design of the solar panels, solar racking (mounts, rails, etc.) and electrical engineering is the responsibility of others. Waterproofing around the roof penetrations is the responsibility of others. Vector Structural Engineering assumes no responsibility for improper installation of the solar array. Vector Structural Engineering shall be notified of any changes from the approved layout prior to installation.

VECTOR STRUCTURAL ENGINEERING, LLC
IL Firm License: 184.005810 - COA



04/12/2024

Wells Holmes, S.E.
IL License: 81.008195 - Expires: 11/30/2024
Project Engineer

Enclosures

WLH/lpo

JOB NO.: U5963.0026.241
SUBJECT: WIND PRESSURE

PROJECT: Northbrook Dpw Building

Components and Cladding Wind Calculations

Label: Solar Panel Array

Note: Calculations per ASCE 7-16

SITE-SPECIFIC WIND PARAMETERS:

Basic Wind Speed [mph]:	107
Exposure Category:	C
Risk Category:	II

Notes:

ADDITIONAL INPUT & CALCULATIONS:

Height of Roof, h [ft]:	26	(Approximate)			
Comp/Cladding Location:	Gable Roofs 7° < θ ≤ 20°				
Enclosure Classification:	Enclosed Buildings				
Zone 1, 2e GCp:	2.00	Figure 30.3-2B (negative coeff.)	Zone 1, 2e γ_a:	0.68	Fig. 29.4-8
Zone 2n, 2r, 3e GCp:	2.91		Zone 2n, 2r, 3e γ_a:	0.77	
Zone 3r GCp:	3.49		Zone 3r γ_a:	0.77	

α:	9.5	Table 26.11-1
z_g [ft]:	900	Table 26.11-1
K_h:	0.95	Table 26.10-1
K_e:	0.98	Table 26.9-1
K_{zt}:	1	Equation 26.8-1
K_d:	0.85	Table 26.6-1
Velocity Pressure, q_h [psf]:	23.2	Equation 26.10-1
γ_E:	1.50	Section 29.4.4

WIND PRESSURES:

Equation 29.4-7 $p = q_h (GC_p)(\gamma_E)(\gamma_a)$

Zone 1, 2e, p [psf]:	47.3	psf (1.0 W)	
Zone 2n, 2r, 3e, p [psf]:	78.4	psf (1.0 W)	
Zone 3r, p [psf]:	62.6	psf (1.0 W)	(γ_E = 1.0 for Zone 3r)

(a = 10.4 ft)

JOB NO.: U5963.0026.241
SUBJECT: CONNECTION

PROJECT: Northbrook Dpw Building

Calculate Uplift Forces on Connection

	Pressure (0.6 Dead -0.6 Wind) (psf)	Max Trib. Width[1] (ft)	Max Trib. Area[2] (ft^2)	Max Uplift Force (lbs)
Zone 1, 2e	26.6	6.0	19.8	525
Zone 2n, 2r, 3e	45.2	3.5	11.5	521
Zone 3r	35.8	3.5	11.5	412

Calculate Connection Capacity

Metal Screw Name:	Common
Metal Screw Size:	1/4"
Metal Type:	Steel
Metal Gauge Attaching To[3]:	22 ga
Ultimate Capacity[4] [lbs/in]:	198
Factor of Safety:	3
Number of Screws:	8
Prying Coefficient:	1
Total Capacity [lbs]:	528

Determine Result

Maximum Demand [lbs]:	525
Connection Capacity [lbs]:	528

Result: **Capacity > Demand, Connection is adequate.**

Notes

1. 'Max Trib. Width' is the width along the rails tributary to the connection.
2. 'Max Trib Area' is the product of the 'Max. Trib Width' and 1/2 the panel width/height perpendicular to the rails. (2) rails per row of panels. Length of panels perpendicular to the rails shall not exceed 79".
3. Metal gauge has been verified in field.
4. Ultimate capacity values are taken from the SSMA design guide.
5. Metal is assumed to be Fy= 35 ksi

JOB NO.: U5963.0026.241
SUBJECT: GRAVITY LOADS

PROJECT: Northbrook Dpw Building

GRAVITY LOADS

Roof Pitch: 4.0 :12

ROOF DEAD LOAD (D)	Design material weight [psf]	Increase due to pitch	Material weight [psf]
Built Up Roofing	4.2	1.05	4.0
22 gauge metal roof	1.1	1.05	1.0
Framing	3.0		3.0
Rigid Insulation	0.5		0.5
Ceiling	2.1	1.05	2.0
M, E & Misc	4.1		3.5
Total Existing Roof DL	15.0		
PV Array DL	3.2	1.05	3

ROOF LIVE LOAD (Lr)

Existing Design Roof Live Load [psf]	12	ASCE 7-16 Table 4.3-1
Roof Live Load With PV Array [psf]	0	2018 IBC, Section 1607.13.5

SNOW LOAD (S):	Existing	w/ Solar Array	
Roof Slope [x:12]:	4.0	4.0	
Roof Slope [°]:	18	18	
Ground Snow Load, p_g [psf]:	30	30	ASCE 7-16, Section 7.2
Terrain Category:	C	C	ASCE 7-16, Table 7.3-1
Exposure of Roof:	Fully Exposed	Fully Exposed	ASCE 7-16, Table 7.3-1
Exposure Factor, C_e:	0.9	0.9	ASCE 7-16, Table 7.3-1
Thermal Factor, C_t:	1.2	1.2	ASCE 7-16, Table 7.3-2
Risk Category:	II	II	ASCE 7-16, Table 1.5-1
Importance Factor, I_s:	1.0	1.0	ASCE 7-16, Table 1.5-2
Flat Roof Snow Load, p_f [psf]:	23	23	ASCE 7-16, Equation 7.3-1
Minimum Roof Snow Load, p_m [psf]:	0	0	ASCE 7-16, Section 7.3.4
Unobstructed Slippery Surface?	No	No	ASCE 7-16, Section 7.4
Slope Factor Figure:	Figure 7-2c	Figure 7-2c	ASCE 7-16, Section 7.4
Roof Slope Factor, C_s:	1.00	1.00	ASCE 7-16, Figure 7.4-1
Sloped Roof Snow Load, p_s [psf]:	23	23	ASCE 7-16, Equation 7.4-1
Design Snow Load, S [psf]:	23	23	

JOB NO.: U5963.0026.241
SUBJECT: LOAD COMPARISON

PROJECT: Northbrook Dpw Building

Summary of Loads

	Existing	With PV Array
D [psf]	15	18
Lr [psf]	12	0
S [psf]	23	23

Maximum Gravity Loads:

	Existing	With PV Array	
D + Lr [psf]	27	18	ASCE 7-16, Section 2.4.1
D + S [psf]	38	41	ASCE 7-16, Section 2.4.1

Maximum Gravity Load [psf]:	40	41	
	See note below.		
Ratio Proposed Loading to Current Loading:		**102%**	**OK**

The gravity loads, and thus the stresses of the structural elements, in the area of the solar array are either decreased or increased by no more than 5%. Therefore, the requirements of Section 806.2 of the 2018 IEBC are met and the structure is permitted to remain unaltered.

Note: The portal frames were originally designed for 40 psf (see drawings by Gassman Engineering Inc, Dated March 12, 1973, Sheet S2)

JOB NO.: U5963.0026.241

PROJECT: Northbrook DPW **SUBJECT:** C & Z PURLIN ANALYSIS

Summary of Applicable Loads

Roof Dead Load, D [psf]:	12.0	(doesn't include the framing weight)
Roof Live Load, L_r [psf]:	20	
Balanced Snow Load, S (p_f or p_s) [psf]:	23	
Minimum Snow Lod, S (p_m) [psf]:	0	

Purlin Analysis:

Purlin Label	Span [ft]	Spacing [ft]	Solar Weight [psf]	Total Load [psf]	Total Load [plf]	Load Capacity [plf]	Check	
P1	20.0	5.0	3.0	37.7	188	225	**84%**	**OK**

Note: The purlins were originally designed for 45 psf total load. (See drawings by Gassman Engineering, Inc., Dated Mach 12, 1973, Sheet S1).

Northbrook Public Works - Solar Scope of Work

1. Overview

SunPeak, LLC ("Contractor") will provide complete engineering, procurement, and construction services for a rooftop solar photovoltaic (PV) system at 655 Huehl Rd. The project will be delivered as a turnkey installation that includes design, procurement, construction, state incentive processing and system commissioning. The project will be performed in full compliance with applicable codes, safety standards, and utility requirements.

2. Design and Engineering

SunPeak will perform all design and engineering necessary to deliver a safe, efficient, and code-compliant PV system.

Scope includes:

- Structural verification and electrical design for a roof-mounted PV array.
- Preparation of permit and interconnection drawings required for approvals.
- Final layout drawings, one-line diagrams, and supporting calculations.
- As-built system production modeling and performance analysis.

3. Permitting and Interconnection

SunPeak will coordinate all permitting and interconnection activities, including:

- Preparation and submission of permit applications to the Authorities Having Jurisdiction (AHJs).
- Coordination with ComEd and other stakeholders for approvals, inspections, and final authorization to energize the system.
- Attendance and support during all required inspections until approvals are secured.

4. Procurement

SunPeak will procure all materials, components, and equipment required for a complete, operational PV system.

All materials will be new, UL-listed, and compliant with current industry standards. Equipment will be selected for reliability and long-term performance consistent with SunPeak standards.

5. Construction and Installation

SunPeak will execute and supervise all aspects of construction and installation.
Scope includes:

- Installation of racking, modules, inverters, and electrical balance-of-system components.
- DC work will be self-performed by SunPeak's in-house crews.
- Roof flashings will be installed by a qualified roofing contractor.
- AC work will be completed by a licensed electrical contractor.
- Implementation of site safety plans, access control, and daily progress tracking throughout construction.

6. Commissioning and Testing

SunPeak will perform commissioning and verification testing to confirm proper operation and compliance with project requirements.
Scope includes:

- Mechanical and electrical inspection of installed components.
- Functional and performance testing.
- System energization and monitoring setup.
- Delivery of commissioning documentation and test results to the Village.
- Demonstration of system operation and monitoring functions to village personnel.

7. Documentation and Training

Upon completion, SunPeak will provide:

- As-built drawings in both digital and hard-copy formats.
- Operations and maintenance manuals including manufacturer documentation and warranty certificates.
- Owner training covering system operation, performance monitoring, and maintenance basics.

8. Warranty and Support

- **Workmanship warranty:** One (1) year from the date of system commissioning.
- **Manufacturer warranties:** Provided by the original equipment manufacturers and assigned to the Owner at project completion.

- SunPeak will assist the Owner with warranty registration and provide reasonable post-installation support as needed.

TALESUN

BIPRO

TM7G54M 108-cell

430 - 450W

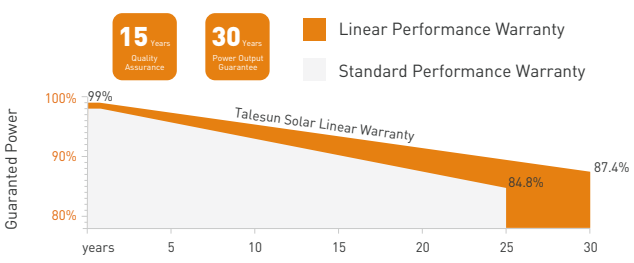
Bifacial Dual Glass
Full Black

SYSTEM & PRODUCT CERTIFICATES

- IEC 61215 / IEC 61730 / UL 61730
- ISO 9001: 2015 Quality Management System
- ISO 14001: 2015 Environment Management System
- ISO 45001: 2018 Occupational Health and Safety Management Systems

c UL us LISTED CE DEKRA

PERFORMANCE WARRANTY



KEY FEATURES

16BB Half-cut Cell Technology

Lower LID/LeTID degradation and better low light performance
Attenuation ⩽1% (1st year) / ⩽0.4% (Linear)

Industry Leading High Yield

Bifacial TOPCon cell technology,
Dual-sided power generation gain from back side depending on albedo, significantly reduce LCOE

Excellent Anti-PID Performance

PID Anti

192 hours Anti-PID test

Wider Application

No water-permeability and high wear-resistance,
can be widely used in high-humid, windy and dusty area

IP68 Junction Box

High waterproof level

www.talesun.com
marketing.hq@talesun

* GL-EN-Version 2024.12.06

ELECTRICAL CHARACTERISTICS

Testing Condition	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT
Maximum Power (Pmax/W)	430	326	435	330	440	334	445	338	450	341
Operating Voltage (Vmpp/V)	32.68	31.10	32.81	31.30	32.94	31.50	33.07	31.70	33.20	31.90
Operating Current (Impp/A)	13.16	10.49	13.26	10.54	13.36	10.59	13.46	10.64	13.56	10.69
Open-Circuit Voltage (Voc/V)	39.00	37.00	39.15	37.10	39.30	37.20	39.45	37.30	39.60	37.40
Short-Circuit Current (Isc/A)	13.67	11.02	13.72	11.06	13.77	11.10	13.82	11.14	13.87	11.18
Module Efficiency (%)	22.00		22.30		22.50		22.80		23.00	

STC: Irradiance 1000W/m², Spectra at AM1.5, Module Temperature 25℃. Power output tolerance: 0~+5W, Test uncertainty for Pmax: ±3%
NMOT: Irradiance 800W/m², Spectra at AM1.5, Ambient Temperature 20℃, Wind speed 1m/s

REAR SIDE POWER GAIN(REFERENCE TO 445W FRONT)

Pmax gain	5%	10%	15%	20%	25%
Pmax/W	467	490	512	534	556
Vmpp/V	33.07	33.07	33.07	33.07	33.07
Impp/A	14.51	15.20	15.89	16.58	17.28
Voc/V	39.45	39.45	39.45	39.45	39.45
Isc/A	14.13	14.81	15.48	16.15	16.83

MECHANICAL CHARACTERISTICS

Cell Type	N-type Mono-Crystallin (16Busbar)
No. of Cells	108pcs in series (6*18)
Module Dimensions	1722*1134*30mm (67.80*44.65*1.18inches)
Weight	24.5kg (54.01lbs)
Front Glass	2.0mm AR Coating Semi-tempered Glass
Back Glass	2.0mm Glazed Semi-tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68, 3 Bypass Diodes
Output Cables	4mm² (IEC), 12AWG(UL) 350mm(+),250mm(-) or Customized Length
Connectors	T01/LJQ-3-CSY/MC4/MC4-EVO2

APPLICATION CONDITIONS

Maximun System Voltage	1500V/DC
Operating Temperature	-40°C~+85°C
Maximun Series Fuse	30A
Safety Protection Class	Class Ⅱ
Mechanical Load*	Front side 5400Pa, Back side 2400Pa
Refer. Bifaciality Factor	80%±5%

*Refer to the installation manual for details

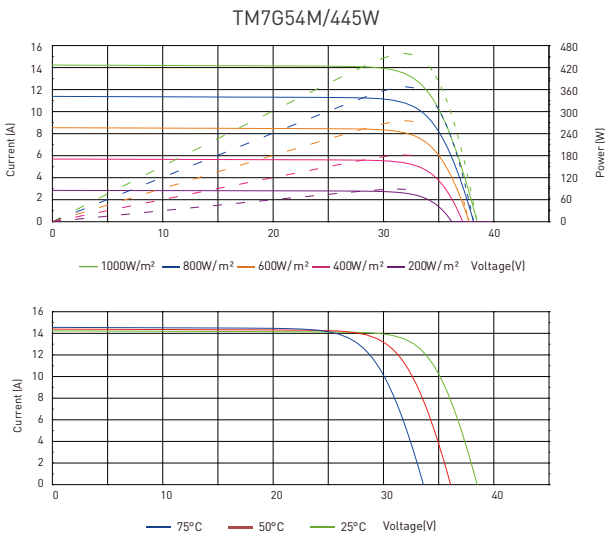
TEMPERATURE CHARACTERISTICS

Temperature Coefficient of Pmax	-0.29%/°C
Temperature Coefficient of Voc	-0.24%/°C
Temperature Coefficient of Isc	+0.043%/°C
Nominal Module Operating Temperature(NMOT)	43±2°C

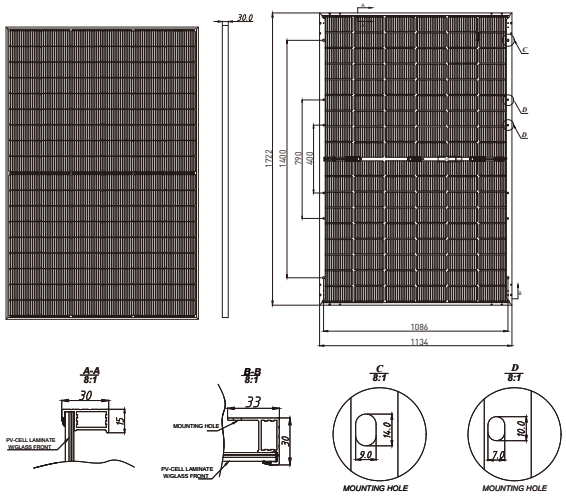
PACKING CONFIGURATION

Pieces Per Pallet	36	36(USA)
Pieces Per Container(40'HQ)	936	720

Electrical Performance



TECHNICAL DRAWINGS



The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, R&D enhancement, Suzhou Talesun Solar Technologies Co., Ltd. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

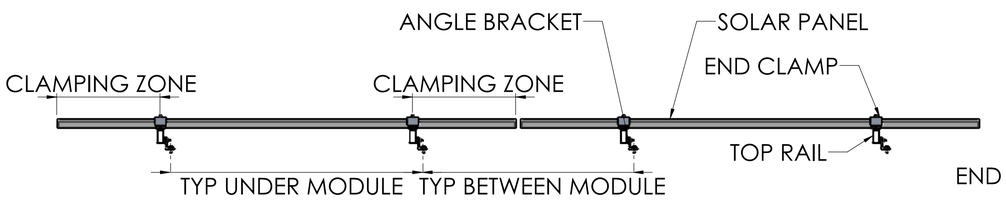
TerraGen
Solar

TGP

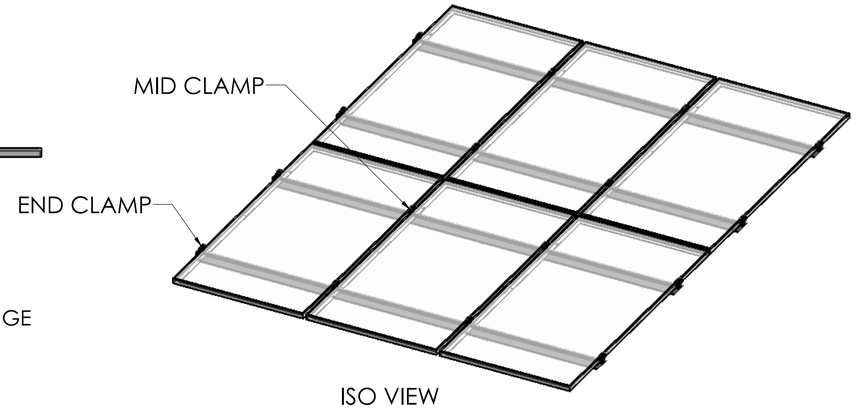
988

TORQUE	
ANGLE BRACKETS	12 LB-FT
CROSS ADAPTERS	12 LB-FT
END CLAMP	12-14 LB-FT
MID CLAMP	12 LB-FT

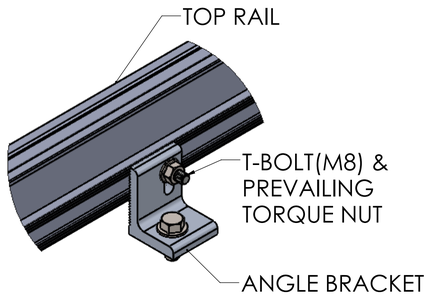
NOTES:
1. HARDWARE MUST BE TORQUE MARKED AFTER TORQUING.
2. USE OF IMPACT TOOLS WHEN INSTALLING CLAMPS AND HARDWARE WILL CAUSE GALLING (SEIZING OF SS HARDWARE). TERRAGEN WILL NOT FREE ISSUE COMPONENTS DAMAGED FROM USE OF IMPACT TOOLS.



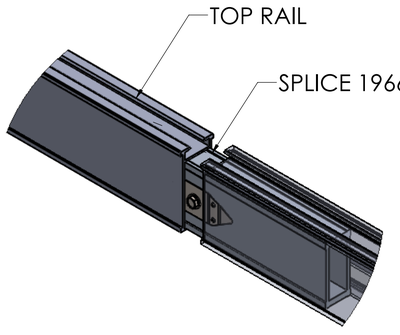
ATTACHMENT TYPICAL SPACING:
1. ALWAYS VERIFY THAT THE CLAMPING ZONE DIMENSIONS ARE WITHIN THE REQUIRED RANGE SPECIFIED IN THE APPLICABLE MODULE INSTALLATION MANUAL. THIS DIMENSION WILL DETERMINE THE SPACING OF ANGLE BRACKETS ("**TYPICAL UNDER MODULE**" DIMENSION).
2. REFER TO ATTACHMENT PLAN FOR SPACING BETWEEN ATTACHMENTS.



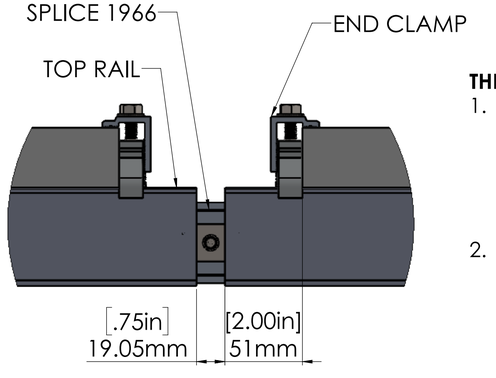
ISO VIEW



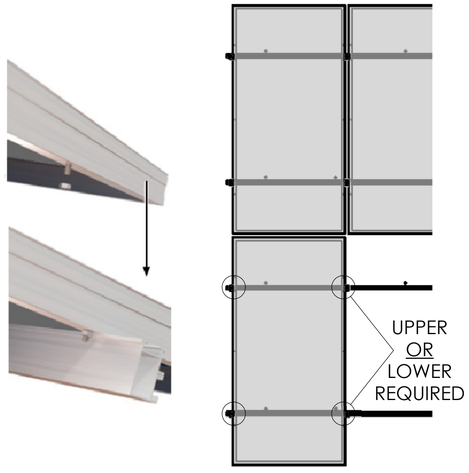
ANGLE BRACKET ASSEMBLY:
1. ANGLE BRACKET IS CONNECTED TO THE LOWER TOP RAIL USING M8 T-BOLT & HEX NUT.
2. REFER TO APPLICABLE ATTACHMENT INSTALLATION MANUAL TO DETERMINE HOW THE PROJECT SPECIFIC ATTACHMENT WILL BE INSTALLED.

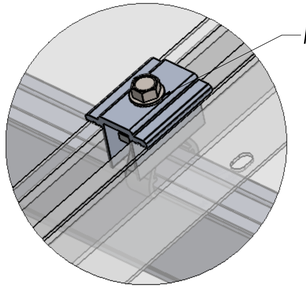


SPLICE 1966 DETAIL:
SPLICE 1966 JOINS 2 TOP RAILS TOGETHER. TOP RAILS SLIDE OVER SPLICE AND MUST BE STOPPED BY THE SCREW HEAD TO ENSURE BONDING CLIP IS ENGAGED.

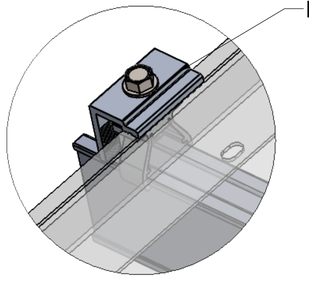


THERMAL BREAK DETAIL:
1. IF A THERMAL BREAK IS REQUIRED, LEAVE 0.75" BETWEEN THE TOP RAILS TO ALLOW FOR THERMAL EXPANSION.
2. ALLOW FOR 4.75" BREAK BETWEEN THE MODULES OVER THE THERMAL BREAK USING END CLAMPS.





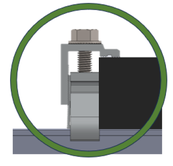
MID CLAMP w/BONDING WASHER DETAIL:
MID CLAMP IS INSTALLED BETWEEN 2 MODULES.

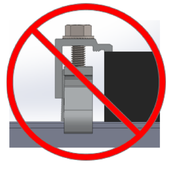


END CLAMP DETAIL:
END CLAMP IS INSTALLED AT THE ENDS OF A MODULE ARRAY AND AT THERMAL BREAK LOCATIONS. END CLAMPS MUST SIT FLAT AND SQUARE ON THE MODULE FRAME.

RECOMMENDED: SLIP PROTECTION (NOT SUPPLIED):
1. IF ROOF SLOPE IS GREATER THAN 20 DEG, IF RECOMMENDED MAINTENANCE IS DIFFICULT OR FOR EXTRA PRECAUTIONARY MEASURES, SLIP PROTECTION IS RECOMMENDED.
2. IT IS ONLY REQUIRED ON THE BOTTOM ROW OF MODULES. THIS INCLUDES ANY MODULE WHICH DOESN'T HAVE A MODULE DIRECTLY BELOW IT.
3. MODULE MOUNTING HOLES COME IN VARYING SIZES, SELECT APPROPRIATE BOLT SIZE & HEX NUT.
4. CHOOSE EITHER THE UPPER OR LOWER TOP RAIL TO INSTALL THE BOLT ABOVE, WHICH DEPENDS ON THE CLAMP ZONES OF THE MODULES AND THE MOUNTING HOLE LOCATIONS. BOLT SHOULD BE INSTALLED UP AGAINST THE RAIL.

BOTH LEGS ENGAGED (ALL CLAMPS)





FRAME TIGHT AGAINST CLAMP (END OR MID)

TerraGen Solar
TerraGen Environmental Group Inc.
120 Parsons Rd
Alliston, ON L9R 1E9
Tel: (705) 435-7373
Fax: (705) 434-4002
www.terragensolar.ca

REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	22.09.2025

ENGINEER'S SEAL

DRAWING TITLE:
GENERIC RACKING DETAIL

PROJECT TITLE:
NORTHBROOK PUBLIC WORKS

PROPRIETARY AND CONFIDENTIAL

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	NAME	DATE
DRAWN	PJ	22.09.2025
CHECKED	MR	22.09.2025

PROJECT NO: TG-24-108

DWG. NO: L2

SCALE: NTS

SIZE: D

REV: 3.0

Fully integrated

- No additional racking required for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs
- Up to 60% faster commercial PV system installation

Increased power, flexibility

- Six MPP trackers for flexible stringing and maximum power production
- ShadeFix, SMA's proprietary shade management solution, optimizes at the string level
- Intelligent string monitoring to pinpoint array performance issues

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- I-V curve diagnostic function to visualize and document PV string electrical characteristics
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions, and is the most versatile, cost-effective commercial solution available. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage		1000 V	
Rated MPP voltage range	330 V … 800 V	500 V … 800 V	550 V … 800 V
MPPT operating voltage range		150 V … 1000 V	
Minimum DC voltage / start voltage		150 V / 188 V	
MPP trackers / strings per MPP input		6 / 2	
Maximum usable operating input current / per MPP tracker		120 A / 20 A	
Maximum short circuit current per MPPT / per string input		32 A / 30 A	
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections		3 / 3-(N)-PE	
Nominal AC voltage		480 V / 277 V WYE	
AC voltage range		244 V … 305 V	
Maximum output current	40 A	64 A	80 A
Rated grid frequency		60 Hz	
Grid frequency / range		50 Hz, 60 Hz / -6 Hz … +6Hz	
Power factor at rated power / adjustable displacement		1 / 0.0 leading … 0.0 lagging	
Harmonics THD		<3 %	
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect		●	
Load rated AC disconnect		●	
Ground fault monitoring: Riso / Differential current		● / ●	
DC AFCI arc-fault protection		●	
SunSpec PLC signal for rapid shutdown		●	
DC reverse polarity protection		●	
AC short circuit protection		●	
DC surge protection: Type 2 / Type 1+2		O / O	
AC surge protection: Type 2 / Type 1+2		O / O	
Protection class / overvoltage category (as per UL 840)		I / IV	
General data			
Device dimensions (W / H / D)		621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)	
Device weight		84 kg (185 lbs)	
Operating temperature range		-25 °C … +60 °C (-13 °F … +140 °F)	
Storage temperature range		-40 °C … +70 °C (-40 °F … +158 °F)	
Audible noise emissions (full power @ 1m and 25 °C)		65 dB(A)	
Internal consumption at night		5 W	
Topology		Transformerless	
Cooling concept		OptiCool (forced convection, variable speed fans)	
Enclosure protection rating		Type 4X, 3SX (as per UL 50E)	
Maximum permissible relative humidity (non-condensing)		100 %	
Additional information			
Mounting		Free-standing with included mounting feet	
DC connection		Amphenol UTX PV or H4Plus connectors	
AC connection		Screw terminals - 4 AWG to 4/0 AWG CU/AL	
LED indicators (Status / Fault / Communication)		●	
Network interfaces: Ethernet / WLAN / RS485		● (2 ports) / ▲ / O	
Data protocols: SMA Modbus / SunSpec IEEE 1547 Modbus / Webconnect		● / ● / ●	
ShadeFix technology for string level optimization		●	
Intelligent string performance monitoring		●	
I-V curve diagnostic function		●	
Integrated Plant Control / Q on Demand 24/7		● / ●	
SMA Smart Connected (proactive monitoring and service support)		●	
Certifications			
Certifications and approvals		UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment, UL 3741	
FCC compliance		FCC Part 15 Class A	
Grid interconnection standards		IEEE 1547-2018, UL 1741 SA/SB - CA Rule 21, HECO SRD V2.0	
Advanced grid support capabilities		L/HFRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor	
Warranty			
Standard		10 years	
Optional extensions		15 / 20 years	
O Optional features ● Standard features - Not available		▲ Subject to availability	Data at nominal conditions - status: 02/2023
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41

Accessories

SMA Data Manager M
EDMM-US-10

SMA Sensor Module
MD.SEN-US-40

Universal Mounting System
UMS_KIT-10

AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2

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APsmart

Raising the bar in innovative
DC **MLPE** solar power systems

RSD-S-PLC

- Meets NEC 2017 & 2020 (690.12) requirements
- Executes rapid shutdown of system when Transmitter-PLC signal is absent
- Meets SunSpec requirements

The RSD-S-PLC meets SunSpec requirements,maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.

> RSD-S-PLC TECHNICAL DATA

MODEL	RSD-S-PLC
INPUT DATA (DC)	
Input Operating Voltage Range	8-80V
Maximum Cont. Input Current (Imax)	15A
Maximum Short Circuit Current（Isc）	25A
OUTPUT DATA (DC)	
Output Operating Voltage Range	8-80V
Maximum System Voltage	1000V/1500V
Maximum Series Fuse Rating	30A
MECHANICAL DATA	
Operating Ambient Temperature Range	-40°F to +185°F (-40 °C to + 85 °C)
Dimensions (without cable & connectors)	5" x 1.2" x 0.6"(129 mm x 30 mm x 16 mm)
Cable Length	Input 250mm/Output 1200mm
Cable Cross Section Size	UL:12AWG
Connector	Input: Stäubli MC4 PV-KBT4&KST4 or Customized Output: APsystems specified or Customized
Enclosure Rating	NEMA Type 6P/IP68
Protection Temperature	100°C
FEATURES & COMPLIANCE	
Communication	PLC
Safety Compliance	NEC 2017 & 2020 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305
	FCC Part15; ICES-003;IEC/EN61000-6-1/-2/-3/-4

Rapid Shutdown CERTIFIED

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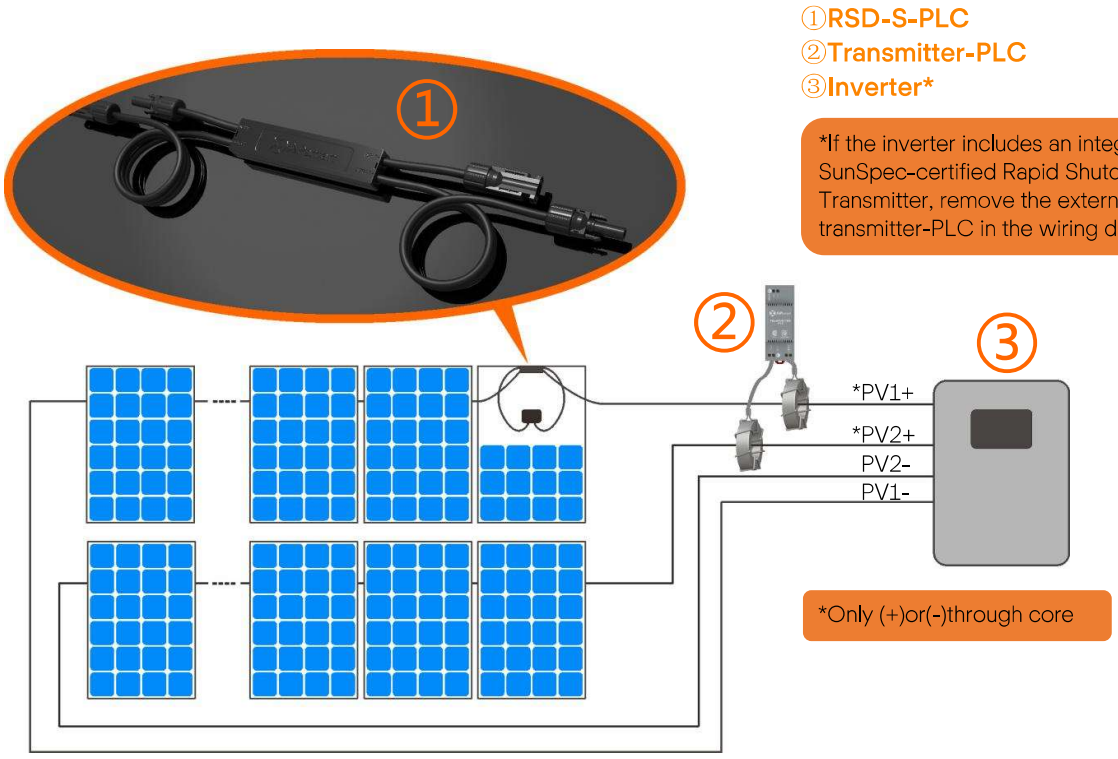
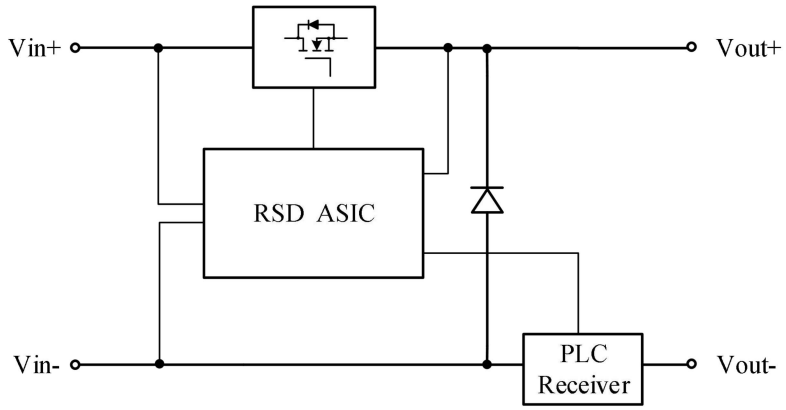
> RSD-S-PLC WIRING DIAGRAM



> WORKING SCHEMATIC DIAGRAM



ORDERING INFORMATION	
415002	1500V UL, 1.2m cable, Stäubli MC4 PV-KBT4&KST4
415001	1000V UL, 1.2m cable, Customized connector

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633

MATT LEMERE
P: (773) 633-7114
mlemere@garlandind.com

November 13, 2025

TO: Julie Gray, Village of Northbrook
RE: Garland/DBS, Inc. Proposal # 25-IL-240558

Julie,

The attached proposal and submittals outline the structural analysis of the Public Works building, the equipment that will be installed and the subcontractors that will install it.

SunPeak out of Madison, WI will install all required electrical connections to the existing building infrastructure. They will install the solar racking to the south side of the gable roof at Public Works to hold the solar panels. They will install the required panels to produce 75kW of electricity to offset the consumption of the meter onsite today.

Waukegan Roofing of Mundelein, IL will provide waterproofing at all 330 new penetrations that will be created from the installation of the solar racking system. Waukegan was the installing contractor of the new roofing membrane on Public Works in 2024. They will be using materials that are compatible with the roof membrane.

The following pages include the work proposal, all solar material submittals and a summary of the incentives available to the Village following the installation of the new solar system. SunPeak has vetted these incentives and confirmed their availability.

Regards,

Matt Lemere

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

ATTACHMENT D

GARLAND BID SUMMARY

REFER TO SEPARATE GARLAND/DBS, INC. PROPOSAL

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Northbrook
Public Works (Solar)
655 Huehl Rd
Northbrook, Illinois 60062

Date Submitted: 11/03/2025
Proposal #: 25-IL-240558
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Design Parameters**
   Code: International Building Code, 2018 Edition
   Risk Category: II
   Design wind speed, Vult: 107 mph (3-sec gust)
   Wind exposure category: C
   Ground snow load, Pg: 30 psf
2. **Existing Roof Structure**
   Roof structure: Pre-Engineered Metal Building
   Roofing material: built up roofing
   Roof pitch: 4:12

3. **Connection to Roof**
   Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
   Maximum mounting spacing along rails:
   Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
   Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
   Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
   Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
   Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer
4. **Conclusions**
   Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.
   See attached calculations.

Note: Additional Cost Incentives not Included:
Federal Elective Pay
ComEd Rebate
Sum of all SREC Payments

Option B: Optimal System to Offset Heat Meter

Proposal Price Based Upon Market Experience:	**$**	**306,089**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$**	**306,089**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is included as it pertains to the scope.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

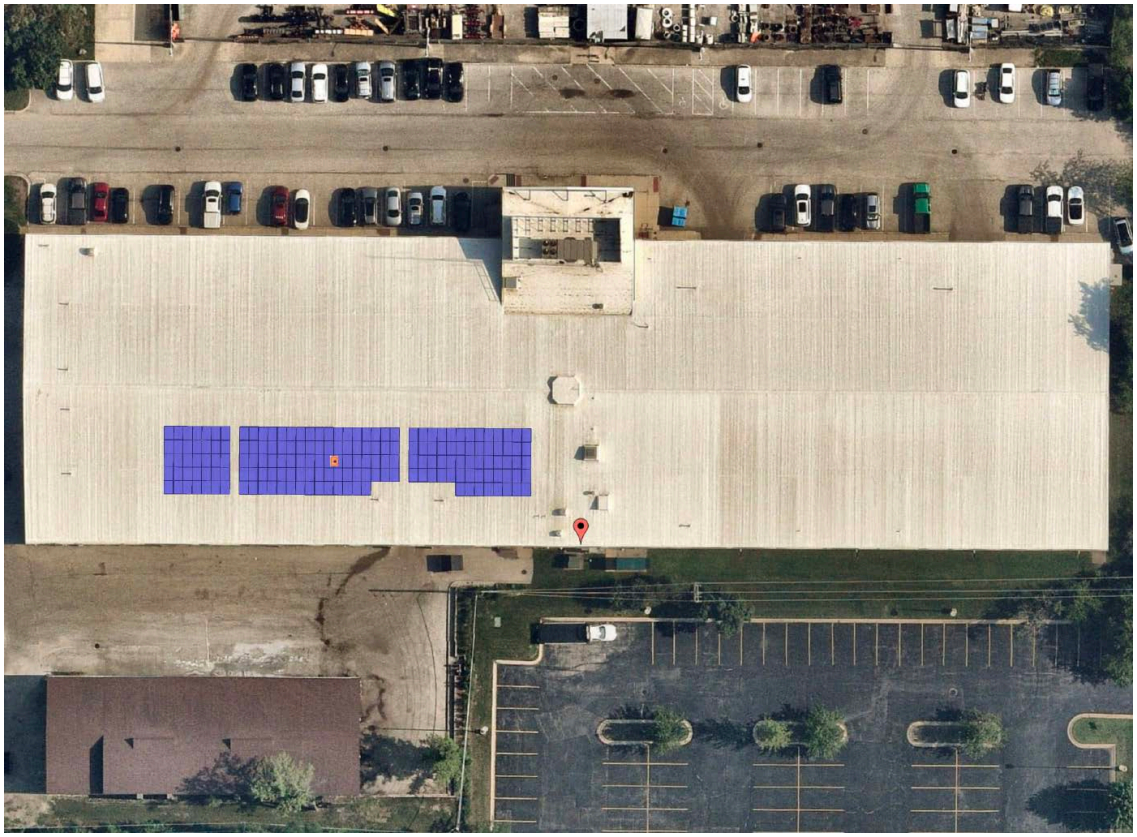
Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

System Price	**$306,089 ***	**Final contract price for all equipment and installation services.**
Illinois Shines Contract Fees	$6,639	Collateral and application fees. Only applicable if applying for Illinois Shines program.
Federal Rebate	($91,920)	Direct payment in lieu of tax credit.
ComEd DG Rebate	($20,000)	Cash rebate equal to $250/kWdc, which is paid in full after system commissioning.
Net Investment at Year 1	**$200,808**	**Year 1 investment after all first year rebates and incentives.**
Illinois Shines Contract	($95,744)	Payments for the Renewable Energy Credits (RECs) from your system over 15 years. Paid out over 6 years.
New Investment	**$105,064**	**Lifetime investment after incentives. Does not include utility cost savings.**

*Assumes no permit fees



VSE Project Number: U5963.0026.241

April 12, 2024

SunPeak, LLC
ATTENTION: Michael Turney
1026 Ann Street
Madison, WI 53713

REFERENCE: Northbrook DPW Building: 655 Huehl Road, Northbrook, IL 60062
SunPeak, LLC Project: 240003
Solar Array Installation

To Whom It May Concern:

We have reviewed the existing structure at the above referenced site. The purpose of our review was to determine the adequacy of the existing structure to support the proposed installation of solar panels on the roof as shown on the panel layout plan.

Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.

Design Parameters

Code: International Building Code, 2018 Edition
Risk Category: II
Design wind speed, Vult: 107 mph (3-sec gust)
Wind exposure category: C
Ground snow load, Pg: 30 psf

Existing Roof Structure

Roof structure: Pre-Engineered Metal Building
Roofing material: built up roofing
Roof pitch: 4:12

Connection to Roof

Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
Maximum mounting spacing along rails:
Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer

Conclusions

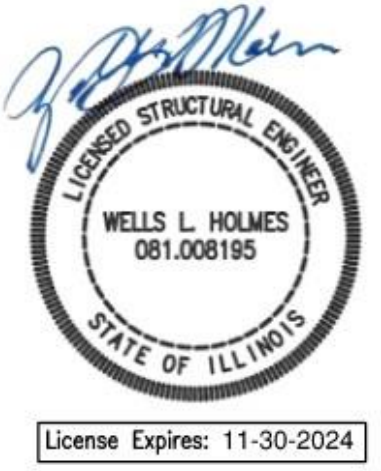
Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation. See attached calculations.

The solar array will be flush-mounted (no more than 10" above the roof surface) and parallel to the roof surface. Thus, we conclude that any additional wind loading on the structure related to the addition of the proposed solar array is negligible. The attached calculations verify the capacity of the connections of the solar array to the existing roof against wind (uplift), the governing load case. Increases in lateral forces less than 10% are considered acceptable. Thus the existing lateral force resisting system is permitted to remain unaltered.

Limitations

Installation of the solar panels must be performed in accordance with manufacturer recommendations. All work performed must be in accordance with accepted industry-wide methods and applicable safety standards. The contractor must notify Vector Structural Engineering, LLC should any damage, deterioration or discrepancies between the as-built condition of the structure and the condition described in this letter be found. The use of solar panel support span tables provided by others is allowed only where the building type, site conditions, site-specific design parameters, and solar panel configuration match the description of the span tables. The design of the solar panels, solar racking (mounts, rails, etc.) and electrical engineering is the responsibility of others. Waterproofing around the roof penetrations is the responsibility of others. Vector Structural Engineering assumes no responsibility for improper installation of the solar array. Vector Structural Engineering shall be notified of any changes from the approved layout prior to installation.

VECTOR STRUCTURAL ENGINEERING, LLC
IL Firm License: 184.005810 - COA



04/12/2024

Wells Holmes, S.E.
IL License: 81.008195 - Expires: 11/30/2024
Project Engineer

Enclosures

WLH/lpo

JOB NO.: U5963.0026.241
SUBJECT: WIND PRESSURE

PROJECT: Northbrook Dpw Building

Components and Cladding Wind Calculations

Label: Solar Panel Array

Note: Calculations per ASCE 7-16

SITE-SPECIFIC WIND PARAMETERS:

Basic Wind Speed [mph]:	107
Exposure Category:	C
Risk Category:	II

Notes:

ADDITIONAL INPUT & CALCULATIONS:

Height of Roof, h [ft]:	26	(Approximate)			
Comp/Cladding Location:	Gable Roofs 7° < θ ≤ 20°				
Enclosure Classification:	Enclosed Buildings				
Zone 1, 2e GCp:	2.00	Figure 30.3-2B (negative coeff.)	Zone 1, 2e γ_a:	0.68	Fig. 29.4-8
Zone 2n, 2r, 3e GCp:	2.91		Zone 2n, 2r, 3e γ_a:	0.77	
Zone 3r GCp:	3.49		Zone 3r γ_a:	0.77	

α:	9.5	Table 26.11-1
z_g [ft]:	900	Table 26.11-1
K_h:	0.95	Table 26.10-1
K_e:	0.98	Table 26.9-1
K_{zt}:	1	Equation 26.8-1
K_d:	0.85	Table 26.6-1
Velocity Pressure, q_h [psf]:	23.2	Equation 26.10-1
γ_E:	1.50	Section 29.4.4

WIND PRESSURES:

Equation 29.4-7 $p = q_h (GC_p)(\gamma_E)(\gamma_a)$

Zone 1, 2e, p [psf]:	47.3	psf (1.0 W)	
Zone 2n, 2r, 3e, p [psf]:	78.4	psf (1.0 W)	
Zone 3r, p [psf]:	62.6	psf (1.0 W)	(γ_E = 1.0 for Zone 3r)

(a = 10.4 ft)

JOB NO.: U5963.0026.241
SUBJECT: CONNECTION

PROJECT: Northbrook Dpw Building

Calculate Uplift Forces on Connection

	Pressure (0.6 Dead -0.6 Wind) (psf)	Max Trib. Width[1] (ft)	Max Trib. Area[2] (ft^2)	Max Uplift Force (lbs)
Zone 1, 2e	26.6	6.0	19.8	525
Zone 2n, 2r, 3e	45.2	3.5	11.5	521
Zone 3r	35.8	3.5	11.5	412

Calculate Connection Capacity

Metal Screw Name:	Common
Metal Screw Size:	1/4"
Metal Type:	Steel
Metal Gauge Attaching To[3]:	22 ga
Ultimate Capacity[4] [lbs/in]:	198
Factor of Safety:	3
Number of Screws:	8
Prying Coefficient:	1
Total Capacity [lbs]:	528

Determine Result

Maximum Demand [lbs]:	525
Connection Capacity [lbs]:	528

Result: **Capacity > Demand, Connection is adequate.**

Notes

1. 'Max Trib. Width' is the width along the rails tributary to the connection.
2. 'Max Trib Area' is the product of the 'Max. Trib Width' and 1/2 the panel width/height perpendicular to the rails. (2) rails per row of panels. Length of panels perpendicular to the rails shall not exceed 79".
3. Metal gauge has been verified in field.
4. Ultimate capacity values are taken from the SSMA design guide.
5. Metal is assumed to be Fy= 35 ksi

JOB NO.: U5963.0026.241
SUBJECT: GRAVITY LOADS

PROJECT: Northbrook Dpw Building

GRAVITY LOADS

Roof Pitch: 4.0 :12

ROOF DEAD LOAD (D)	Design material weight [psf]	Increase due to pitch	Material weight [psf]
Built Up Roofing	4.2	1.05	4.0
22 gauge metal roof	1.1	1.05	1.0
Framing	3.0		3.0
Rigid Insulation	0.5		0.5
Ceiling	2.1	1.05	2.0
M, E & Misc	4.1		3.5
Total Existing Roof DL	15.0		
PV Array DL	3.2	1.05	3

ROOF LIVE LOAD (Lr)

Existing Design Roof Live Load [psf]	12	ASCE 7-16 Table 4.3-1
Roof Live Load With PV Array [psf]	0	2018 IBC, Section 1607.13.5

SNOW LOAD (S):

	Existing	w/ Solar Array	
Roof Slope [x:12]:	4.0	4.0	
Roof Slope [°]:	18	18	
Ground Snow Load, p_g [psf]:	30	30	ASCE 7-16, Section 7.2
Terrain Category:	C	C	ASCE 7-16, Table 7.3-1
Exposure of Roof:	Fully Exposed	Fully Exposed	ASCE 7-16, Table 7.3-1
Exposure Factor, C_e:	0.9	0.9	ASCE 7-16, Table 7.3-1
Thermal Factor, C_t:	1.2	1.2	ASCE 7-16, Table 7.3-2
Risk Category:	II	II	ASCE 7-16, Table 1.5-1
Importance Factor, I_s:	1.0	1.0	ASCE 7-16, Table 1.5-2
Flat Roof Snow Load, p_f [psf]:	23	23	ASCE 7-16, Equation 7.3-1
Minimum Roof Snow Load, p_m [psf]:	0	0	ASCE 7-16, Section 7.3.4
Unobstructed Slippery Surface?	No	No	ASCE 7-16, Section 7.4
Slope Factor Figure:	Figure 7-2c	Figure 7-2c	ASCE 7-16, Section 7.4
Roof Slope Factor, C_s:	1.00	1.00	ASCE 7-16, Figure 7.4-1
Sloped Roof Snow Load, p_s [psf]:	23	23	ASCE 7-16, Equation 7.4-1
Design Snow Load, S [psf]:	23	23	

JOB NO.: U5963.0026.241
SUBJECT: LOAD COMPARISON

PROJECT: Northbrook Dpw Building

Summary of Loads

	Existing	With PV Array
D [psf]	15	18
Lr [psf]	12	0
S [psf]	23	23

Maximum Gravity Loads:

	Existing	With PV Array	
D + Lr [psf]	27	18	ASCE 7-16, Section 2.4.1
D + S [psf]	38	41	ASCE 7-16, Section 2.4.1

Maximum Gravity Load [psf]:	40	41	
	See note below.		
Ratio Proposed Loading to Current Loading:		**102%**	**OK**

The gravity loads, and thus the stresses of the structural elements, in the area of the solar array are either decreased or increased by no more than 5%. Therefore, the requirements of Section 806.2 of the 2018 IEBC are met and the structure is permitted to remain unaltered.

Note: The portal frames were originally designed for 40 psf (see drawings by Gassman Engineering Inc, Dated March 12, 1973, Sheet S2)

JOB NO.: U5963.0026.241

PROJECT: Northbrook DPW **SUBJECT:** C & Z PURLIN ANALYSIS

Summary of Applicable Loads

Roof Dead Load, D [psf]:	12.0	(doesn't include the framing weight)
Roof Live Load, L_r [psf]:	20	
Balanced Snow Load, S (p_f or p_s) [psf]:	23	
Minimum Snow Lod, S (p_m) [psf]:	0	

Purlin Analysis:

Purlin Label	Span [ft]	Spacing [ft]	Solar Weight [psf]	Total Load [psf]	Total Load [plf]	Load Capacity [plf]	Check	
P1	20.0	5.0	3.0	37.7	188	225	**84%**	**OK**

Note: The purlins were originally designed for 45 psf total load. (See drawings by Gassman Engineering, Inc., Dated Mach 12, 1973, Sheet S1).

Northbrook Public Works - Solar Scope of Work

1. Overview

SunPeak, LLC ("Contractor") will provide complete engineering, procurement, and construction services for a rooftop solar photovoltaic (PV) system at 655 Huehl Rd. The project will be delivered as a turnkey installation that includes design, procurement, construction, state incentive processing and system commissioning. The project will be performed in full compliance with applicable codes, safety standards, and utility requirements.

2. Design and Engineering

SunPeak will perform all design and engineering necessary to deliver a safe, efficient, and code-compliant PV system.

Scope includes:

- Structural verification and electrical design for a roof-mounted PV array.
- Preparation of permit and interconnection drawings required for approvals.
- Final layout drawings, one-line diagrams, and supporting calculations.
- As-built system production modeling and performance analysis.

3. Permitting and Interconnection

SunPeak will coordinate all permitting and interconnection activities, including:

- Preparation and submission of permit applications to the Authorities Having Jurisdiction (AHJs).
- Coordination with ComEd and other stakeholders for approvals, inspections, and final authorization to energize the system.
- Attendance and support during all required inspections until approvals are secured.

4. Procurement

SunPeak will procure all materials, components, and equipment required for a complete, operational PV system.

All materials will be new, UL-listed, and compliant with current industry standards. Equipment will be selected for reliability and long-term performance consistent with SunPeak standards.

5. Construction and Installation

SunPeak will execute and supervise all aspects of construction and installation.
Scope includes:

- Installation of racking, modules, inverters, and electrical balance-of-system components.
- DC work will be self-performed by SunPeak's in-house crews.
- Roof flashings will be installed by a qualified roofing contractor.
- AC work will be completed by a licensed electrical contractor.
- Implementation of site safety plans, access control, and daily progress tracking throughout construction.

6. Commissioning and Testing

SunPeak will perform commissioning and verification testing to confirm proper operation and compliance with project requirements.
Scope includes:

- Mechanical and electrical inspection of installed components.
- Functional and performance testing.
- System energization and monitoring setup.
- Delivery of commissioning documentation and test results to the Village.
- Demonstration of system operation and monitoring functions to village personnel.

7. Documentation and Training

Upon completion, SunPeak will provide:

- As-built drawings in both digital and hard-copy formats.
- Operations and maintenance manuals including manufacturer documentation and warranty certificates.
- Owner training covering system operation, performance monitoring, and maintenance basics.

8. Warranty and Support

- **Workmanship warranty:** One (1) year from the date of system commissioning.
- **Manufacturer warranties:** Provided by the original equipment manufacturers and assigned to the Owner at project completion.

- SunPeak will assist the Owner with warranty registration and provide reasonable post-installation support as needed.

TALESUN

BIPRO

TM7G54M 108-cell

430 - 450W

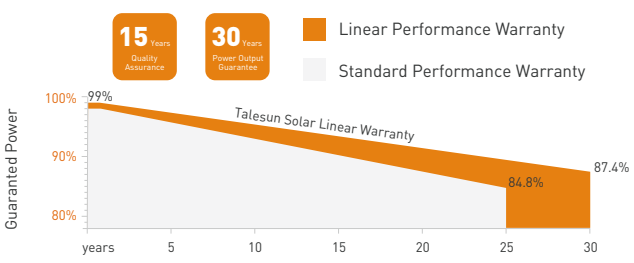
Bifacial Dual Glass
Full Black

SYSTEM & PRODUCT CERTIFICATES

- IEC 61215 / IEC 61730 / UL 61730
- ISO 9001: 2015 Quality Management System
- ISO 14001: 2015 Environment Management System
- ISO 45001: 2018 Occupational Health and Safety Management Systems

c UL us LISTED CE DEKRA

PERFORMANCE WARRANTY



KEY FEATURES

16BB Half-cut Cell Technology

Lower LID/LeTID degradation and better low light performance
Attenuation ⩽1% (1st year) / ⩽0.4% (Linear)

Industry Leading High Yield

Bifacial TOPCon cell technology,
Dual-sided power generation gain from back side depending on albedo, significantly reduce LCOE

Excellent Anti-PID Performance

PID Anti

192 hours Anti-PID test

Wider Application

No water-permeability and high wear-resistance,
can be widely used in high-humid, windy and dusty area

IP68 Junction Box

High waterproof level

www.talesun.com
marketing.hq@tales

1010

* GL-EN-Version 2024.12.06

ELECTRICAL CHARACTERISTICS

Testing Condition	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT	STC	NMOT
Maximum Power (Pmax/W)	430	326	435	330	440	334	445	338	450	341
Operating Voltage (Vmpp/V)	32.68	31.10	32.81	31.30	32.94	31.50	33.07	31.70	33.20	31.90
Operating Current (Impp/A)	13.16	10.49	13.26	10.54	13.36	10.59	13.46	10.64	13.56	10.69
Open-Circuit Voltage (Voc/V)	39.00	37.00	39.15	37.10	39.30	37.20	39.45	37.30	39.60	37.40
Short-Circuit Current (Isc/A)	13.67	11.02	13.72	11.06	13.77	11.10	13.82	11.14	13.87	11.18
Module Efficiency (%)	22.00		22.30		22.50		22.80		23.00	

STC: Irradiance 1000W/m², Spectra at AM1.5, Module Temperature 25℃. Power output tolerance: 0~+5W, Test uncertainty for Pmax: ±3%
NMOT: Irradiance 800W/m², Spectra at AM1.5, Ambient Temperature 20℃, Wind speed 1m/s

REAR SIDE POWER GAIN(REFERENCE TO 445W FRONT)

Pmax gain	5%	10%	15%	20%	25%
Pmax/W	467	490	512	534	556
Vmpp/V	33.07	33.07	33.07	33.07	33.07
Impp/A	14.51	15.20	15.89	16.58	17.28
Voc/V	39.45	39.45	39.45	39.45	39.45
Isc/A	14.13	14.81	15.48	16.15	16.83

MECHANICAL CHARACTERISTICS

Cell Type	N-type Mono-Crystallin (16Busbar)
No. of Cells	108pcs in series (6*18)
Module Dimensions	1722*1134*30mm (67.80*44.65*1.18inches)
Weight	24.5kg (54.01lbs)
Front Glass	2.0mm AR Coating Semi-tempered Glass
Back Glass	2.0mm Glazed Semi-tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68, 3 Bypass Diodes
Output Cables	4mm² (IEC), 12AWG(UL) 350mm(+),250mm(-) or Customized Length
Connectors	T01/LJQ-3-CSY/MC4/MC4-EVO2

APPLICATION CONDITIONS

Maximun System Voltage	1500V/DC
Operating Temperature	-40°C~+85°C
Maximun Series Fuse	30A
Safety Protection Class	Class Ⅱ
Mechanical Load*	Front side 5400Pa, Back side 2400Pa
Refer. Bifaciality Factor	80%±5%

*Refer to the installation manual for details

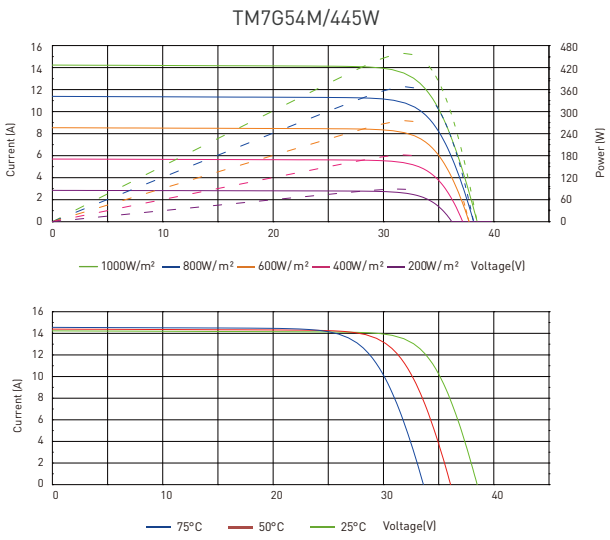
TEMPERATURE CHARACTERISTICS

Temperature Coefficient of Pmax	-0.29%/°C
Temperature Coefficient of Voc	-0.24%/°C
Temperature Coefficient of Isc	+0.043%/°C
Nominal Module Operating Temperature(NMOT)	43±2°C

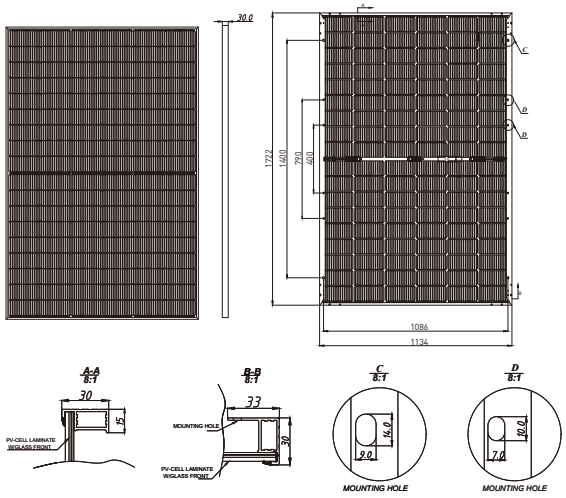
PACKING CONFIGURATION

Pieces Per Pallet	36	36(USA)
Pieces Per Container(40'HQ)	936	720

Electrical Performance



TECHNICAL DRAWINGS



TALESUN

The specification and key features described in this datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, R&D enhancement, Suzhou Talesun Solar Technologies Co., Ltd. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

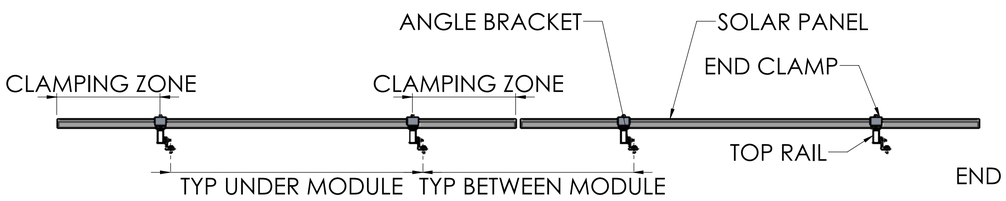
TerraGen
Solar

TGP

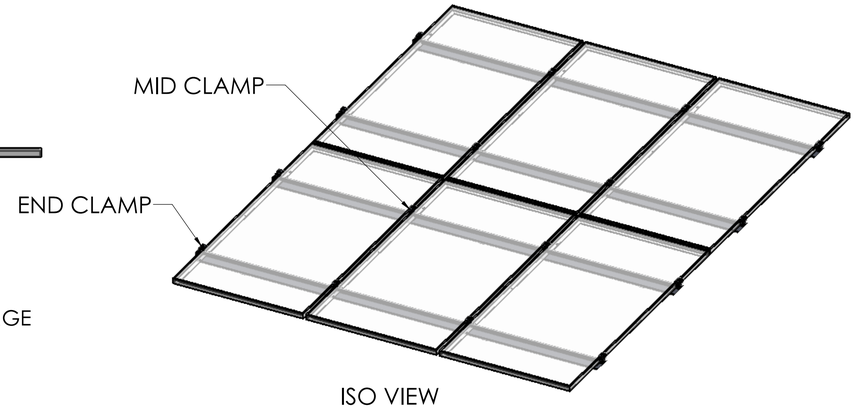
1012

TORQUE	
ANGLE BRACKETS	12 LB-FT
CROSS ADAPTERS	12 LB-FT
END CLAMP	12-14 LB-FT
MID CLAMP	12 LB-FT

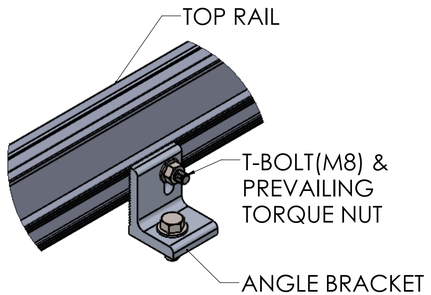
NOTES:
1. HARDWARE MUST BE TORQUE MARKED AFTER TORQUING.
2. USE OF IMPACT TOOLS WHEN INSTALLING CLAMPS AND HARDWARE WILL CAUSE GALLING (SEIZING OF SS HARDWARE). TERRAGEN WILL NOT FREE ISSUE COMPONENTS DAMAGED FROM USE OF IMPACT TOOLS.



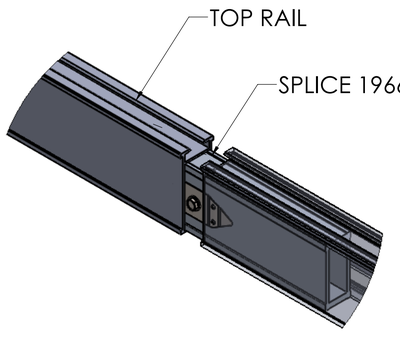
ATTACHMENT TYPICAL SPACING:
1. ALWAYS VERIFY THAT THE CLAMPING ZONE DIMENSIONS ARE WITHIN THE REQUIRED RANGE SPECIFIED IN THE APPLICABLE MODULE INSTALLATION MANUAL. THIS DIMENSION WILL DETERMINE THE SPACING OF ANGLE BRACKETS ("**TYPICAL UNDER MODULE**" DIMENSION).
2. REFER TO ATTACHMENT PLAN FOR SPACING BETWEEN ATTACHMENTS.



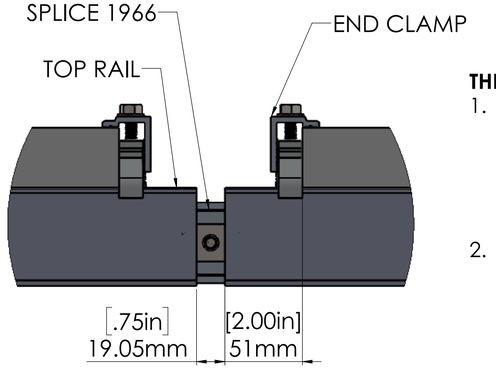
ISO VIEW



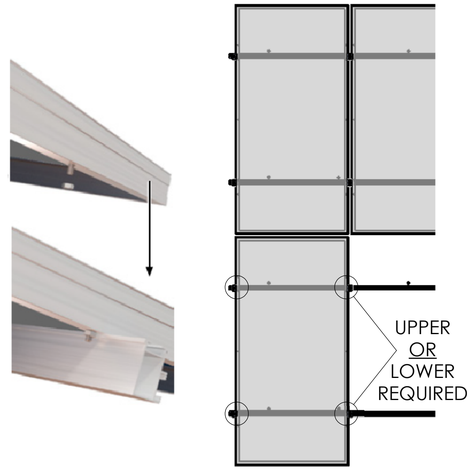
ANGLE BRACKET ASSEMBLY:
1. ANGLE BRACKET IS CONNECTED TO THE LOWER TOP RAIL USING M8 T-BOLT & HEX NUT.
2. REFER TO APPLICABLE ATTACHMENT INSTALLATION MANUAL TO DETERMINE HOW THE PROJECT SPECIFIC ATTACHMENT WILL BE INSTALLED.

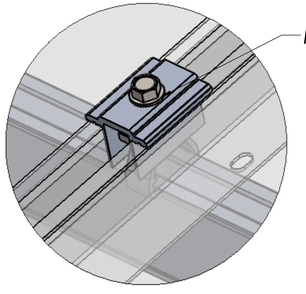


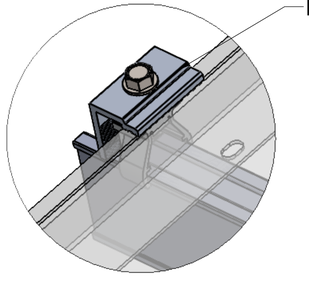
SPLICE 1966 DETAIL:
SPLICE 1966 JOINS 2 TOP RAILS TOGETHER. TOP RAILS SLIDE OVER SPLICE AND MUST BE STOPPED BY THE SCREW HEAD TO ENSURE BONDING CLIP IS ENGAGED.



THERMAL BREAK DETAIL:
1. IF A THERMAL BREAK IS REQUIRED, LEAVE 0.75" BETWEEN THE TOP RAILS TO ALLOW FOR THERMAL EXPANSION.
2. ALLOW FOR 4.75" BREAK BETWEEN THE MODULES OVER THE THERMAL BREAK USING END CLAMPS.





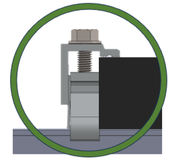


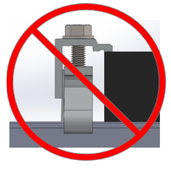
RECOMMENDED: SLIP PROTECTION (NOT SUPPLIED):
1. IF ROOF SLOPE IS GREATER THAN 20 DEG, IF RECOMMENDED MAINTENANCE IS DIFFICULT OR FOR EXTRA PRECAUTIONARY MEASURES, SLIP PROTECTION IS RECOMMENDED.
2. IT IS ONLY REQUIRED ON THE BOTTOM ROW OF MODULES. THIS INCLUDES ANY MODULE WHICH DOESN'T HAVE A MODULE DIRECTLY BELOW IT.
3. MODULE MOUNTING HOLES COME IN VARYING SIZES, SELECT APPROPRIATE BOLT SIZE & HEX NUT.
4. CHOOSE EITHER THE UPPER OR LOWER TOP RAIL TO INSTALL THE BOLT ABOVE, WHICH DEPENDS ON THE CLAMP ZONES OF THE MODULES AND THE MOUNTING HOLE LOCATIONS. BOLT SHOULD BE INSTALLED UP AGAINST THE RAIL.

MID CLAMP w/BONDING WASHER DETAIL:
MID CLAMP IS INSTALLED BETWEEN 2 MODULES.

END CLAMP DETAIL:
END CLAMP IS INSTALLED AT THE ENDS OF A MODULE ARRAY AND AT THERMAL BREAK LOCATIONS. END CLAMPS MUST SIT FLAT AND SQUARE ON THE MODULE FRAME.

BOTH LEGS ENGAGED (ALL CLAMPS)





FRAME TIGHT AGAINST CLAMP (END OR MID)

TerraGen Solar
TerraGen Environmental Group Inc.
120 Parsons Rd
Alliston, ON L9R 1E9
Tel: (705) 435-7373
Fax: (705) 434-4002
www.terragensolar.ca

REV	DESCRIPTION	DATE
0	ISSUED FOR PERMIT	22.09.2025

ENGINEER'S SEAL

DRAWING TITLE:
GENERIC RACKING DETAIL

PROJECT TITLE:
NORTHBROOK PUBLIC WORKS

PROPRIETARY AND CONFIDENTIAL

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	NAME	DATE
DRAWN	PJ	22.09.2025
CHECKED	MR	22.09.2025

PROJECT NO: TG-24-108

DWG. NO: L2

SCALE: NTS

SIZE: D

REV: 3.0

1013

Fully integrated

- No additional racking required for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs
- Up to 60% faster commercial PV system installation

Increased power, flexibility

- Six MPP trackers for flexible stringing and maximum power production
- ShadeFix, SMA's proprietary shade management solution, optimizes at the string level
- Intelligent string monitoring to pinpoint array performance issues

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- I-V curve diagnostic function to visualize and document PV string electrical characteristics
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions, and is the most versatile, cost-effective commercial solution available. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage		1000 V	
Rated MPP voltage range	330 V … 800 V	500 V … 800 V	550 V … 800 V
MPPT operating voltage range		150 V … 1000 V	
Minimum DC voltage / start voltage		150 V / 188 V	
MPP trackers / strings per MPP input		6 / 2	
Maximum usable operating input current / per MPP tracker		120 A / 20 A	
Maximum short circuit current per MPPT / per string input		32 A / 30 A	
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections		3 / 3-(N)-PE	
Nominal AC voltage		480 V / 277 V WYE	
AC voltage range		244 V … 305 V	
Maximum output current	40 A	64 A	80 A
Rated grid frequency		60 Hz	
Grid frequency / range		50 Hz, 60 Hz / -6 Hz … +6Hz	
Power factor at rated power / adjustable displacement		1 / 0.0 leading … 0.0 lagging	
Harmonics THD		<3 %	
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect		●	
Load rated AC disconnect		●	
Ground fault monitoring: Riso / Differential current		● / ●	
DC AFCI arc-fault protection		●	
SunSpec PLC signal for rapid shutdown		●	
DC reverse polarity protection		●	
AC short circuit protection		●	
DC surge protection: Type 2 / Type 1+2		O / O	
AC surge protection: Type 2 / Type 1+2		O / O	
Protection class / overvoltage category (as per UL 840)		I / IV	
General data			
Device dimensions (W / H / D)		621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)	
Device weight		84 kg (185 lbs)	
Operating temperature range		-25 °C … +60 °C (-13 °F … +140 °F)	
Storage temperature range		-40 °C … +70 °C (-40 °F … +158 °F)	
Audible noise emissions (full power @ 1m and 25 °C)		65 dB(A)	
Internal consumption at night		5 W	
Topology		Transformerless	
Cooling concept		OptiCool (forced convection, variable speed fans)	
Enclosure protection rating		Type 4X, 3SX (as per UL 50E)	
Maximum permissible relative humidity (non-condensing)		100 %	
Additional information			
Mounting		Free-standing with included mounting feet	
DC connection		Amphenol UTX PV or H4Plus connectors	
AC connection		Screw terminals - 4 AWG to 4/0 AWG CU/AL	
LED indicators (Status / Fault / Communication)		●	
Network interfaces: Ethernet / WLAN / RS485		● (2 ports) / ▲ / O	
Data protocols: SMA Modbus / SunSpec IEEE 1547 Modbus / Webconnect		● / ● / ●	
ShadeFix technology for string level optimization		●	
Intelligent string performance monitoring		●	
I-V curve diagnostic function		●	
Integrated Plant Control / Q on Demand 24/7		● / ●	
SMA Smart Connected (proactive monitoring and service support)		●	
Certifications			
Certifications and approvals		UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment, UL 3741	
FCC compliance		FCC Part 15 Class A	
Grid interconnection standards		IEEE 1547-2018, UL 1741 SA/SB - CA Rule 21, HECO SRD V2.0	
Advanced grid support capabilities		L/HFRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor	
Warranty			
Standard		10 years	
Optional extensions		15 / 20 years	
O Optional features ● Standard features - Not available	▲ Subject to availability	Data at nominal conditions - status: 02/2023	
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41

Accessories

SMA Data Manager M
EDMM-US-10

SMA Sensor Module
MD.SEN-US-40

Universal Mounting System
UMS_KIT-10

AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2

STPCORE1-DSen-32 SMA and Sunny Tripower are registered trademarks of SMA Solar Technology AG. Printed on FSC-certified paper. All products and services described as well as technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for errors or omissions. For current information, see www.SMA-Solar.com.

APsmart

Raising the bar in innovative
DC **MLPE** solar power systems

RSD-S-PLC

- Meets NEC 2017 & 2020 (690.12) requirements
- Executes rapid shutdown of system when Transmitter-PLC signal is absent
- Meets SunSpec requirements

The RSD-S-PLC meets SunSpec requirements,maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.

> RSD-S-PLC TECHNICAL DATA

MODEL	RSD-S-PLC
INPUT DATA (DC)	
Input Operating Voltage Range	8-80V
Maximum Cont. Input Current (Imax)	15A
Maximum Short Circuit Current（Isc）	25A
OUTPUT DATA (DC)	
Output Operating Voltage Range	8-80V
Maximum System Voltage	1000V/1500V
Maximum Series Fuse Rating	30A
MECHANICAL DATA	
Operating Ambient Temperature Range	-40°F to +185°F (-40 °C to + 85 °C)
Dimensions (without cable & connectors)	5" x 1.2" x 0.6"(129 mm x 30 mm x 16 mm)
Cable Length	Input 250mm/Output 1200mm
Cable Cross Section Size	UL:12AWG
Connector	Input: Stäubli MC4 PV-KBT4&KST4 or Customized Output: APsystems specified or Customized
Enclosure Rating	NEMA Type 6P/IP68
Protection Temperature	100°C
FEATURES & COMPLIANCE	
Communication	PLC
Safety Compliance	NEC 2017 & 2020 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305
	FCC Part15; ICES-003;IEC/EN61000-6-1/-2/-3/-4

Rapid Shutdown CERTIFIED

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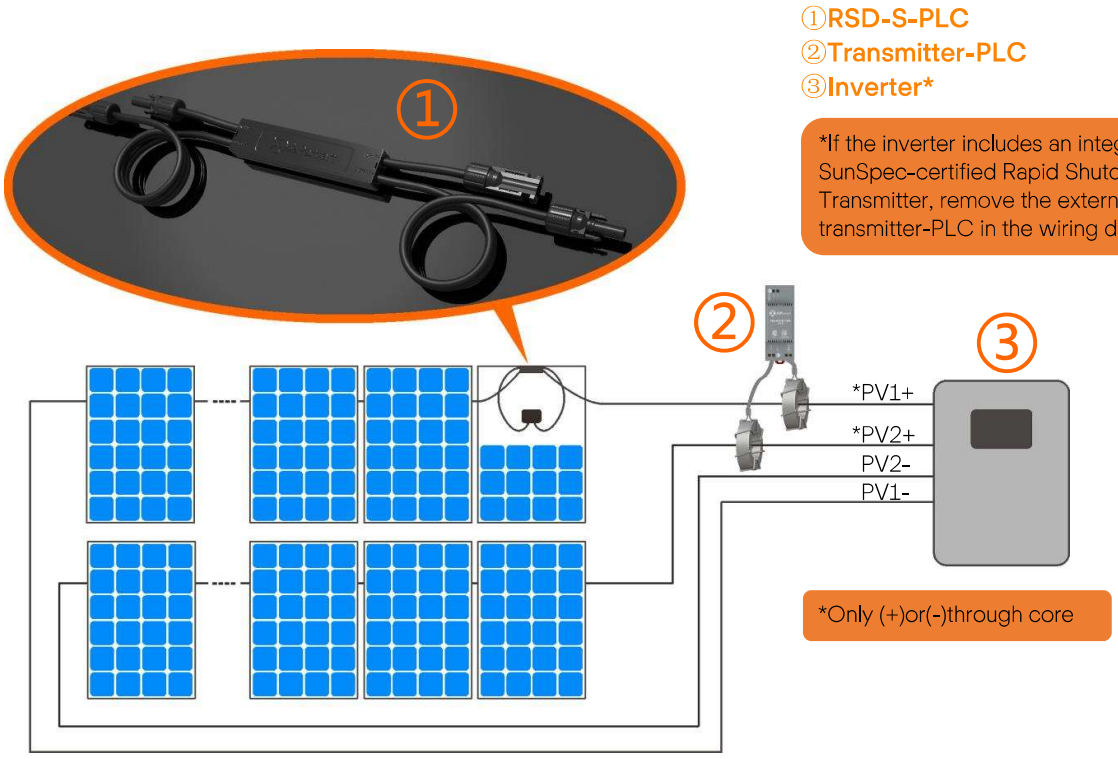
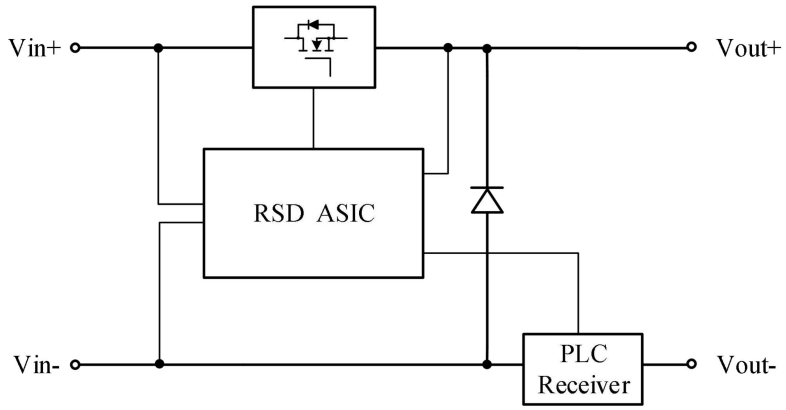
> RSD-S-PLC WIRING DIAGRAM



> WORKING SCHEMATIC DIAGRAM



ORDERING INFORMATION	
415002	1500V UL, 1.2m cable, Stäubli MC4 PV-KBT4&KST4
415001	1000V UL, 1.2m cable, Customized connector

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633

MATT LEMERE
P: (773) 633-7114
mlemere@garlandind.com

November 13, 2025

TO: Julie Gray, Village of Northbrook
RE: Garland/DBS, Inc. Proposal # 25-IL-240558

Julie,

The attached proposal and submittals outline the structural analysis of the Public Works building, the equipment that will be installed and the subcontractors that will install it.

SunPeak out of Madison, WI will install all required electrical connections to the existing building infrastructure. They will install the solar racking to the south side of the gable roof at Public Works to hold the solar panels. They will install the required panels to produce 75kW of electricity to offset the consumption of the meter onsite today.

Waukegan Roofing of Mundelein, IL will provide waterproofing at all 330 new penetrations that will be created from the installation of the solar racking system. Waukegan was the installing contractor of the new roofing membrane on Public Works in 2024. They will be using materials that are compatible with the roof membrane.

The following pages include the work proposal, all solar material submittals and a summary of the incentives available to the Village following the installation of the new solar system. SunPeak has vetted these incentives and confirmed their availability.

Regards,

Matt Lemere

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

Appendix 1

VILLAGE OF NORTHBROOK FOLLOWS COOK COUNTY PREVAILING WAGE REQUIREMENTS- REFER TO APPENDIX 1 ATTACHMENT

Ordinance 2018-34

Ordinance Ascertaining the Prevailing Rate of Wages in Cook County

Passed by the Board of Trustees, 6/12/2018
Printed and Published 6/13/2018

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

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

/s/ Debra J. Ford
Village Clerk

Ordinance 2018-34

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

Ordinance Ascertaining the Prevailing Rate of Wages in Cook County

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

The State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (2012) ("***Act***"). The Act requires that the Village of Northbrook ("***Village***") investigate and ascertain the prevailing rate of wages for laborers, mechanics and other workers in Cook County employed in performing construction of public works for the Village. Any term appearing in this Ordinance that is also used in the Act shall have the same meaning as that ascribed to it in the Act.

Section 2. WAGE RATE DETERMINATION

To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained and determined to be the same as the prevailing rate of wages for construction work in Cook County as determined by the State of Illinois Department of Labor as up to May 24, 2018. A copy of that determination is attached hereto, and by this reference incorporated herein, as ***Exhibit A***. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the State of Illinois Department of Labor shall supersede the Department of Labor's May 2018 determination and apply to any and all public works construction undertaken by the Village. The most recent revisions to the prevailing rate of wages in Cook County by the Illinois Department of Labor are available for access by the public on the Department's official website.

Section 3. PUBLIC WORKS CONSTRUCTION

Nothing herein contained shall be construed to apply the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

Section 4. PUBLIC POSTING

The Village Clerk is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the Village the determination of the prevailing rate of wages for Cook County as set forth in this Ordinance.

Section 5. FILING, PUBLICATION

The Village Manager is hereby directed to:

(a) promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

(b) cause a notice of this determination to be published in a newspaper of general circulation within the area, within thirty (30) days of its filing with the Department of Labor of the State of Illinois.

(c) mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate.

(d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contracts.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in effect upon its passage, approval, and publication in the manner provided by law.

Adopted: 6/12/2018

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	James Karagianis, Trustee
SECONDER:	Kathryn Ciesla, Trustee
AYES:	Frum, Karagianis, Buehler, Ciesla, Israel, Collison, Han

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

Cook County Prevailing Wage Rates posted on 11/4/2025

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
CEMENT MASON	All	ALL		53.10	55.10	2.0	1.5	2.0	2.0	18.43	24.00	0.00	1.25		2.50	5.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION ELECTRICIAN	All	BLD		51.14	56.25	1.5	1.5	2.0	2.0	16.70	14.48	1.40	1.27	0.10	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		50.37	70.87	1.5	1.5	2.0	2.0	10.13	17.51	0.00	2.85	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		64.58	70.87	1.5	1.5	2.0	2.0	12.99	22.45	0.00	3.66	0.00	0.00	0.00
ELECTRICIAN	All	ALL		57.75	63.53	1.5	1.5	2.0	2.0	19.34	21.13	1.60	1.87	0.30	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		52.25	54.75	1.5	1.5	2.0	2.0	14.29	19.02	0.00	1.00	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00

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MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	18.32	17.71	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	1	73.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	2	72.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	3	67.95	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	4	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	5	75.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT	6	63.45	73.95	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	61.09	1.5	1.5	1.5	2.0	16.26	17.59	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.26	2.61	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00

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ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.58	58.95	1.5	1.5	2.0	2.0	15.88	28.92	0.00	1.20	0.00	0.00	0.00
SIGN HANGER	All	BLD		37.62	40.63	1.5	1.5	2.0	2.0	7.85	4.90	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		62.46	65.96	2.0	2.0	2.0	2.0	19.05	27.04	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
SURVEY WORKER	All	HWY		58.45	59.45	1.5	1.5	2.0	2.0	19.10	14.40	0.00	1.59		0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	45.55	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	45.80	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	46.00	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	46.20	46.20	1.5	1.5	2.0	2.0	13.35	16.09	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	44.83	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	44.98	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	45.18	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	45.38	45.38	1.5	1.5	2.0	2.0	12.20	16.61	0.00	0.30	0.00	0.00	0.00
TUCKPOINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-

Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing

Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives

and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

PERFORMANCE BOND

TO BE INSERTED AFTER BOARD APPROVAL

AIA® Document A312™ – 2010

Performance Bond

Bond No. 30252389

CONTRACTOR:
(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:
(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:
(Name, legal status and address)
VILLAGE OF NORTHBROOK
1225 Cedar Lane
Northbrook, IL 60062

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: November 10, 2025

Amount: Three Hundred Six Thousand Eighty Nine and 00/100 Dollars ($ 306,089.00)

Description:
(Name and location)
Contract No. 25-IL-240558 ; Solar Panels

BOND
Date: November 10, 2025
(Not earlier than Construction Contract Date)

Amount: Three Hundred Six Thousand Eighty Nine and 00/100 Dollars ($ 306,089.00)

Modifications to this Bond: ☒ None ☐ See Section 16

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
GARLAND/DBS, INC.

Signature:
Name and Title: Brian Lambert, President

SURETY
Company: *(Corporate Seal)*
WESTERN SURETY COMPANY

Signature:
Name and Title: Nicholas Kertesz, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: ,		Name and Title: , Attorney-in-Fact	
Address:		Address:	
,		,	

VILLAGE OF NORTHBROOK
CONTRACT FOR THE INSTALLATION OF SOLAR PANELS
AT THE PUBLIC WORKS CENTER

LABOR AND MATERIAL PAYMENT BOND

TO BE INSERTED AFTER BOARD APPROVAL

AIA® Document A312™ – 2010

Payment Bond

Bond No. 30252389

CONTRACTOR:
(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:
(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:
(Name, legal status and address)
VILLAGE OF NORTHBROOK
1225 Cedar Lane
Northbrook, IL 60062

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: November 10, 2025

Amount: Three Hundred Six Thousand Eighty Nine and 00/100 Dollars ($ 306,089.00)

Description:
(Name and location)
Contract No. 25-IL-240558 ; Solar Panels

BOND
Date: November 10, 2025
(Not earlier than Construction Contract Date)

Amount: Three Hundred Six Thousand Eighty Nine and 00/100 Dollars ($ 306,089.00)

Modifications to this Bond: ☒ None ☐ See Section 18

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
GARLAND/DBS, INC.

Signature:
Name and Title: Brian Lambert, President

SURETY
Company: *(Corporate Seal)*
WESTERN SURETY COMPANY

Signature:
Name and Title: Nicholas Kertesz, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: ,		Name and Title: , Attorney-in-Fact	
Address:		Address:	
,		,	

1042

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Derek J Elston, Corinne Chapman, Roger Paraison, Tara A Maquinto, Susan A Welsh, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Aerie Walton, Kristin L Hannigan, Samantha Chierici, Richard Casas, Nicholas Kertesz, Jean Torres, Dartonya Wright, George F Douaire V, Individually

of Chicago, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 2nd day of June, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of Nov, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Northbrook
Public Works (Solar)
655 Huehl Rd
Northbrook, Illinois 60062

Date Submitted: 07/24/2025
Proposal #: 25-IL-240558
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. **Design Parameters**
   Code: International Building Code, 2018 Edition
   Risk Category: II
   Design wind speed, Vult: 107 mph (3-sec gust)
   Wind exposure category: C
   Ground snow load, Pg: 30 psf
2. **Existing Roof Structure**
   Roof structure: Pre-Engineered Metal Building
   Roofing material: built up roofing
   Roof pitch: 4:12

3. **Connection to Roof**
   Mounting connection: (8) 1/4" self-drilling screws installed through min. 22 ga steel
   Maximum mounting spacing along rails:
   Zone 1, 2e (Beyond 10.4' from roof edge or within 10.4' of roof edge perpendicular to slope): 72" o.c.
   Zone 2n, 2r, 3e (Within 10.4' of roof edge parallel w/ slope, 10.4' of roof ridge, or 10.4' of eave-eave corner): 42" o.c.
   Zone 3r (Within 10.4' of ridge-eave corner): 42" o.c.
   Install (2) rails per row of panels, evenly spaced; panel length perpendicular to the rails shall not exceed 79.1 in
   Rail cantilever shall not exceed the lesser of 50% of the connection spacing or maximum cantilever allowed by manufacturer
4. **Conclusions**
   Based upon our review, we conclude that the existing structure is adequate to support the proposed solar panel installation.
   See attached calculations.

Note: Additional Cost Incentives not Included:
Federal Elective Pay
ComEd Rebate
Sum of all SREC Payments

Option A: Maximum South-Facing System - 290 kW

Proposal Price Based Upon Market Experience:	**$ 879,940**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$ 879,940**

Option B: Optimal System to Offset Heat Meter - 75.6 kW

Proposal Price Based Upon Market Experience:	**$ 294,656**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$ 294,656**

Option C: Solar panels on North side - 533 kW

Proposal Price Based Upon Market Experience:	**$ 1,485,094**

Garland/DBS Price Based Upon Local Market Competition:

1 Waukegan Roofing and SunPeak	**$ 1,485,094**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is included as it pertains to the scope.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

Option A: Maximum South-Facing System

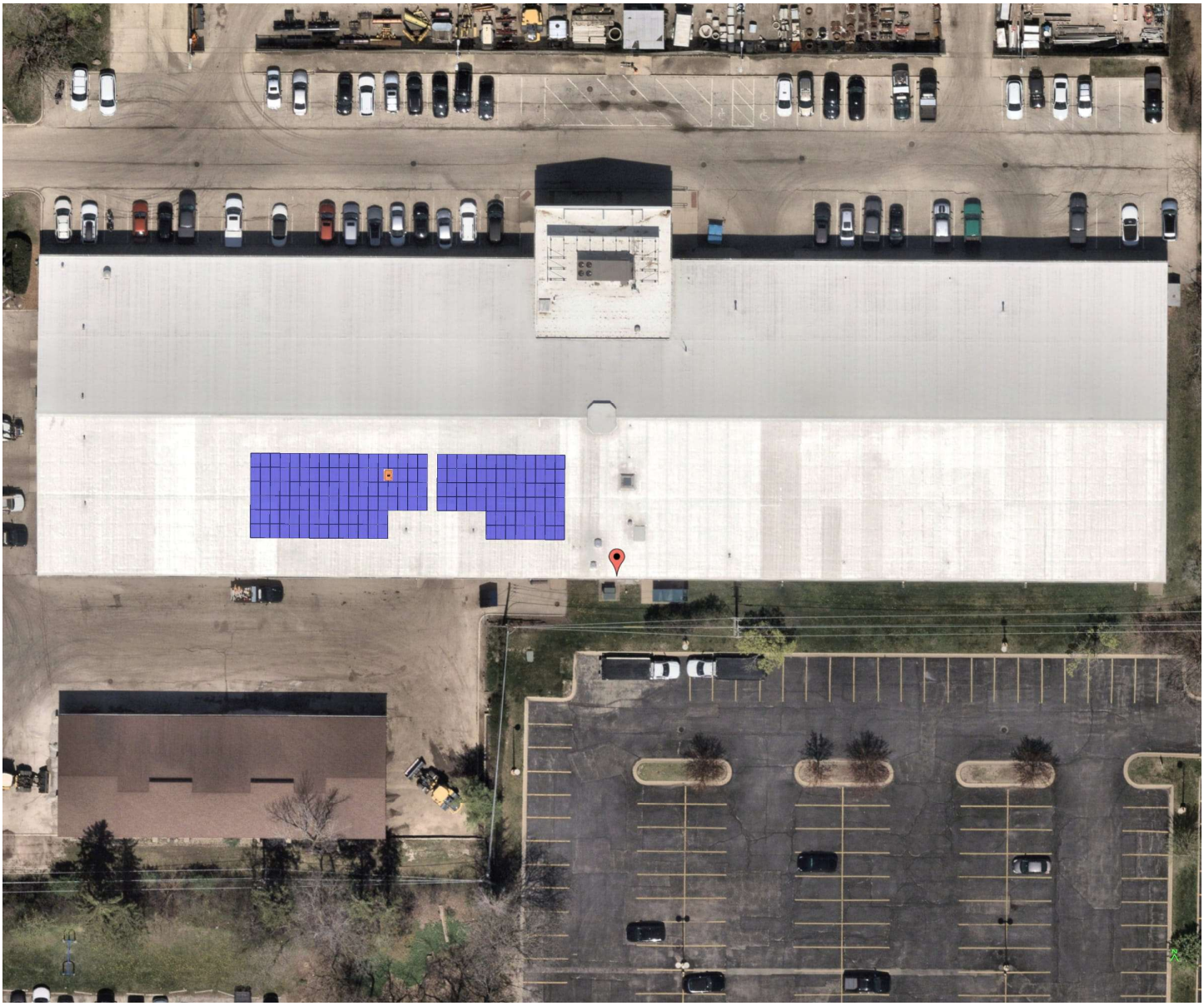
System Size (DC Capacity, kW)	290.0
Annual Energy Production (kWh)	390,050.0
Project Capital Cost ($)	879,940
Federal Elective Pay	(184,977)
ComEd Rebate	(72,500)
Sum of all SREC Payments	(362,840.00)
Net Investment after all incentives ($)*	259,623

*Does not include utility avoided cost savings

Option B: Optimal System to Offset Heat Meter

System Size (DC Capacity, kW)	75.6
Annual Energy Production (kWh)	101,682.0
Project Capital Cost ($)	294,656
Federal Elective Pay	(60,534)
ComEd Rebate	(18,900)
Sum of all SREC Payments	(96,605.00)
Net Investment after all incentives ($)*	118,617

*Does not include utility avoided cost savings



Option C: Solar panels on North side

System Size (DC Capacity, kW)	533.0
Annual Energy Production (kWh)	425,000.0
Project Capital Cost ($)	1,485,094
Federal Elective Pay	(315,333.00)
ComEd Rebate	(159,900.00)
Sum of all SREC Payments	(483,603.00)
Net Investment after all incentives ($)*	526,258

*Does not include utility avoided cost savings

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2025-12-09
Subject: A Resolution Amending the Master Construction Manager At Risk Agreement for the Second/Final Guaranteed Maximum Price for Construction of the Fire Station #11 with Leopardo Construction, Inc. of Hoffman Estates, Illinois

Overview
At the August 26, 2025 Board meeting, Resolution 2025-133 directed staff to have construction documents developed which would be the basis for the final construction cost for new Fire Station 11 to be located at 820 Dundee Road.

Fiscal Impact
The Village's Annual Budget for FY26 provides sufficient funds in Account No. 38-7800-703-00-33002 for anticipated costs related to Construction Manager At Risk Services for the Fire Station 11 for this FY. The Capital Improvement Plan has identified the future cost for the construction, and the Draft Annual Budget for FY 2026/27 will reflect the cost to complete the project. The Village's spending authority under the A133 agreement will be increased by $17,068,855 from $3,594,894 to $20,663,749 for the Construct Manager At Risk Services with the amendment to the A133 Agreement.

Recommendation
Approval.

Background
A resolution has been prepared to recommend the approval of an amendment to the Master Construction Manager At Risk Agreement with Leopardo Companies ("Leopardo") for the Final Guaranteed Maximum Price (GMP) for the construction cost of the new Fire Station 11 to be located at 820 Dundee Road.

Leopardo Construction used the Construction Drawing designed by FGM Architects to develop the final scope of work and created bid package 2 for the remaining construction cost for the new Fire Station 11. This bid package provided a cost of $17,068,855 to complete the project and is identified within the Second Guaranteed Maximum Price Amendment provided by Leopardo. As identified in the amendment, previously approved cost and this amendment bring the cost for Leopardo's construction of the building to $20,663,749. This cost is roughly $1,504,800 more than originally estimated at completion of Design Development.

This cost includes a reduction in the amount of $365,764 for items which Leopardo and staff identified through the Value Engineering (VE) process to help decrease the overall cost of the project while trying to minimize any impact on operational or facility goals of the project. The process of identifying VE items is ongoing now and throughout the project.

As mentioned in a prior meeting, the number of Geothermal wells for the project is still being finalized. During the Design Development (DD) phase the number of wells needed at the facility was estimated to be 30. In consultation with the Geothermal well designer, the number of wells increased to 44 on the construction drawings. However, the test well conductivity results came in roughly 15% better than what was in the drawings and the number of wells can be decreased to 37. While the revised and final well designs are not complete, this should result in savings of $150,000 and are included in the VE reduction mentioned above. The Fleet Maintenance Garage project is expected to see a similar reduction in wells and costs.

As previously discussed during our sustainability review of the project, there is the possibility for tax credits for the project once complete which may cover costs associated with our sustainability initiatives. Leopardo has been working with an energy tax consulting firm to review our eligibility for tax credits under the Inflation Reduction Act. This firm has reviewed our construction plans and has estimated our eligible rebates or tax credits through the program. Their initial estimate is roughly $2,000,000 for Fire Station 11. While Leopardo has worked with this firm on projects in the past, the Village is in the process of reviewing the scope and fees to retain them for their services and whether the Village would engage them directly or Leopardo would engage them on the Village's behalf. These tax credits could significantly decrease our cost for both Fire Station 11 and the Fleet Maintenance Garage.

A historical cost summary of the project is attached in the supplemental information.

As the Board may recall, the Goals for the new facilities are stated as follows:

- Welcoming workplace for all employees and visitors
- Incorporate sustainable practices in the use of materials and long-term operations as part of planned facility improvements
- Plan for a facility (where applicable) that is considered a community space and a space for outside agency cooperation
- Technology must be flexible to accommodate present and future needs
- A workspace and community place that is forward thinking and supports a culture of innovation in the delivery of services
- Space must be flexible to accommodate present and future needs as municipal operations can pivot and change (sometimes quickly as the pandemic has shown us)
- Each facility is a 24/7/365 operation and employee wellness, especially for shift workers is necessary. Each facility is core to Northbrook’s public safety responsibilities and therefore, there will be Critical Facility Structural and Operational Requirements.

Major milestones that have been accomplished to reach this point include:

- The Village Board adopted the FY22/23 Budget inclusive of a new Facility Capital Project Fund as recommended by the Village Manager and CFO to include appropriations to move forward with work to undertake the necessary actions to consider

renovation and/or replacement of facilities being evaluated. This has been critical to directing excess surplus funds each year into the Fund to pay as you go for costs associated with engagement of professional architect services, planning for new facilities and acquiring property. Subsequently, contracts for professional services with Leopardo Companies, Inc. for Owner's Representative/Construction Management Services and FGM Architects were approved for initial stages of these facilities and further engagements as the projects progressed.

- On April 25, 2023, the Village Board accepted the Space Needs report to identify size and service needs at each facility.
- On August 13, 2024, the Village Board approved the land purchases for both facilities.
- On June 10, 2025, the Village Board approved the Schematic Design and granted authority to proceed with the Design Development phase. The approved Schematic Design established basic Site Plan, Floor Plan, Sustainability Goals, Schematic Design cost, elevations and related architectural elements for each facility. The Schematic Design was developed in accordance with the Space Needs Study as well as direction given to the Village Manager at the April 8 and 22, 2025 Village Board meetings.
- On August 26, 2025, the Village Board approved the Design Development and directed the Village's Architect, FGMA, to develop Construction Drawings, which Leopardo Construction utilized to undertake bidding for construction of the adaptive reuse facility. Design Development established building design, floor plan, and finishings.

Detailed Background

The Village has undertaken extensive evaluation of three key public safety facilities with public discussion beginning in 2016/2017, when an Ad Hoc Facilities Committee of the Board of Trustees directed staff to have facility assessments done for Fire Station 11, the Police Station, and the Public Works Fleet Maintenance Garage.

In March of 2019, the Village received a Facilities Conditions Assessment and Report Card, and a Facility Needs Assessment was completed by Healy Bender for Fire Station 11/Administration Office, Fleet Maintenance Garage and the Police Station. With the Covid-19 pandemic, further discussion was deferred until November 9, 2021, when the Village Board was provided a report/review of prior work in order to outline the steps required to move forward with policy considerations related to Fire Station 11/Administration Office, Fleet Maintenance Garage and the Police Station. As a result of the November review, several actions were taken:

- On December 21, 2021, staff issued a Request for Qualifications seeking Owner's Representative/Construction Management Services for the three facilities.
- The Village Board adopted the FY22/23 Budget inclusive of a new Facility Capital Project Fund to include appropriations to move forward with work to undertake the necessary actions to consider renovation and/or replacement of facilities being evaluated. Following the start of the new fiscal year on May 1, 2022, and after staff review and evaluation of respondents, the Village Manager engaged Leopard Companies, Inc. for Owner's Representative/Construction Management Services for the three facilities.

On August 9, 2022, as part of the Regular Meeting of the Village Board, a presentation and status update on the Facilities Project was held to review the future options related to renovation/replacement of three Village Facilities: Fire Station 11/Headquarters, Police Station, and Public Works Fleet Maintenance Garage.

Following a presentation on August 17, 2022, a Request for Qualifications (RFQ) was issued seeking a qualified firm for professional architectural services to assist in the planning process for future construction or modifications to three Village facilities. The RFQ was developed to select an architect to perform facility planning services including, but not limited to, validate and update as necessary the Facilities Conditions Assessment and Facilities Needs Assessment including space and programming needs, development of preliminary plans, preliminary site parameters, and collaborate with the Construction Manager (Leopardo) to develop initial cost estimates for options which may include a comparison of renovation versus new construction of the selected facilities. The Village received 11 responses to the RFQ, and a cross-departmental staff team comprised of representative departments and the Village Manager's Office and Leopardo conducted interviews with four firms. The cross-departmental team selected FGM Architects (FGMA).

At the October 25, 2022 Committee of the Whole Meeting, staff introduced the Consultant teams of Leopardo Companies that would be providing Construction Manager Services and FGM Architects (FGMA) who would be providing facility plan services to the Village Board. On November 8, 2022, the Village Board approved staff recommended professional services agreement with Leopardo Companies and FGM Architects.

At the February 28, 2023 Public Works and Facilities Committee Meeting of the Village Board, Leopardo Companies and FGM Architects presented a comprehensive update on the Space Needs and Facilities Conditions, work on Solutions Design and the development of the Facilities Plan Master Schedule for Fire Station 11/Headquarters, Fleet Maintenance Garage and the Police Station.

On April 25, 2023, the Village Board accepted the Space Needs report which is the foundation for moving to the next step in the process of determining how to renovate/replace Fire Station 11/Fire Headquarters, Fleet Maintenance Garage, and the Police Station.

On April 29, 2023, the Village hosted public tours of Fire Station 11/Headquarters, Fleet Maintenance Garage and the Police Station for residents to view the facilities to help better understand the space needs and conditions of the buildings. Subsequently, information videos about each facility were posted for community review.

At the August 13, 2024 Board Meeting, the Village Board approved Ordinance 24-43 and Ordinance 24-44 approving the land purchases for both properties. After the approval of these Ordinances, the Village had a due diligence period, during which staff worked with the Village's architect and construction manager, FMGA and Leopardo respectively, to review the cost to demolish the vacant home on the site and complete site fit tests for the 820 Dundee property for a new Fire Station #11. With this decision, the Village acknowledged additional land or an alternative site for the Fire Headquarters is still required and is required to be attached to a fire station. That site selection decision is in process.

At the September 24, 2024 Village Board Meeting, after a due diligence period and consensus from Committee of the Whole to continue, the Board made formal recommendations to purchase both properties for Village facilities.

- 3504 Commercial for $2.3 MM for a future Fleet Maintenance Garage
- 820 Dundee for $997,963 for a future Fire Station 11

At the November 12, 2024 Village Board Meeting, the Board approved amendments to the existing agreements for Construction Management and Architectural Services for the new Fire Station #11 and the Fleet Maintenance Garage. With Resolution 24-172 and 24-173 staff received direction to start the Schematic Design. At the November 12, 2024 Village Board Meeting, the Board directed the Village to proceed with facility design to reduce energy consumption and related measures to ensure a reduction in the long term operating costs of both facilities through High Performance Design and energy use per square foot reductions to minimize the environmental footprint of each building in conformance with the Climate Action Plan along with a focus on health, well-being, and quality of life for the employees working in these facilities was also directed. The Community and Sustainability Committee of the Village Board met on November 6, 2024, to consider policy matters related to sustainability with guidance and input from FGM Architects and Leopardo Companies.

On April 8, 2025, staff, in conjunction with the Village's construction manager (Leopardo Companies) and architect (FGM Architects), presented the schematic designs for a new Fire Station #11 at 820 Dundee Road and the adaptive reuse of 3504 Commercial Avenue for the Fleet Maintenance Garage to the Committee of the Whole. At that meeting the elevations of proposed facilities, schematic design and various architectural elements, as well as the current estimated cost of the facilities were presented. Included with this agenda item as supplementation information are the materials from the April 8, 2025 Committee of the Whole Meeting.

At the conclusion of the April 8, 2025 Committee of the Whole meeting, the Village Board directed the following matters be presented at the April 22, 2025 Regular Meeting of the Village Board when they were approved by Resolution 25-R-66:

- Fire Station #11 at 820 Dundee Road:
    - Move forward to the design development phase for this facility with the elevations, schematic design, and architectural elements in a form substantially similar to those presented
    - Move forward with the inclusion of geothermal heating and cooling for the site. Include the make-ready work for solar at this facility, with the right-sizing of the solar panel array to be reviewed for installation at a later date.
    - On this date, the estimated cost for the facility as discussed and directed was $22,007,348 inclusive of construction and land purchase.
- Fleet Maintenance Garage at 3504 Commercial Avenue:
    - Move forward to the design development phase for this facility with the elevations, schematic design, and architectural elements in a form substantially similar to those presented.
    - Move forward with the inclusion of geothermal heating and cooling for the site. Do not include make-ready work for solar or solar panels at this facility due to the lack of sufficient roof area to support the solar array and the low electric generation rate of the remaining portion of the roof.
    - On this date, the estimated cost for the facility as discussed and directed was $22,657,842 inclusive of construction and land purchase.

At the May 27, 2025 Committee of the Whole Meeting, emergency backup power alternatives were reviewed in terms of reliability, maintenance, sustainability, cost and building code relative to the new Fire Station #11 to be located at 820 Dundee Road and an adaptive reuse of 3504 Commercial Avenue for a new Fleet Maintenance Garage. It was highlighted that generators are part of an early submittal bid package in order to manage the schedule to open

of these new facilities.

Staff will be in attendance at the December 9, 2025 meeting to answer any questions.

A Resolution Amending the Master Construction Manager Agreement for the Second/Final Guaranteed Maximum Price for Construction of Fire Station 11 with Leopardo Construction, Inc. of Hoffman Estates, Illinois
Exhibit A - Fire Station 11 Second GMP Amendment
Supplemental Information - Fire Station 11 Cost Summary
Supplemental Information - Design Development Presentation Fire Station 11 and Fleet Maintenance Garage
Supplemental_Information_-_Northbrook_Fire_Program

Resolution 2025 - ____

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 Amending the Master Construction Manager Agreement for the Second/Final Guaranteed Maximum Price for Construction of Fire Station 11 with Leopardo Construction, Inc. of Hoffman Estates, Illinois

is hereby adopted, as follows:

Section 1. BACKGROUND.

The Village of Northbrook has identified the replacement of Fire Station #11 and the Fleet Maintenance Garage ("***Projects***") as among the key priorities for the Village. The Village purchased property at 820 Dundee Road with Resolution 2024-43 and 3504 Commercial Avenue with Resolution 2024-44 for these respective facilities and determined that these properties are of a sufficient size for these operations. Following this review, the Village amended the A133 and B133 Contracts with Leopardo Construction and FGM Architects with Resolutions 2024-172 and 2024-173 to move to Schematic Design for Fire Station #11 and the Fleet Maintenance Garage. With Resolution 25-R-66, direction was provided to move to Design Development for Fire Station #11 and the Fleet Maintenance Garage. Finally, Resolution 2025-94 provided directions on the use of diesel generators, preparation of site plan documents for submittal to other approval agencies and specifications and bidding for the first bid packages for a new Fire Station #11 at 820 Dundee Road and an adaptive reuse of 3504 Commercial for a new Fleet Maintenance Garage.

On August 26, 2025, with Resolution 2025-R-133, the Village accepted the Design Development Phase and provided direction for the development of construction drawings for new Fire Station #11 at 820 Dundee Road and an adaptive reuse of 3504 Commercial for a new Fleet Garage. At this same meeting, Resolution 2025-R-135 authorized the amendment to the Master Construction Manager Agreement ("***Agreement***") with Leopardo Construction, Inc. ("***Consultant***") for the First Partial Guaranteed Maximum Price (GMP) for Bid Package 1 items associated with Fire Station 11.

With the previously approved resolutions the Village has invested $5,874,857 on the Fire Station 11 Project, which includes purchase of the 820 Dundee property for $997,963, retaining FGM Architects to design the facility for $1,282,000, $61,331 in pre-construction services and Bid Package 1 approval with the Consultant in the amount of $3,533,563.

Consultant utilized the Construction Drawing designed by FGM Architects to develop the final scope of work and created Bid Package 2 for the remaining construction cost for the new Fire Station 11. This bid package provides a cost of $17,068,855 to complete the project and is identified within the Second Guaranteed Maximum Price Amendment ("***Amendment***") provided by Consultant. As identified in the Amendment, the previously approved cost and this Amendment bring the cost for the construction of the building to $20,663,749. This cost is roughly $1,504,800 more than originally estimated at completion of Design Development.

The Village will also have additional costs associated with purchasing and installing Furniture Fixtures and Equipment (FFE), IT Solutions, Utility Modifications and will hold a contingency for the Fire Station 11 Project as well. These additional costs are estimated to be $1,288,784 and will be

presented for consideration and approval separately.

The estimate total cost to complete the construction of new Fire Station 11 is $24,232,496. This estimate is inclusive of land purchase, design cost, construction cost and other associated project costs and will deliver a facility which meets the long-term operational needs and facility goals identified by the Village.

The Village's Annual Budget for FY 25/26 provides sufficient funds in Account No. 38-7800-703-00-33002 for anticipated costs related to Construction Manager Services for Fire Station 11 for this FY. The Capital Improvement Plan has identified the future cost for the construction, and the Draft Annual Budget for FY 2026/27 will reflect the cost to complete the Fire Station 11 Project. Based on these factors, staff recommends that the Village Board authorize the Amendment to the Agreement. The Village's spending authority under the A133 Agreement will be increased by $17,068,855 from $3,594,894 for the Construct Manager Consultant services with the Amendment.

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

Section 2. APPROVAL OF AMENDMENT.

The Amendment to the Agreement with the Consultant with the Second Guaranteed Maximum Price outlined in ***Exhibit A*** is approved in a form acceptable to the Village Manager and Village Attorney.

Section 3. AUTHORIZATION TO EXECUTE AMENDED AGREEMENT.

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

Adopted:

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

ATTEST:

_____
Village President

_____
Village Clerk

Fire Station #11 Exhibit A-FS11.2 Second Guaranteed Maximum Price Amendment

Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.*

AGREEMENT made as of the 9th day of December in the year 2025

BETWEEN the Owner:
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

and the Construction Manager:
Leopardo Construction Inc.
5200 Prairie Stone Parkway
Hoffman Estates, IL 60192

for the following Project:
Northbrook Fire Station #11

Dear: Village of Northbrook

Please find below the Second Guaranteed Maximum Price Proposal for your project. We have included a scope of work, qualifications, and exclusions. Leopardo Construction, Inc. proposes to provide the construction services in general accordance with the following scope of work:

1.0 **Exhibit B: GMP Documents** – The GMP Proposal is based on the following:

- FGM Architects Inc. BP-2: Issued for Bid & Permit Drawings dated 9/12/2025
- FGM Architects Inc. BP-2: Issued for Bid & Permit Specifications 9/12/2025
- FGM Architects Inc BP-2 Addenda #1 Dated 11/3/2025
- FGM Architects Inc BP-2 Addenda #2 Dated 11/4/2025
- Leopardo Bid Package 2 Project Manual Dated 10/20/2025
- Leopardo Value Engineering Items Dated 12/02/2025

2.0 **GMP Schedule of Values** – Total price for scopes of work which includes bid packages 2-01 Building Concrete, 2-02 Steel, Decking, Misc. Metals, 2-03 Precast Hollow Core Planks, 2-04 General Trades, 2-05 Masonry, 2-06 Air Barrier & Waterproofing, 2-07 Roofing and Metal Panels, 2-08 Overhead Coiling Doors, 2-09 Glazing, 2-10 Spray Insulation, 2-11 Acoustical Ceiling & Wall Panels, 2-12 Millwork, 2-13 Fences and Gates, 2-14 Plumbing, 2-15 HVAC & Geothermal, 2-16 Electrical, 2-17 Fire Protection, 2-18 Landscaping, 2-19 Carpet & Resilient Flooring, 2-20 Hard Tile, 2-21 Epoxy Floors and Sealed Concrete, 2-22 Painting and Wallcovering, 2-23 Signage, 2-25 Window Treatment, 2-26 Flagpoles, Floor Prep Allowance and Geothermal Drilling/Piping Allowance. This schedule of values also includes, general conditions, contractor contingency, contractor fee, and insurances based on the value of the items listed above.

General Conditions	$820,130
BP 1-01 Earthwork/Site Utilities Package (adjustments per BP2 document changes)	$24,935
BP 1-03 Site Concrete Package (adjustments per BP2 document changes)	$6,780
BP 1-04 Generator and ATS Procurement (adjustments per BP2 document changes)	$64,307

BP 2-01 Building Concrete	$596,776
BP 2-02 Steel, Decking, Misc. Metals	$1,300,000
BP 2-03 Precast Hollow Core Planks	$51,000
BP 2-04 General Trades	$1,455,345
BP 2-05 Masonry	$1,232,000
BP 2-06 Air Barrier and Waterproofing	$115,900
BP 2-07 Roofing and Metal Panels	$778,500
BP 2-08 Overhead Coiling Doors	$209,957
BP 2-09 Glazing	$452,800
BP 2-10 Spray Insulation	$73,650
BP 2-11 Acoustical Ceiling & Wall Panels	$236,950
BP 2-12 Millwork	$274,500
BP 2-13 Fences and Gates	$238,641
BP 2-14 Plumbing	$617,000
BP 2-15a HVAC	$2,609,000
BP 2-15b Geothermal Allowance	$1,096,000
BP 2-16 Electrical	$2,222,229
BP 2-17 Fire Protection	$188,493
BP 2-18 Landscaping	$68,416
BP 2-19 Carpet & Resilient Floorings	$104,326
BP 2-20 Hard Tile	$70,260
BP 2-21 Epoxy Floors & Sealed Concrete	$155,500
BP 2-22 Paint and Wallcoverings	$170,000
BP 2-23 Signage	$93,644
BP 2-25 Window Treatment	$32,000
BP 2-26 Flagpoles	$27,615
Floor Prep Allowance	$59,000
Expansion Joints and Caulking Allowance	$30,000
TRADE SUB-TOTAL	**$15,475,654**
Subcontractor Default Insurance	$161,211
Performance and Payment Bonds	$152,778
Insurance Package	$194,466
PROJECT SUB-TOTAL	$15,984,109
Builder's Risk Insurance	$23,399
PROJECT SUB-TOTAL	$16,007,508
Construction Contingency	$562,409
PROJECT SUBTOTAL	$16,569,917
Construction Manager's Fee	$498,938
SECOND GMP TOTAL	**$17,068,855**
Previously Approved Pre-Construction Services	$61,331

Previously Approved First Partial GMP 1	$3,533,563
Total of All Approved Items to be Contracted by LCI	$20,663,749

4.0 **Purpose** – The purpose of this document is to serve as a communication tool for the project team by defining the quality and scope of this project. Leopardo Companies Inc. The GMP represents construction trade labor, material, equipment and methods anticipated to be utilized on this project.

5.0 **Design Documents –** The proposal is based on the design documents prepared by FGM Architects Inc. Refer to the included document list for specific identification of documents above.

6.0 **Schedule** – This proposal is based on construction commencing on 1/5/2026 and being substantially completed by 3/11/2027.

7.0 **Bonds** – 100% performance and payments bonds are included, and we have included enrolling the project in our subcontractor default insurance program.

8.0 **Construction Contingency** – The proposal includes a 3.5% construction contingency to be used at the discretion of LCI for construction and is not intended to serve as an owner and/or design contingency. The construction contingency does not provide for architect/engineer (A/E) error and omissions and/or owner requested changes during construction.

9.0 **Allowances –** Allowances are included in the proposal. Allowances shall cover the total cost of material, labor and equipment. This includes material delivery, unloading and handling at the site, installation costs, overhead, profit and all other expenses contemplated for stated allowance. When costs are more than or less than allowances the contract sum shall be adjusted accordingly by Change Order.

10.0 **Owner Contingencies –** This GMP excludes all cost associated with Owner, Program and Design Contingencies.

11.0 **Escalation –** We have not included escalation for the listed bid packages as part of this GMP.

12.0 **Value Engineering Approach –** We will carry out a value-engineering approach throughout the project to make sure we achieve the best long-term value and performance. This will include working closely with the vendors, contractors, design team, and Village Staff to review options and make informed decisions on cost, quality, and function, of identified value engineering items. Upon approval, the associated cost savings will be deducted from the LCI contract, inclusive of applicable contract markups and fees.

13.0 **Clarifications** – The following clarifications are outlined to coincide with the GMP:

1. **Exclusions**

General Requirements – Items Provided by Owner (not included in proposal):

1. Surveys/current topography.
2. Environmental studies.
3. EPA testing and inspections.
4. Architectural/Engineering and/or other consultant fees.
5. Soil investigations.
6. Utility consumptions costs during construction.

7. Off-site Costs.
8. Furniture, Fixtures and equipment. (not described in the project documents)
9. Impact fees, tap fees, termination fees.
10. Weather Conditions
11. Permit costs
12. Additional work required by governing authorities including changes for permit compliance.
13. Fees for Energy Credit Advisory Services and Similar Services

2. Work to include the following:

Division 2

Fences and Gates

1. See Leopardo Project Manual for Fence and Gates Scope of Work

Landscaping

1. See Leopardo Project Manual for Landscaping Scope of Work
2. Excludes watering cycle for sod turf
3. Excludes irrigation

Division 3

Building Concrete

1. See Leopardo Project Manual for Building Concrete Scope of Work

Division 4

Masonry

1. See Leopardo Project Manual for Masonry Scope of Work

Division 5

Structural Steel, Decking, Misc Metals

1. See Leopardo Project Manual for Structural Steel, Decking and Misc. Metal Scope of Work

Division 6

Millwork

1. See Leopardo Project Manual for Millwork Scope of Work
2. Includes all kitchen cabinets, stone counter tops, bathroom vanities etc.

Division 7

Air Barrier and Waterproofing

1. See Leopardo Project Manual for Air Barrier and Waterproofing Scope of Work

Membrane Roofing and Metal Panels

1. See Leopardo Project Manual for Roofing & Metal Panels

Sprayed Insulation

1. See Leopardo Project Manual for Sprayed Insulation Scope of Work

Division 8

Overhead & Coiling Doors

1. See Leopardo Project Manual for Overhead & Coiling Doors Scope of Work
2. This includes the Apparatus bay Four-Fold doors and the Overhead coiling fire shutter storm door.

Glazing

1. See Leopardo Project Manual for Glazing Scope of Work
2. This includes fire rated glazing where shown.

Division 9

General Trades

1. See Leopardo Project Manual for General Trades Scope of Work

2. This includes framing, insulation, blocking, drywall, doors, frames, hardware, toilet accessories, visual display boards, fire extinguishers, wall protection, and corner guards.

Acoustical Ceilings & Wall Panels

1. See Leopardo Project Manual for Acoustical Ceiling & Wall Panels

Hard Tile

1. See Leopardo Project Manual for Hard Tile Scope of Work

Carpet & Resilient Flooring

1. See Leopardo Project Manual for Carpet & Resilient Flooring Scope of Work

Epoxy Floors & Sealed Concrete

1. See Leopardo Project Manual for Epoxy Floors and Sealed Concrete Scope of Work

Painting and Wall Covering

1. See Leopardo Project Manual for Painting and Wallcovering Scope of Work
2. This scope includes WP-1 due to the rolled good nature of the product

Division 10

Signage

1. See Leopardo Project Manual for Signage Scope of Work
2. This includes both interior and exterior signage

Locker and Benches

1. The Bunk room and Locker Room lockers are included in the millwork scope.
2. Turnout Lockers are not included in the GMP but have been added to the owner FF&E line to be owner provided.

Division 12

Window Treatments

1. See Leopardo Project Manual for Window Treatments/Roller Shades Scope of Work

Division 15

Fire Protection

1. See Leopardo Project Manual for Fire Suppression Scope of Work
2. This includes the Clean Agent System in the IT Room

Plumbing

1. See Leopardo Project Manual for Plumbing Scope of Work
2. This includes all sump pumps, ejector pumps and oil separators.

HVAC

1. See Leopardo Project Manual for HVAC Scope of Work
2. This includes the following:
    a. Compressed air and oil piping systems
    b. Vehicle exhaust fan systems
    c. Radiant floor heating systems
    d. Tie-in to geothermal loop system and Glycol Fill

Geothermal Drilling and Piping Allowance

1. This allowance is intended to cover a 37 well system based on rough percentage of reduction from the designer.
2. Once design for the Geothermal well field is complete this cost will be finalized.

Division 26

Electrical

1. We have included site and building electrical systems per the drawings and specifications.
2. We have excluded the following.
    e. EV charging stations (conduit for future installation as shown on drawings included)

f. Preparations for any solar panel/array systems.

Division 27

Technology/Structured Cabling

1. We have included the following items for structured cabling and technologies
    a. All shown raceways, boxes, conduit etc.
    b. Wiring for all security, access control, WAPs, AiPhones, Paging etc.
    c. Termination of data cabling
    d. Communications Infrastructure Equipment Schedule shown on E7.05 of the drawing set
2. We have excluded the following items
    a. Cable tray other than what is shown in Electrical/IT room
    b. Installation or furnishing of owner provided:
        i. Security cameras, security systems or software
        ii. Access control hardware or software (items detailed in door hardware schedule as by others)
        iii. WAPs
        iv. AiPhones
        v. Paging Systems
        vi. Owner vendor fire alarm monitoring devices
        vii. Fire Department Alerting System and Wiring for System (per Phoenix proposal)

3. Work for this GMP to be performed during normal working hours. If necessary, Leopardo will coordinate additional hours or weekend work to maintain the schedule.
4. Sales tax is not included.
5. Work to be performed in a first-class workman-like manner by Union employees.
6. Pricing is based on the uninterrupted flow of work in accordance with the schedule. Delays due to others is not anticipated or included. Any delay beyond the control of LCI, which affects the critical path, shall be cause for an increase in cost and extension of time.
7. Project commencement and completion date shall be contingent upon issuance of permit, fully executed owner contract, and confirmation of long lead item delivery dates (whichever is the latest).

8. While this GMP does not include owner costs—such as Village contingency, utility modifications (e.g., ComEd, Nicor direct costs), Owner FF&E, or Owner IT solutions—LCI is tracking the following values for each category:
    a. Village Contingency - $309,956
    b. Village FF&E and IT Solutions- $903,828
    c. Village Utility Hookups - $75,000

Leopardo Construction Inc. appreciates the opportunity to present our proposal.

Sincerely, **LEOPARDO CONSTRUCTION.**

ACCEPTED: _____ **DATE:** _____
Cara Pavlicek
Village Manager

ACCEPTED: _____ **DATE:** _____
Derek Gau
Village Clerk

ACCEPTED: _____ **DATE:** ___**12/09/25**_____

Ryan Rojas
Senior Project Manager

Fire Station 11

	Space Needs *	Fire Station 11 Only Schematic Design	Fire Station 11 Only Design Development	Fire Station 11 Only Construction Documents
Square Footage	30,058	23,714	23,714	23,714
Design Fees	$ 1,552,862	$ 1,282,000	$1,282,000	$1,282,000
Construction	$ 16,672,864	$ 17,804,021	$17,341,828	$18,846,628
Village FF&E	$ 500,000	$ 325,000	$793,728	$506,921
IT Solutions				$396,907
Utility Modifications				$75,000
Village Contingency	$ 421,220	$ 369,317	$362,384	$309,956
	$ 19,146,946	$ 19,780,338	$ 19,779,940	$ 21,417,412
Cost per Square Foot	$ 637	$ 834	$ 834	$ 903
Land Purchase	$0	$997,963	$997,963	$997,963
Geothermal/Sustainability	$0	$1,817,121	$1,817,121	$1,817,121
Total	$ 19,146,946	$ 22,595,422	$ 22,595,024	$ 24,232,496

* Based on a combined Fire Station 11 and Fire Headquarters

Fire Station 11 And Fleet Maintenance

Northbrook Public Works Department

August 26, 2025

Goals for Village Facilities

- Welcoming workplace for all employees and visitors;
- Incorporate sustainable practices in use of materials and long-term operations as part of planned facility improvements;
- Plan for a facility (where applicable) that is considered a community space and a space for outside agency cooperation;
- Technology must be flexible to accommodate present and future needs;
- A workspace and community place that is forward thinking and supports a culture of innovation in the delivery of services;
- Space must be flexible to accommodate present and future needs as municipal operations can pivot and change (sometimes quickly as the pandemic has shown us);
- Each facility is a 24/7/365 operation and employee wellness, especially for shift workers, is necessary;
- Each facility is core to Northbrook's public safety responsibilities and therefore, there will be Critical Facility Structural and Operational Requirements.

Facilities Milestones:

- Establishment of Facility Capital Fund in FY23 Budget to begin saving surplus revenues for Fire, Fleet and Police Facility needs
- Engaged professional services with Leopardo Companies, Inc. for Construction Management Services and FGM Architects
- Accepted Space Needs report for Fire, Fleet and Police on April 25, 2023, to identify size and service needs.
- Purchase land for Fire Station 11 and Fleet Maintenance Garage on August 13, 2024 as neither could be expanded on existing site
- Approved Schematic Design for Fire Station 11 and Fleet on June 10, 2025 to establish basic Site Plan, Floor Plan, Sustainability Goals, Schematic Design cost, elevations and related architectural elements for each facility
- Site selection for Fire Headquarters and Police pending

16
Public Discussions About Facilities Since November 2021

Fire Station 11

Fire Station 11: Space Needs vs. Proposed

Fire Station 11 and Fire Headquarters Combined Facility	
Building Size	
Existing Square Footage	21,719
Space Needs Program Square Footage	30,058
Deficift	-8,339
Parking	
Existing Parking	31
Space Needs Required Parking	80
Deficift	-49
Lot Size	
Existing Lot Size (acres)	1.10
Space Needs Required Lot Size	3.55
Deficift	-2.45

Fire Station 11 Separated Facility	
Building Size	
Existing Square Footage	17,747
Revised Square Footage	23,000
Parking	
Existing Parking	0
Revised Required Parking	23
Lot Size	
Purchase Lot Size (Acres)	2.00

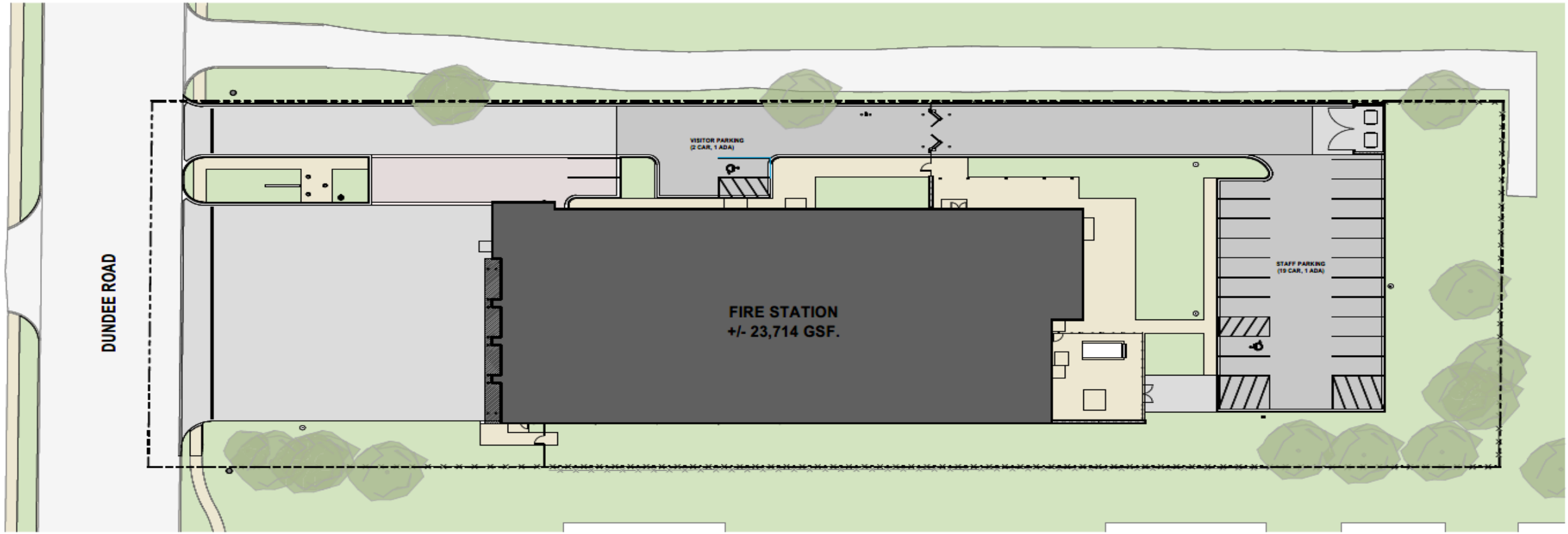
Proposed Fire Station 11	
Building Size	
Designed Square Footage	23,714
Parking	
Designed Parking	23
Lot Size	
Lot Size (acres)	2.00

Exterior

Exterior

NORTHBROOK FIRE STATION 11

820 DUNDEE ROAD, NORTHBROOK, IL



OVERALL SITE PLAN

VILLAGE OF NORTHBROOK
Job No. 25-4186.01

Published 08/22/25
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NORTHBROOK FIRE STATION 11

820 DUNDEE ROAD, NORTHBROOK, IL

OVERALL FLOOR PLAN

VILLAGE OF NORTHBROOK
Job No. 25-4186.01

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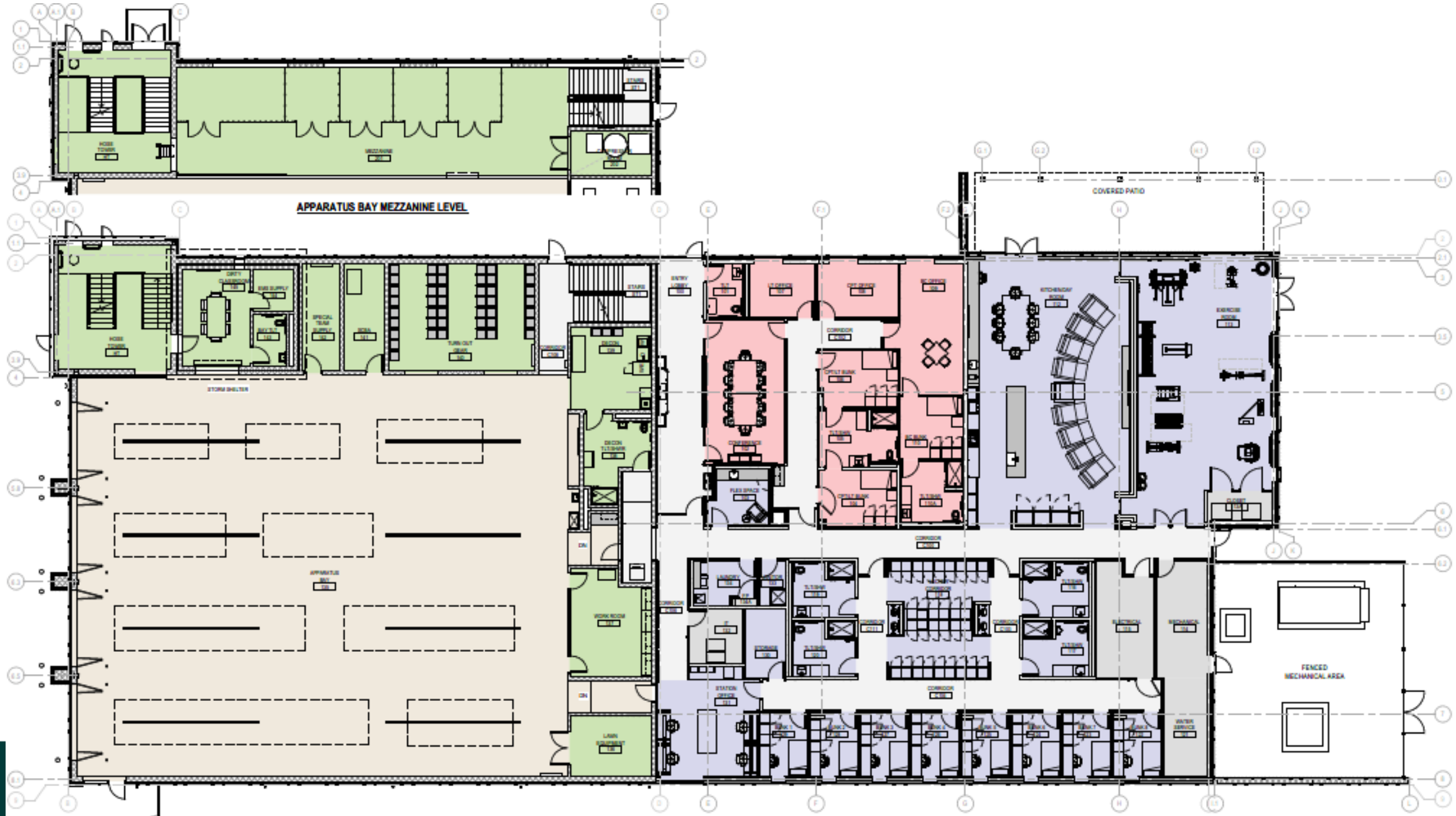
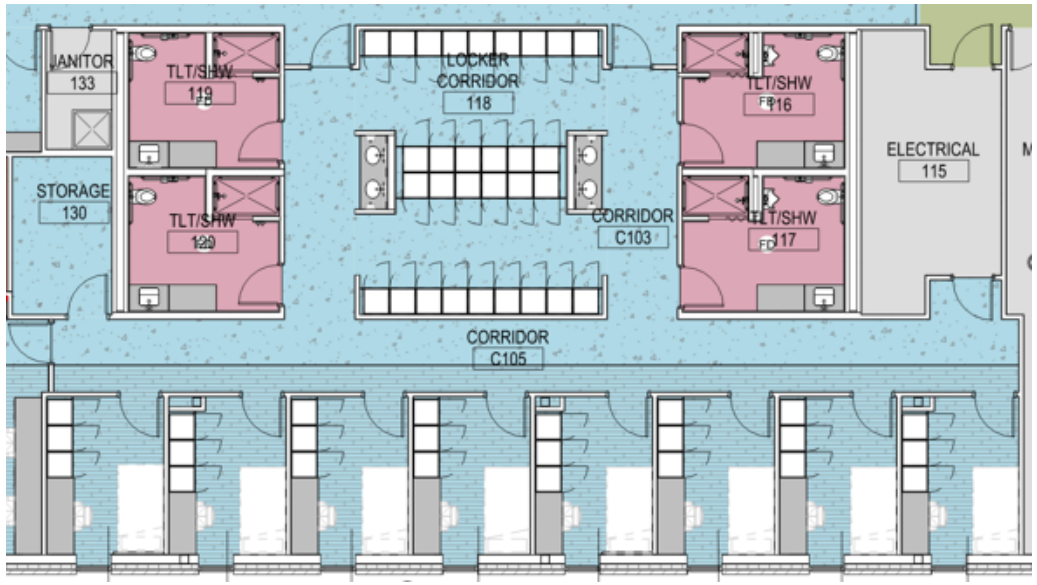


Entry

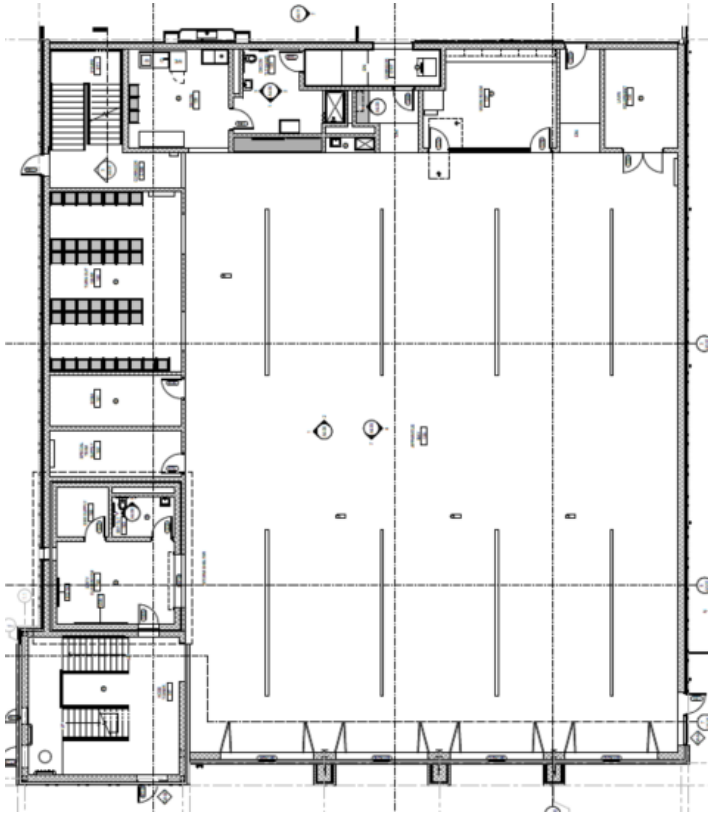
ENTRY LOBBY 100
TLT 101
LT OFFICE 107
CPT OFFICE 108
BC OFFICE 109
CORRIDOR C102
CPT/LT BUNK 106
CONFERENCE 102
TLT/SHW 105
BC BUNK 110
FLEX SPACE 103
CPT/LT BUNK 104
CORRIDOR C100

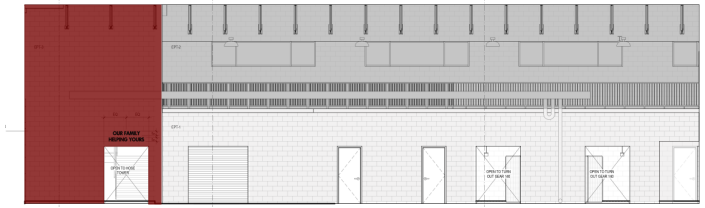
STATION NO. 11

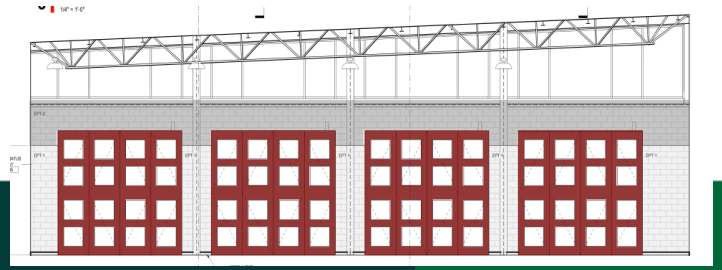


Locker Room

Bunks







Apparatus Bay

Summary of Cost Estimates Between Phases

Fire Station 11 & Fire Headquarters			
		Fire Station 11 Only	Fire Station 11 Only
	Space Needs *	Schematic Design	Design Development
Square Footage	30,058	23,714	23,714
Design Fees	$ 1,552,862	$ 1,282,000	$1,282,000
Construction	$ 16,672,864	$ 17,804,021	$17,341,828
Village FF&E **	$ 500,000	$ 325,000	$793,728
Village Contingency	$ 421,220	$ 369,317	$362,384
	$ 19,146,946	$ 19,780,338	$ 19,779,940
Cost per Square Foot	$ 637	$ 834	$ 834
Land Purchase	$0	$997,963	$997,963
Geothermal/Sustainability	$0	$1,817,121	$1,817,121
Total	$ 19,146,946	$ 22,595,422	$ 22,595,024
* Based on a combined Fire Station 11 and Fire Headquarters			
** Still need to finalize Furniture, Equipment and IT Solutions			

Next Steps

- Plan Commission Meeting 9/16
- Permit Approvals - Bid Package 1
- Begin Preliminary Site Work Construction
- Ground-Breaking
- Finalize Construction Drawings & Guarantee Maximum Price (GMP)
- Seek Board Approval of Final GMP
- Construction Complete – December 2026

Other Items

- Fire Station 11 Decommissioning

Fire Headquarters

Fire Headquarters: Existing Station vs. Space Needs

Fire Headquarter	
Separated Facility	
Building Size	
Existing Square Footage	7,237
Revised Square Footage	11,000
Parking	
Existing Parking	0
Revised Required Parking	55
Lot Size	
Purchase Lot Size (Acres)	0.00

Fire Headquarters: Initial Cost Estimate

Fire Headquarters	
	Revised Space Needs *
Square Footage	11,000
Design Fees	$ 690,000
Land	$ -
Construction	$ 8,226,056
Village FF&E	$ 176,058
Village Contingency	$ 181,862
Total	$ 9,273,976
Cost per Square Foot	$ 843
Land Purchase	$0
Sustainability	$0
Total	$9,273,976
* Based on High Level Site Fit Testing	

Fleet Maintenance

Fleet Maintenance: Space Needs vs. Proposed

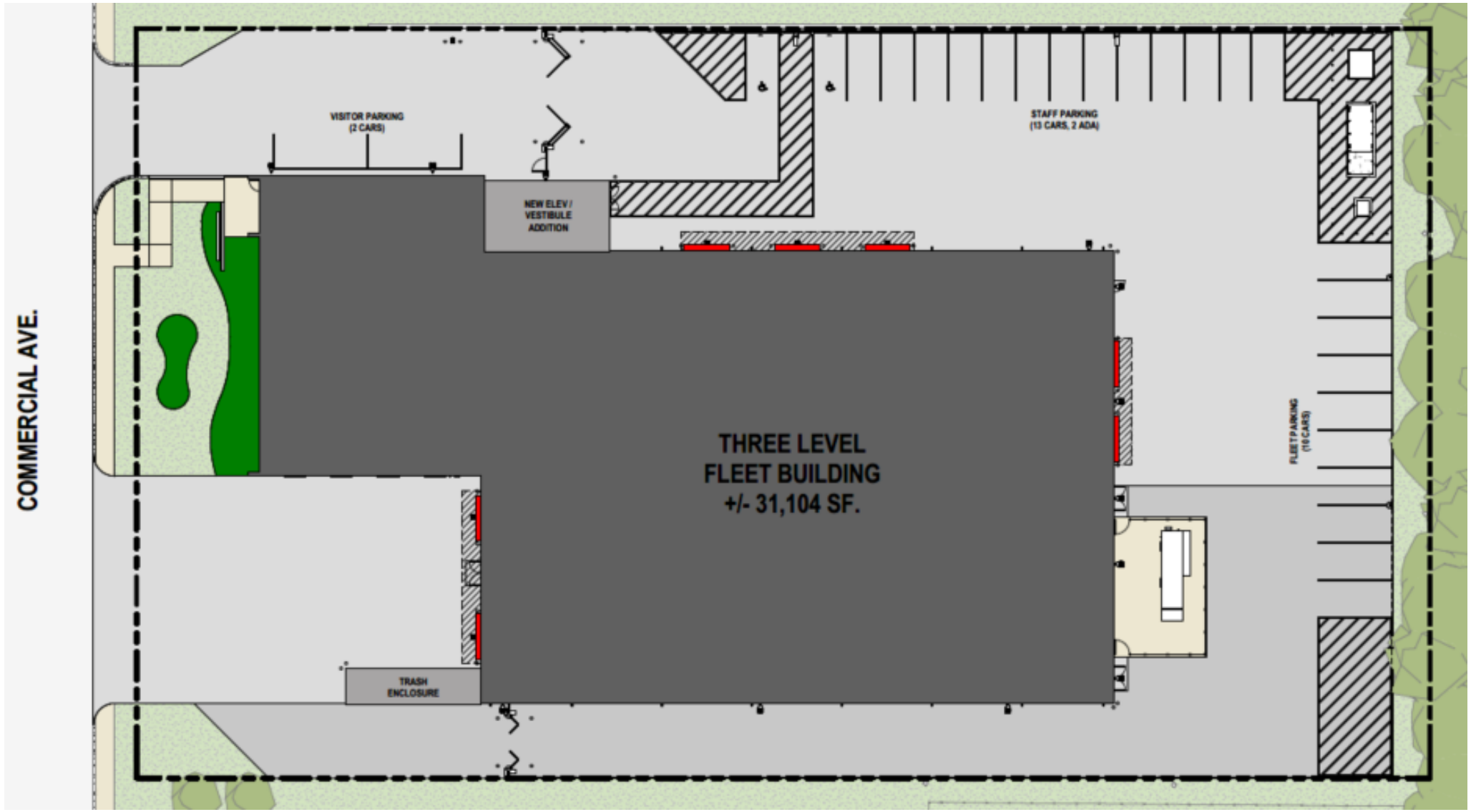
Fleet Maintenance Garage	
Building Size	
Existing Square Footage	11,994
Space Needs Program Square Footage	30,156
Deficift	-18,162
Parking	
Existing Parking	10
Space Needs Required Parking	47
Deficift	-37
Lot Size	
Existing Lot Size (acres)	0.60
Space Needs Required Lot Size	3.18
Deficift	-2.58

Proposed Fleet Maintenance Garage	
Building Size	
Designed Square Footage	31,300
Parking	
Designed Parking	27
Lot Size	
Lot Size (acres)	1.57

Exterior

FLEET MAINTENANCE FACILITY

3504 COMMERCIAL AVENUE, NORTHBROOK, IL



SITE PLAN

VILLAGE OF NORTHBROOK
Job No. 25-4189.01

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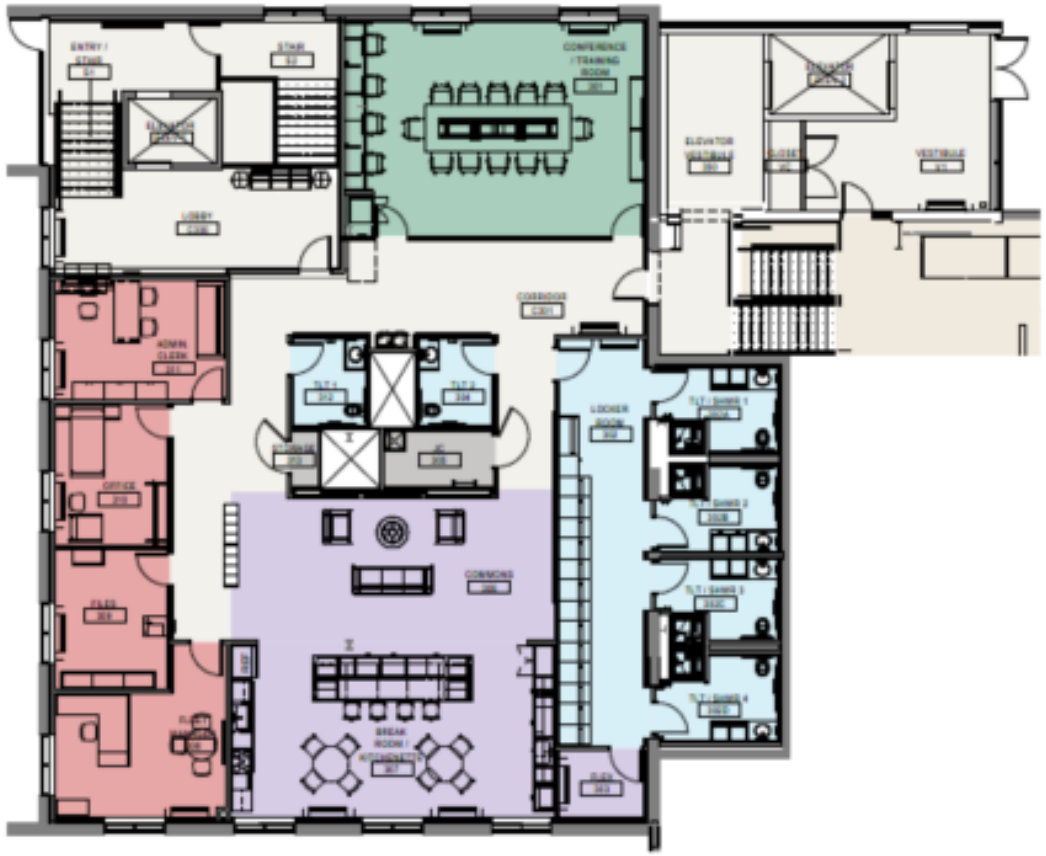
FLEET MAINTENANCE FACILITY

3504 COMMERCIAL AVENUE, NORTHBROOK, IL

LOWER LEVEL



UPPER LEVEL

ENLARGED OFFICE

VILLAGE OF NORTHBROOK
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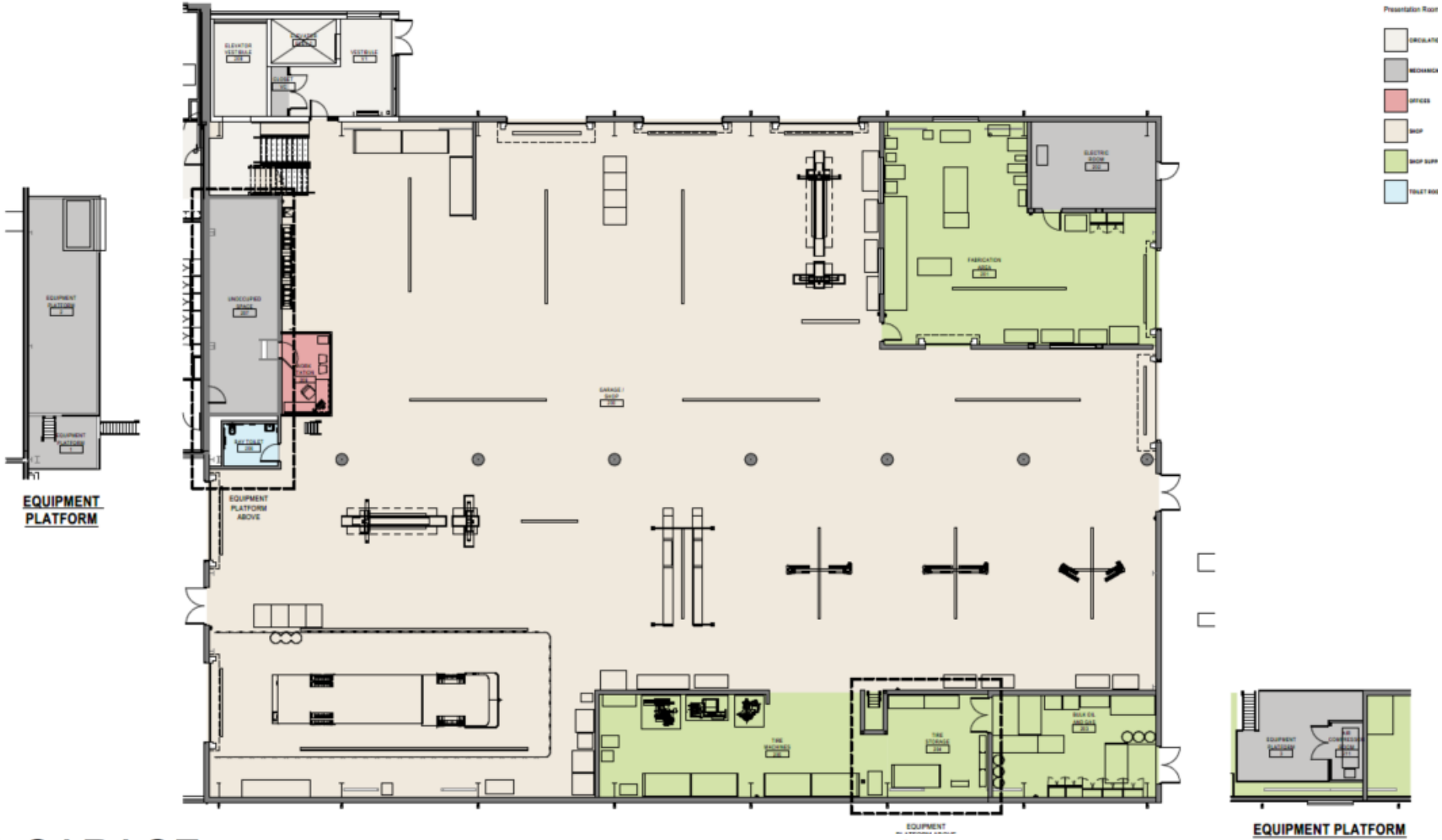
FLEET MAINTENANCE FACILITY

3504 COMMERCIAL AVENUE, NORTHBROOK, IL



ENLARGED GARAGE

VILLAGE OF NORTHBROOK
Job No. 25-4189.01

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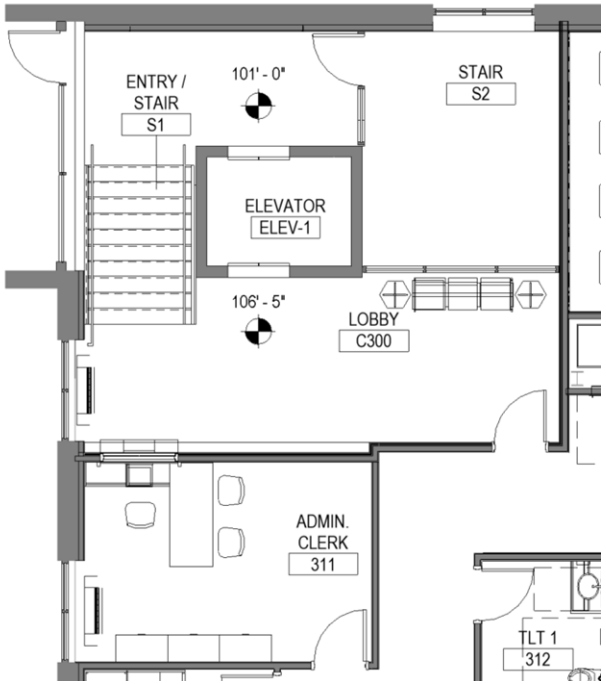
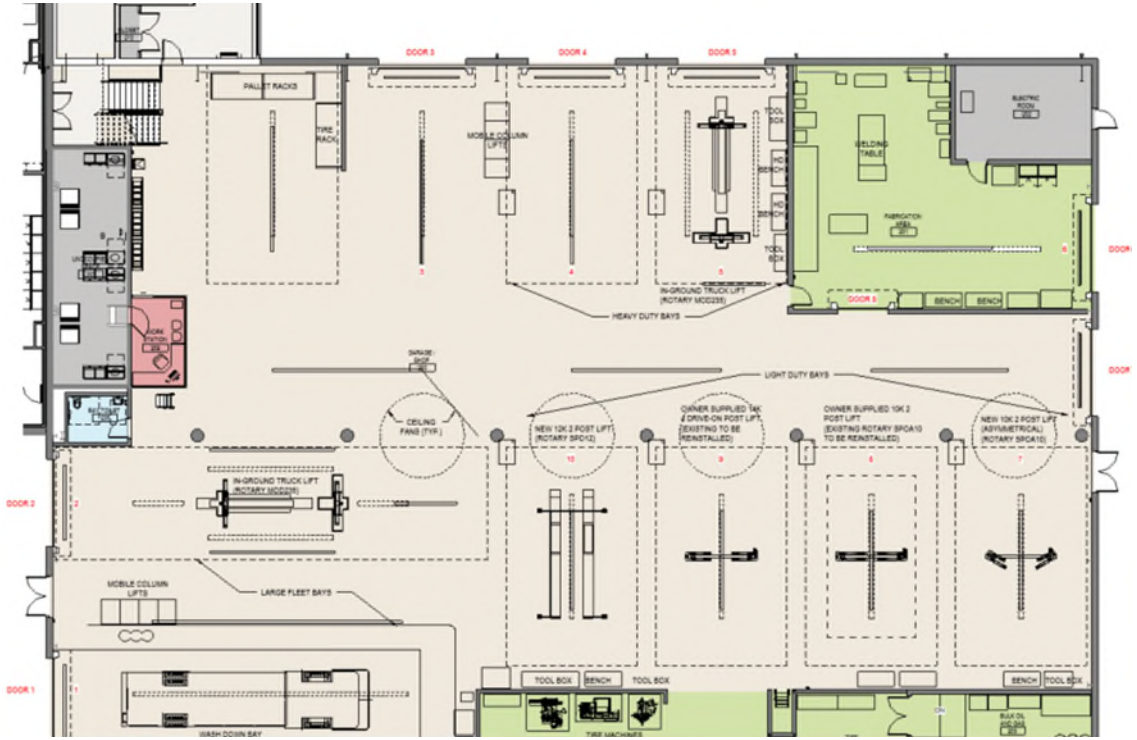
Entry

northbrook
public works
fleet maintenance


ENTRY / STAIR
S1
101' - 0"
STAIR
S2
ELEVATOR
ELEV-1
106' - 5"
LOBBY
C300
ADMIN. CLERK
311
TLT 1
312

Lobby

Garage


PALLET RACKS
TIRE RACK
MOBILE COLUMN LIFTS
IN-GROUND TRUCK LIFT (ROTARY MOD25K)
WELDING TABLE
FABRICATION AREA
BENCH
HEAVY DUTY BAYS
LIGHT DUTY BAYS
CEILING FANS (TYP.)
NEW 12K 2 POST LIFT (ROTARY SPO12)
OWNER SUPPLIED 10K 2 POST LIFT (EXISTING ROTARY SPOA10 TO BE REINSTALLED)
NEW 10K 2 POST LIFT (ASYMMETRICAL) (ROTARY SPOA10)
MOBILE COLUMN LIFTS
LARGE FLEET BAYS
TOOL BOX
WASH DOWN BAY

northbrook
public works
fleet maintenance

Summary of Cost Estimates Between Phases

Fleet Maintenance Garage			
	Space Needs	Schematic Design	Design Development
Square Footage	30,156	31,330	31,330
Design Fees	$ 1,396,100	$ 1,189,000	$1,189,000
Construction	$ 16,309,301	$ 16,030,271	$16,052,453
Village FF&E *	$ 652,372	$ 1,000,000	$1,006,500
Village Contingency	$ 367,155	$516,313	$519,727
	$ 18,724,928	$ 18,735,584	$ 18,767,680
Cost per Square Foot	$ 621	$ 598	$ 599
Land Purchase	$0	$2,300,000	$2,300,000
Geothermal/Sustainability	$0	$1,736,607	$1,736,607
Total	$ 18,724,928	$ 22,772,191	$ 22,804,287
* Still need to finalize Furniture, Equipment and IT Solutions			

Next Steps

- Plan Commission Meeting 9/16
- Tenant Lease Expires – October 15
- Permit Approvals - Bid Package 1
- Begin Preliminary Site Work Construction
- Ground-Breaking
- Finalize Construction Drawings & Guarantee Maximum Price (GMP)
- Seek Board Approval of GMP
- Construction Complete – October 2026

Other Items

- Recommendation to Demolish Existing Garage

Police Station

Police Station: Existing Station vs. Space Needs

Police Station	
Building Size	
Existing Square Footage	45,115
Space Needs Program Square Footage	85,773
Deficift	-40,658
Parking	
Existing Parking	101
Space Needs Required Parking	142
Deficift	-41
Lot Size	
Existing Lot Size (acres)	3.50
Space Needs Required Lot Size	5.63
Deficift	-2.13

Police Station: 2023 Estimated Cost

Police Station		
	Space Needs	
Square Footage		85,773
Design Fees	$	2,902,077
Land	$	-
Construction	$	57,690,129
Village FF&E	$	1,100,000
Village Contingency	$	1,233,844
Total	$	62,926,050
Cost per Square Foot	$	734
Land Purchase	$	-
Sustainability	$	-
Total	$	62,926,050
Escalation 2023-2025		13%
Estimated Escalation 2026		4%

Questions?

Village of Northbrook
Fire Department
Space Needs Program

FGMARCHITECTS

April 18, 2023
FGM Project No. 23-3665.01

Item	Room/Area/Space	Counts	Sq.ft.			Counts	Notes
		Current Staffing	Existing Space	Current Required	Future Required	Future Capacity	
A.	**PUBLIC ENTRY/TRAINING/COMMUNITY ROOM**						
1.0	Public Entry Vestibule		76	80	80		Entrance vestibule
2.0	Public Lobby		120	300	300		Wall for dept photos, provide seating
3.0	Display Cases		-	40	40		Small area for historical memorabilia
4.0	Training/Commmunity Room (backup EOC)		891	1,800	1,800		Training room to accommodate (60) persons in classroom setting, dividable.
5.0	Kitchenette		-	50	50		Alcove within training room for food service
6.0	A/V Closet		-	24	24		Dedicated closet for A/V room equipment
7.0	Storage - General		162	150	150		Store 50% of tables and chairs
8.0	Fire Training Equipment Storage		-	100	100		CPR training equipment
9.0	EOC Equipment Storage		-	50	50		Secure storage room
10.0	Public Toilets						
11.0	Men's Toilet Room		45	200	200		(2) toilets, (3) urinals, (2) lavatories
12.0	Women's Toliet Room		45	200	200		(40) toilets, (2) lavatories
13.0	**Public Entry / Training Room Sub-Total**			**2,994**	**2,994**		
14.0	**Circulation, Wall, and Mechanical Shaft Space (25%)**			749	749		
15.0	**PUBLIC ENTRY, TRAINING/COMMUNITY ROOM TOTAL**			**3,743**	**3,743**		
B.	**ADMINISTRATION**						
1.0	Fire Chief's Office	1	250	350	350	1	Provide desk, credenza, conferecne table for (6), soft seating, book case, files
2.0	Coat Closet		-	10	10		
3.0	Deputy Chief's Office - Operations	1	221	300	300	1	Provide desk, credenza, small table, book case, files
4.0	Coat Closet		-	10	10		
5.0	Deputy Chief's Office - Administration	1	-	300	300	1	Provide desk, credenza, small table, book case, files
6.0	Coat Closet		-	10	10		
7.0	Battalion Chief's Office - Training and Safety	1	213	250	250	1	Provide desk, credenza, small table, book case, files
8.0	Coat Closet		-	10	10		
9.0	Management Analyst Office	1	128	150	150	1	
10.0	Clerk Office	1	120	120	120	1	
11.0	EMS Coordinator Office		-	-	120	1	
12.0	Emergency Management Office		-	-	120	1	
13.0	Future Flex Office		-	-	120	1	
14.0	Open Workstations (Training 7G)	4	-	144	144	4	6'x6' workstations
15.0	Receptionist	1	-	64	64	1	Open work area to monitor lobby
16.0	Waiting Area		-	75	75		Small Area inside Admin w/ two chairs
17.0	Coat Closet		-	10	10		
18.0	Small Meeting Room		-	225	225		Meeting space for (8)
19.0	Conference Room		315	400	400		Conference table for (12)
20.0	Breakroom/Lunchroom		164	300	300		Accommodate space for (12) - plenty counter space
21.0	Mail Copy - Workroom		100	150	150		Shared with Fire Prevention Bureau

Village of Northbrook
Fire Department
Space Needs Program

FGMARCHITECTS

April 18, 2023
FGM Project No. 23-3665.01

Item	Room/Area/Space	Counts	Sq.ft.			Counts	Notes
		Current Staffing	Existing Space	Current Required	Future Required	Future Capacity	
22.0	Office Supply Closet		100	50	50		
23.0	Secure File Room		70	150	150		Pension/Training/Personel records - how many 42" cabinets? 6
24.0	Single User Restroom - 2		-	190	190		(1) WC, (1) lav each - (1) should have shower
25.0	Small Locker Area		-	125	125		Lockers for Admin and Fire Prevention
26.0	Janitor Closet/Supply Storage		-	100	100		
27.0	**Fire Prevention Bureau**						locate area close to public lobby
28.0	Fire Marshal Office	1	195	250	250	1	Provide desk, credenza, plan review table, book case, files
29.0	Coat Closet		-	10	10		
30.0	Fire Inspector	1	144	120	120	1	Provide desk, credenza, plan review table
31.0	Fire Inspector	1	-	120	120	1	Provide desk, credenza, plan review table
32.0	Fire Inspector	1	-	120	120	1	Provide desk, credenza, plan review table
33.0	Open Work Area (FPB 7G)	5	-	252	288	6	Provide (6) 6'x6' workstations w/ (2) stand up worksurface islands for plan review
34.0	File Storage		-	400	400		(22) file cabinets within area, need easy access
35.0	Fire Prevention Meeting Room		122	200	200		Room off lobby for staff to meet visitors - size for (6) - large table for plans
36.0	**Administration Sub-Total**	20		**4,965**	**5,361**	24	
37.0	**Circulation, Wall, and Mechanical Shaft Space (35%)**			1,738	1,876		
38.0	**ADMINISTRATION TOTAL**			**6,703**	**7,237**		
C.	**RESIDENTIAL**						
1.0	Dayroom for 9		438	600	600		Separate room from Kitchen/Dining
2.0	Kitchen/Dining for 12		298	700	700		Commercial stove, (3) friges, extra freezer, (3) pantires - combined or individual
3.0	Bunkrooms (8)	5	340	450	720	8	90 s.f. cubicle w/ bed, desk and 3 tier locker for bedding
4.0	Closets		-	25	25		Provide (2) closets - hanging space for dress uniforms
5.0	Open Locker Area		300	435	435		Provide (27) 2'x2' lockers - 3 detail/reassignment lockers included
6.0	Individual Toilet/Shower Rooms	3	150	330	440	4	Each w/ toilet, lav and shower
7.0	Open Sink Alcove		-	15	15		(2) additional sinks in open locker area
8.0	Batallion Chief's Office	1	288	300	300	1	Office with 3 desks - one for each Batallion Chief
9.0	B.C. Bunk			100	100		Bed, nighstand and lockers
10.0	B.C. Toilet Room		100	110	110		toilet, lav, shower
11.0	Captain's Office	1	275	150	150	1	Office with (1) shared desk
12.0	Lieutenant's Office		-	120	120		Office with (1) shared desk
13.0	Captain/Lieutenant Bunk		-	100	100		Bed, nighstand and lockers
14.0	Captain/Lieutenant Toilet Room		-	110	110		toilet, lav, shower
15.0	Station Office		-	350	350		(4) workstations along wall - table in middle - mailboxes
16.0	Wellness Room		-	100	100		Mothers room per IL code - stress management per NFPA recommendations
17.0	Exercise Room		650	1,250	1,250		Ideally located with outdoor area and access - some open area for stretching
18.0	Residential Laundry		120	125	125		Washer, dryer, laundry tub, cabinets and counter

Village of Northbrook
Fire Department
Space Needs Program

FGMARCHITECTS

April 18, 2023
FGM Project No. 23-3665.01

Item	Room/Area/Space	Counts	Sq.ft.			Counts	Notes
		Current Staffing	Existing Space	Current Required	Future Required	Future Capacity	
19.0	Janitor Closet/Storage Supply		60	100	100		For supplies and cleaning equipment
20.0	**Residential Sub-Total**	10		**5,470**	**5,850**		
21.0	**Circulation, Wall, and Mechanical Shaft Space (30%)**			1,641	1,755		
22.0	**RESIDENTIAL TOTAL**			**7,111**	**7,605**		
D.	**APPARATUS AREAS**						
1.0	Apparatus Bays		4,160	6,660	6,660		(4) double deep bays - (2) 90'x17' and (2) 90'x20'
2.0	Hose Tower		289	400	400		Room in base for hose washing equipment - provide actual stairs
3.0	Hose Storage		-	24	24		8 lineal feet of rack
4.0	Turnout Gear		-	480	480		(40) lockers
5.0	Clean Gear Storage		-	125	125		Room to keep extra set of gear away from potential contaminants - storage shelving
6.0	Workroom		-	250	250		Tool bench, parts cleaner, extra fluids, flammable cabinet, equip chargers, misc supplies
7.0	SCBA/Equipment		-	150	150		Compressor, spare bottles, workbench - oxygen cascade
8.0	Decon/Wash Zone		-	200	200		Extractor, decon shower, gear dryer, sink
9.0	EMS Supply		-	50	50		Small room w/ shelving for supplies
10.0	Recessed Work Counter		-	25	25		Recessed area w/ counter - maps - chargers
11.0	Special Teams Supply		-	100	100		
12.0	Lawn/Seasonal Storage		-	125	125		
13.0	General Bay Storage		-	150	150		Ice Machine
14.0	Single User Bay Toilet		-	80	80		
15.0	Mezzanine		-	-	-		Potential mezzanine space above support room for additioinal storage
16.0	**Apparatus Areas Sub-Total**			**8,819**	**8,819**		
17.0	Circulation, Wall, and Mechanical Shaft Space (15%)			1,323	1,323		
18.0	**APPARATUS AREAS TOTAL**			**10,142**	**10,142**		
E.	**SUPPORT/STORAGE**						
1.0	Mechanical Room(s)		-	300	300		Assume roof top HVAC equipment
2.0	Electrical Service		-	150	150		
3.0	I.T. Room		-	150	150		Server racks - Alerting System -
4.0	Small Workstation		-	25	25		Workspace within room
5.0	Storage/Equipment		-	15	15		Shelving Unit
6.0	Water Service/Sprinkler		-	75	75		Plumbing and Fire Protection Equipment
7.0	Emergency Generator		-	-	-		Located Outside
8.0	General Building Storage		-	250	350		Maintenance supplies, attic stock of materials
9.0	**Support/Storage Sub-Total**		**-**	**965**	**1,065**		
10.0	Circulation, Wall, and Mechanical Shaft Space (25%)			241	266		

Village of Northbrook
Fire Department
Space Needs Program

FGMARCHITECTS

April 18, 2023
FGM Project No. 23-3665.01

Item	Room/Area/Space	Counts	Sq.ft.			Counts	Notes
		Current Staffing	Existing Space	Current Required	Future Required	Future Capacity	
11.0	**SUPPORT/STORAGE TOTAL**			1,206	1,331		
F.	**BUILDING AREA SUBTOTAL**		21,719	28,904	30,058		
G.	**MULTI-STORY CIRCULATION FACTOR** (assume one story)				-		Add 1,000 square feet per floor if multiple floors
H.	**TOTAL BUILDING AREA REQUIRED**		21,719	28,904	30,058		
I.	Stand Alone Storage Building		2,920	3,650	3,650		Add 25% for future growth
J.	**EXTERIOR REQUIREMENTS**						
1.0	Entry Plaza		425		500		Fallen Firefighter Memorial plaza
2.0	Flagpole Area		25		50		
3.0	Outdoor Covered Patio		440		200		
4.0	Electrical Transformer		100		100		
5.0	Generator		300		400		
6.0	Trash Enclosure		80		150		
7.0	Provide an extra 2 acres of site for future training opportunities						
K.	**PARKING REQUIREMENTS**				Spaces		
1.0	Public Parking		3		40		Spaces for visitors (include handicap stalls)
2.0	Staff Parking		25		10		Spaces for admin staff
3.0	Department Parking		3		10		Staff Chiefs - Training truck - Investigator and bureau (ideally under cover)
4.0	Shift Parking		-		20		Spaces for shift personel - (times two)
5.0	**TOTAL PARKING REQUIRED**		31		80		Total Spaces - locate for expansion

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MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Jim Hawkins
Date: 2025-12-09
Subject: A Resolution Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix

Overview
This Agreement confirms the Northbrook Grand Prix will be part of the 2026 "Chicago Grit" bicycle racing series on Thursday, July 23, 2026 marking the fifth year Northbrook is one of ten host communities.

Fiscal Impact
The FY27 Budget will require funding to support the event. Based upon the 2025 Northbrook Grand Prix event, the Village expenses totaled $49,465.56 (see attached supplemental information). The Village received $4,738.06 from the Local Organizing Committee (LOC) to offset some of the Village's cost.

Recommendation
Approval.

Background
On Thursday July 24, 2025, the Northbrook Grand Prix, part of "Chicago Grit" bicycle racing series (formally the Intelligentsia Cup), returned to downtown Northbrook for a full day of bike racing starting at 11:00am and ending at 8:15pm. This was the fourth year of the race in Northbrook. The Grand Prix consisted of several races for both novices and professionals and included a family fun ride and Bike the Green activities. To ensure the safety of racers, spectators, and staff, the 1.2 kilometer race course necessitated the closure of Shermer Road and Walters Avenue, Walters west of Church Street, and Church Street between Shermer Road and Walters Avenue on July 24. Once again, the Local Organizing Committee (LOC) partnered with the Northbrook Park District for a "Bike the Green" event in the Village Green Park between races. Planned activities included face painting, bike decorating, tricycle races, and the Family Fun Ride. Unfortunately, due to the possibility of severe weather most Bike the Green activities had to be canceled other than the Family Fun Ride.

A Memorandum of Understanding between the Village and the Local Organizing Committee will be presented at a future Village Board meeting.

On November 9, 2021, the Village Board discussed becoming a sponsor/host community in 2022 as one of only ten communities in the Chicago region to be a part of this criterion racing series when the Thursday event day became available. Following Board support, staff incorporated the event into the FY23 General Fund Budget which was approved and has continued to do so each year since.

Staff will be present at the December 9, 2025 Board of Trustee's meeting to answer questions.

A Resolution Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix
Exhibit A - Northbrook 2026 Race Agreement
Supplemental Info - 2025 Northbrook Grand Prix

Resolution 2025-___

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

A Resolution Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix

is hereby adopted, as follows:

Section 1. Recitals.

Prairie State Cycling Series, LLC (***"Promoter"***) is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle and is organizing a bicycle racing series in 2026 called Chicago Grit.

The Village desires to enter into an Agreement with Promoter to conduct a competitive cycling event involving the participation of racers, community volunteers and businesses in the Village during the Summer of 2026 (***"Agreement"***).

The Agreement sets forth the obligations and responsibilities of the Village with respect to the competitive cycling event to be held in the Village on July 23, 2026 (***"Northbrook Grand Prix"***).

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

Section 2. Approval of Agreement.

The Agreement is approved in substantially the form attached to this Resolution as ***Exhibit A***, and in a final form to be approved by the Village Manager and Village Attorney.

Section 3. Authorization to Execute Agreement.

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

ATTEST:

_____

Village President

_____

Village Clerk

CYCLING RACE AGREEMENT
Northbrook 2026

This Cycling Race Agreement (the "Agreement") is entered into as of December 9, 2025 by and between Prairie State Cycling Series LLC, a Wisconsin Limited Liability Company ("Promoter"), and the Village of Northbrook, Illinois ("Village") (Promoter and Village are collectively referred to in this Agreement as the "Parties"). The Village will maintain a second agreement ("Memorandum of Understanding" or "MOU") with the Local Organizing Committee ("LOC") made up of local Northbrook residents relating to the designation and assignment of the Village's responsibilities and obligations set forth in this Agreement.

Whereas, Promoter is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle; and

Whereas, Promoter is organizing a bicycle racing series in 2026 called "Chicago Grit"(or another name to be determined by Promoter) (the "Series"); and

Whereas, Village desires to enter into this Agreement to provide the community of Northbrook, Illinois with a competitive cycling event involving the participation of racers, community volunteers and businesses; and

Whereas, the Parties desire to identify in this Agreement the duties and responsibilities of Promoter and Village for the competitive cycling event set forth below (the "Races");

Now, therefore, for the consideration set forth in this Agreement, which the Parties agree is sufficient, the Parties agree to organize and stage the Races as follows:

AGREEMENT

1. **Name, date and location of Races.** The Parties agree that the Races contemplated in this Agreement shall be named the Northbrook Grand Prix or other name mutually acceptable to the Parties. The Races shall take place, rain or shine, on July 23, 2026 ("Race Day") in Northbrook, Illinois. Village recognizes that the Races are part of the Series organized by Promoter. Village further recognizes that Promoter has secured sponsors ("Series Sponsors") to support the entire Series, and that such Series Sponsors may appear in marketing materials and Race Day signage for the Races. Promoter recognizes that Village may be securing sponsors for the Races ("Race Sponsors") to support the Races, and that such Race

Village Initials: _____

Promoter Initials: MHC

Sponsors may appear in marketing materials and Race Day signage for the Races. The Parties shall work together to coordinate the collective marketing presence of the Series Sponsors and the Race Sponsors in marketing materials and Race Day signage for the Races, provided that Race Sponsors shall not conflict with Series Sponsors without Promoter's express permission, such permission not to be unreasonably withheld.

2. **Schedule for Races.** The Parties shall promptly agree upon the schedule for the Races, which is subject to modification upon mutual agreement. Promoter retains the right to alter the time or distance of any race on Race Day to allow race officials to maintain the schedule.

3. **Primes and Sponsorship Fee.** (a) In addition to the Sponsorship Fee provided in Section 3(b) hereof, on or before Race Day Village agrees to pay or provide to Promoter race prizes known as "primes" in the amount of at least $1,000.00 and such amount shall be in cash and in $50 denominations. Such primes shall be distributed by Promoter to riders during the Races.

(b) Village agrees to pay Promoter a sponsorship fee of $11,000.00 (the "Sponsorship Fee") for Promoter to organize and stage the Races and to perform the services that Promoter has agreed to perform under this Agreement. The Sponsorship Fee shall be paid by Village in three (3) equal payments of $3,666.66 as follows: the first payment is due on March 1, 2026; the second payment is due on May 1, 2026; the third payment is due on Race Day. Payments of the Sponsorship Fee shall be made in the form of a check made payable to "Prairie State Cycling Series, LLC" or by ACH payment to Promoter's bank account. In the event that the Races do not occur due to the breach by Promoter of any of its covenants or failure to satisfy any of its obligations contained herein, Promoter shall return any funds received from Village under this Section 3 (without interest).

4. **Duties of Promoter.** Promoter shall provide services necessary to stage a well-organized competitive cycling event for the Village and the local community. Promoter shall provide and pay for the following services to organize and stage the Races:

A. Obtain and pay for all customary USA Cycling permits and bicycle racing insurance to hold the Races;

B. Organize one (1) training session (optional at Village's discretion with timing and length of session at Village's choice and mutually agreeable to Promoter) for Village and volunteers for the organization and safe staging of the Races;

Village Initials: _____

Promoter Initials: MHC

C. Online and Race Day registration services, including staffing for registration service, and race numbers for racers;

D. A start/finish area with set-up and tear down, including an overhead series banner (optional Village banner can be hung below this), an awards stage, and a professional timing and scoring system;

E. A race announcer, sound system, and race officials;

F. Cycling specific regional and national media advertising;

G. Prize money to racers;

H. Coordination and distribution of prime prizes to racers;

I. A professional bicycle race photographer who will provide Race Day photos to Village after the event;

J. Optional expo area appropriate for maximum crowd exposure agreeable to both Parties, provided that no expo vendor (other than a Series Sponsor) shall offer products or services competitive with any Race Sponsor without Village's express permission, such permission not to be unreasonably withheld. A list of the vendors in the expo shall be provided by Promoter to Village 15 days prior to Race Day.

K. Creation and maintenance of a website for the Series that contains a link to the Races, and if requested by Village or LOC, links to Race Sponsors and local supporters of the Races;

L. First aid coverage for the Races (unless Village elects to provide first aid coverage that is satisfactory to Promoter);

M. Placement of barricades in the start/finish area, along with placement of safety fencing and safety padding on the remainder of the course for the Races as determined by Promoter in its discretion;

N. Creation and submission of results to racers and USA Cycling along with posting on the Series website;

O. Reimburse Village for up to three (3) standard "porta potty" toilet facilities for use for use by racers, spectators and volunteers;

Village Initials: _____

Promoter Initials: MHC

P. Provide twenty-five (25) tee-shirts for volunteers. The tee-shirts will have Series Sponsor logos printed on the front of the shirts. Additional tee-shirts may be purchased by Village or LOC at cost.

5. Duties of Village. Village recognizes that the success of the Races requires Village to participate in the organization and staging of the Races. Village shall provide the following services at its expense to organize and stage the Races:

A. Recruit and manage an adequate number of volunteers to act as course marshals at the Races with basic training guidance to Village provided by Promoter, if requested by Village;

B. Secure the closure of the Course on Race Day, including all local permits and police services where required;

C. Secure a comprehensive general liability insurance policy as stated in Section 9 of this Agreement;

D. Develop working relationships with local media to promote the Races and use reasonable efforts to obtain local media coverage of the Races;

E. Plan and provide, at Village's discretion, entertainment and family activities at the Races;

F. Assist in coordination between on-site first aid services provided by Promoter and local public EMT services (if any);

G. Provide at least six (6) "porta potty" toilet facilities and at least two (2) hand wash facilities along with trash receptacles for use by racers, spectators and volunteers; provided, however, that at least one (1) porta potty toilet facility shall be placed immediately adjacent to racer registration for use by race staff and race officials. Promoter and Village shall consult as to the number and placement of such facilities that are necessary for the venue;

H. Plan and provide an area for the expo area allowing for sufficient crowd exposure and large enough to accommodate a minimum of ten (10) vendor tents (10'x10' each). Promoter shall be entitled to use up to five (5) expo tent spaces without charge for Series Sponsors or other expo vendors.

Village Initials: _____

Promoter Initials: MHC

I. In any marketing materials created by Village for the Races such as signage, website, Facebook and other social media, posters, flyers, tee-shirts and the like, prominently display the Series logo on such materials and wherever possible create an active electronic link to the website of the Series. Village is encouraged to use social media to promote the Races.

6. Course Approval, Permit, and Road Surface Repairs.

A. The Parties agree that the Races shall be held on the racecourse (the "Course") illustrated in Exhibit A attached hereto. In the event that Promoter or Village requests a change to the Course, the Parties shall discuss in good faith the proposed change. The Parties agree that Promoter has the right to refuse to make any change in the Course if Promoter concludes that the proposed change would have an impact on the safe conduct of the Races. Any change in the Course is subject to the ability of Promoter and/or Village to obtain all required permits.

B. Village shall be responsible for obtaining and paying for a permit or permits from the appropriate local authority or authorities to conduct the Races on the Course. Promoter agrees to provide, if requested by Village, reasonable assistance to Village during the process of obtaining any necessary permit.

C. On or before April 1, 2026, Promoter shall inspect the road surface of the Course to determine whether any repairs to the road surface are necessary for the safe conduct of the Races. If necessary, Village shall make any necessary repairs, as agreed by the Parties.

7. Signage in the Start/Finish Area. If requested by Village, Promoter will assist Village in the production of barricade signs for placement in the start/finish area by providing a list of signs for purchase by Village. All signs that Village sells in the start/finish area or elsewhere on the Course shall be installed and removed by Promoter on Race Day and, upon the completion of the Races, deposited at the Course start/finish area for Village to remove as it sees fit. Promoter will install and remove all Series Sponsor signs in the start/finish area or elsewhere on the Course, as well. Additionally, Promoter strongly encourages Village to provide a two-sided "underbanner" with the name and location of the Races for display under the overhead banner at the start-finish line.

8. Organizational Meetings. Village agrees to attend up to two organizational meetings for the Races that may be scheduled by Promoter, at a location and time agreed upon by the Parties.

Village Initials: _____

Promoter Initials: MHC

9. **Insurance.** Village agrees that it shall obtain a comprehensive general liability insurance policy with a policy limit of at least $1,000,000 per occurrence. The insurance policy obtained by Village shall include Prairie State Cycling Series LLC, and its members, officers, staff and agents as additional named insureds. Village shall provide Promoter with a certificate showing such insurance coverage by July 15, 2026. Promoter shall obtain a comprehensive general liability insurance policy with a policy limit of at least $1,000,000 per occurrence, and such policy shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall also obtain insurance coverage for the Races as typically provided by USA Cycling, which coverage shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall provide Village with certificates showing such coverage by July 15, 2026.

10. **Indemnification.** To the fullest extent permitted by law, Promoter shall indemnify, defend, and hold harmless Village and its members, directors, officers, parents, subsidiaries and affiliates, and the employees and agents thereof, against and from any and all claims, demands, judgments, costs and liabilities whatsoever which may arise or be alleged to arise out of (a) the breach by Promoter of any obligation under this Agreement and, (b) Promoter's organization, operation, or management of the Races.

    Procedure for Indemnification: Village agrees to give Promoter prompt written notice of any event or any written claim by a third party which could give rise to any request for indemnification under this Agreement. If Promoter acknowledges in writing its obligation to indemnify for such claim, Promoter may select counsel to direct the defense of the claim. Village shall cooperate with Promoter in determining the validity of any such claim and in the defense of the claim. Village shall not settle any claim for which it has or will request indemnification under this Agreement without the written consent of Promoter.

11. **Broadcast Rights.** Any live or recorded audio or video coverage of the Races shall be coordinated jointly between the Promoter and Village. Any revenues generated by such coverage shall be shared between the Promoter and Village in proportion to each Party's actual out-of-pocket investment in such coverage.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. This Agreement may not be amended except in a writing signed by Promoter and Village.

Village Initials: _____

Promoter Initials: MHC

13. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, without regard to any choice of law rules. Venue for any action or proceeding arising out of or related to this Agreement shall be the state or federal court, as appropriate, located in the area of the defendant's principal place of business.

14. **Assignments.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party.

15. **Standby Ambulance.** The Parties have discussed and agree that it is appropriate to have a dedicated standby ambulance (or enhanced medical coverage that is equivalent in Promoter's reasonable judgment) stationed in close proximity to the Course during the Races. Village will provide such standby ambulance (or such equivalent medical coverage).

16. **Venue Priority for 2027 Series**. Village shall have priority until November 1, 2026 to participate in the 2027 Series and in the same relative sequence of venues as the 2026 Series, provided that the Parties shall have agreed upon the 2027 Sponsorship Fee and other terms by such date.

17. **Severability.** The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

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Village Initials: _____

Promoter Initials: MHC

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Village of Northbrook

By (print name): _____

Signature: _____

Its: _____

Address: 1225 Cedar Lane
Northbrook, IL 60062

Prairie State Cycling Series, LLC

By (print name): Marc Colbert

Signature: Marc Colbert

Its: Executive Director

Address: Prairie State Cycling Series, LLC
c/o Marco Colbert, Executive Director
36971 S. Golf Course Dr.
Tucson, AZ 85739

Village Initials: _____

Promoter Initials: MHC

Exhibit A
Illustration of Racecourse

Village Initials: _____

Promoter Initials: MHC

VILLAGE OF NORTHBROOK

Special Event

Northbrook Grand Prix	
Fire Personnel (OT/Regular)	$3,144.23
Police Personnel (OT/Regular)	$18,122.63
Public Works (OT/Regular)	$12,743.00
Food & Drink	$1,800.70
Supply Purchases	$1,260.00
Services Purchased	$750.00
Community Notice Printing	$645.00
Race Fee	$11,000.00
External In-Kind Services	Park District planned Bike the Green Event and managed Family Fun Ride registration
Event Total	**$49,465.56**

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2025-12-09
Subject: A Resolution Authorizing the Northbrook Civic Foundation's Use of the Commuter Parking Lot for 2026 Northbrook Days Subject to Various Conditions

Overview
The Northbrook Civic Foundation has requested permission to use the West Metra Lot to host the Northbrook Days Festival in 2026 subject to a Special Event Permit pursuant to Chapter 15, Article 24 of the Municipal Code.

Fiscal Impact

The Village incurs expenditures related to closure and use of the West Commuter Parking Lot for Northbrook Days.

Regarding impact to Village services, the Village allocate staff resources to support the event and in 2024 and 2025 tracked these personnel costs, as well as expenditure for materials, and the parking lot revenue loss from commuters due to the lot closure. Attached is detail of these expenses and the 2025 summary for Village expenses and permit fees were as follows:

($62,296)	Village Personnel (Staff Regular Time & Overtime Hours)
($ 4,052)	Commuter Lot Parking Fees
($ 19)	Water Use
($ 2,177)	Sidewalk Repairs/Pothole Patching
($68,544)	Total Village Expense

$ 275 Temporary Food Permit Fees Paid

Personnel costs are 63% Police, 19% Fire/EMS and 18% Public Works. First responders primary focus is on safety/security of the event. Responses reported include police locating a missing child, response to an individual who was intoxicated, escorted from the event and subsequently required medical treatment/transport to an area hospital by firefighter/paramedics from another location in the downtown and fire personnel response to an individual falling as they left the event. Police additionally took six reports for various matters. Primary Public Works support focused on traffic control signage, site preparation, and the removal and replacement of more than 450 parking lot numbered posts and delivery of roughly a ton of woodchips on the parking lot amusement area for them to build ramps.

As part of the October 28, 2025 Village Board Committee of the Whole meeting, staff presented data on the costs of all community special events and has subsequently held discussions with Civic regarding these costs and possible conditions of the Special Event Permit to include reimbursement of some or all of these expenses in the future.

As part of the FY27 budget process in March/April 2026, staff will make recommendations related to the impact on Village personnel and related expenses for Special Event permits that are not Village sponsored events approved annually through the budget process.

Recommendation
Approval.

Background

As background, Northbrook Days is a five-day event which was traditionally held in the Village Green until 2018, when a change in policy regarding the locating of large rides in the Village Green park resulted in a change of location starting in 2019:

2019 Northbrook Court

2020 Cancelled

2021-2025 West Commuter Parking Lot

The relocation to the West Commuter Parking Lot was offered by the Village for the 2021 event as a temporary home during COVID. Following the 2021 event, Civic was granted a multi-year commitment from the Village for use of the West Commuter lot in 2022-2024 in order to hold the 100 Year celebration there in 2024. In the Fall of 2024, when Civic asked for

use of the Commuter Lot for an additional year (2025), the request was granted by the Village Board on December 10, 2024, subject to the issuance of a Special Event Permit and it was noted that the Village would carefully evaluate the 2025 event related to impact on commuter parking and Village expenses related to the event prior to any future use of the West Commuter Lot after 2025.

Regarding impact on commuters, in 2025, Village Hall received more negative feedback than any prior year about the loss of commuter parking to accommodate Northbrook Days. For 2025, Public Works reports the highest consistent use of the Commuter Lots since COVID with the heaviest utilization Tuesdays, Wednesdays, and Thursdays. This is following a doubling of the parking fee to $2 in July 2024. The Commuter Lot provides more than 730 parking spaces with roughly 62% on the west side of the Metra Station, 21% on the east side and 17% in the north lots. As such, the loss of 62% of commuter parking for as many as seven business days is not recommended after 2026. It should also be noted that 96 parking spaces at 1657 Shermer (Grainger) west lot were also made available to commuters during previous events and lessened the impact of the lost commuter lot spaces but should not be considered available for future events.

Staff recognizes the history of Northbrook Days as a community event that provides an important opportunity for families in Northbrook to gather and celebrate each year. The Northbrook Days website states:

Every year, volunteers across our community come together for five days and put on an exciting festival for residents of Northbrook and surrounding towns. The fest includes rides, games, live music, food, beer & wine, and much more! It's been a summer tradition in downtown Northbrook for decades. Did you know that all the net proceeds go back the community? Northbrook Days is a 100% volunteer organization, part of the Northbrook Civic Foundation. The festival is the foundation's sole fundraising event of the year.

Civic has submitted a request to use the West Commuter Lot from Saturday, July 25, 2026 through Monday, August 3, 2026 to host Northbrook Days from Wednesday thru Saturday. This schedule will require closure of the West Commuter Lot on Thursday evening, July 23 and re-open is on Wednesday morning August 5 in order to provide Civic use on the dates requested. Additionally, Civic has proposed to establish a *2027 and Beyond Task Force* to began planning for the event activities and location and invited the Village to have staff participate on the Task Force.

Consistent with last year, staff is recommending the Village Board approve use of the West Commuter Lot, subject to issuance of a Special Event Permit pursuant to the requirements of the Municipal Code. This approval/permit process does not establish the Village as a sponsor of the event, nor has it been a sponsor previously.

Given the commitment of Civic to begin reviewing new locations for 2027, it is recommended

that the attached resolution be approved to allow use of the West Commuter Lot in 2026 from Saturday, July 26, 2026 through Monday, August 3, 2026, subject to the following conditions:

1. Issuance of Special Event Permit pursuant to Chapter 15, Article 24 of the Municipal Code; and
2. Village Attorney Review and Approval of the Civic Foundation's event Insurance and Indemnification of the Village with special attention to carnival rides; and
3. Confirmation that Civic will establish their proposed *2027 and Beyond Task Force* by January 2026 and include staff from the Village and Park District on the Task Force in recognition of the challenges of closing the commuter parking lot; and
4. Payment of Village's lost parking revenues for use of the West Commuter Lot from 8 a.m. Saturday, July 25, 2026 to 4 p.m. Monday, August 3, 2026 and payment for use outside of the approved hours of use; and
5. Reimbursement to the Village for the cost incurred by the Village for any lot damage; and
6. Open Book visibility by Village on Northbrook Days expenditures and revenues related to the event.

Staff will be in attendance at the meeting to answer any questions. Civic has also been invited to attend.

Resolution Authorizing the Northbrook Civic Foundations Use of the Commuter Parking

Resolution 2025-

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

A Resolution Authorizing the Northbrook Civic Foundation's Use of the Commuter Parking Lot for 2026 Northbrook Days Subject to Various Conditions

is hereby adopted, as follows:

Section 1. Background.

Since 2021, the Northbrook Civic Foundation ("***Civic***") has used the Village-owned property known as the West Metra Commuter Parking Lot ("***West Commuter Lot***") to host the Northbrook Days Festival. Civic has requested that they be allowed use of the West Commuter Lot for their annual Northbrook Days Festival currently planned for July 29 – August 2, 2026. To account for festival set up/tear down and various preparations for the festival, Civic is requesting use of the West Commuter Lot from Saturday, July 25 – Monday August 3, 2026. Staff anticipates this schedule will require closure of the West Commuter Lot on Thursday evening, July 23 and re-opening the Lot on Wednesday morning, August 5, 2026.

Section 2. Approval of Use.

The President and Board of Trustees hereby approve Civic's use of the West Commuter Lot from 8 a.m. July 25 – 4 p.m. August 3, 2026 for the Northbrook Days Festival, subject to the following conditions:

1. Issuance of Special Event Permit pursuant to Chapter 15, Article 24 of the Municipal Code; and
2. Village Attorney Review and Approval of the Civic Foundation's event Insurance and Indemnification of the Village with special attention to carnival rides; and
3. Confirmation that Civic will establish their proposed *2027 and Beyond Task Force* by January 2026 and include staff from the Village and Park District on the Task Force in recognition of the challenges of closing the commuter parking lot; and
4. Payment of Village's lost parking revenues for use of the West Commuter Lot from 8 a.m. Saturday, July 25, 2026 to 4 p.m. Monday, August 3, 2026 and payment for use outside of the approved hours of use; and
5. Reimbursement to the Village for the cost incurred by the Village for any lot damage; and
6. Open Book visibility by Village on Northbrook Days expenditures and revenues related to the event.

Section 3. Authorization.

The Village Manager shall be and is hereby authorized and directed to take such actions necessary to facilitate this approval and authorization.

Adopted:

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

_____
Village President

ATTEST:

_____
Village Clerk

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BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF NORTHBROOK, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

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b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay the full outstanding balance. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

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g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, following notice to Client of this determination, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials,

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refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional necessary information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

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vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

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k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of the Agreement by either party; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in

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the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, EMS|MC will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid within 30 days of the day on which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

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a. This Agreement shall be effective commencing on January 1, 2026, and shall thereafter continue through December 31, 2029, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), upon mutual agreement of the parties. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination:**

i. **Termination for Convenience**: Following the Initial Term, either party may terminate this Agreement for any reason upon 180 days' written notice to the other party.

ii. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement for six consecutive months;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will

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otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of termination.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage. This section shall not preclude Client from charging different fees for ambulance services to residents and non-residents as allowed by law.

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d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

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10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities

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permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission

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of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; (ii) one (1) year after the date upon which Client discovered, or reasonably should have discovered, the facts giving rise to an alleged claim; or (iii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

h. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct ("*Indemnified Claim*"). Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the Indemnified Claim; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not

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agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

i. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Chicago, Illinois, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Northern District of Illinois or in any other court having jurisdiction.

j. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

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b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attn: Village Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Il 60654
Attn: Steven Elrod

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

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Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

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Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	Village of Northbrook
By: Signed by: Jay Gyure D4654ABACD10486...	By: _____
Print Name: Jay Gyure	Print Name: _____
Title: Chief Financial Officer	Title: _____
Date: 12/5/2025	Date: _____

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Exhibit A
Patient Demographics Provided by Client

1. Projected annual billable trip volume: 4042

2. Payor mix:

    a. Medicare – 3047
    b. Medicaid – 353
    c. Insurance – 623
    d. Self Pay – 19

3. Run mix: Unknown
    a. ALS Emergency –
    b. BLS Emergency –
    c. ALS Non-Emergency –
    d. BLS Non-Emergency –
    e. ALS 2 –
    f. TNT –

4. Average Loaded mileage: Unknown

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Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2025, by and between the Village of Northbrook, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

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or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

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1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

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given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

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1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

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b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than fourteen (14) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the fourteen (14)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

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b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VI(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

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c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Addendum on behalf of the party on whose behalf this Addendum is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**Village of Northbrook**
By: Signed by: Jay Gyure D4654ABACD10486...	By: _____
Print: Jay Gyure	Print: _____
Title: Chief Financial Officer	Title: _____
Date: 12/5/2025	Date: _____