



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024 at 7:30 PM

Jeffrey S. Braiman Council Chambers, Village Hall
50 Raupp Blvd, Buffalo Grove, IL 60089

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call

2. Approval of Minutes

- a. Draft Minutes of the August 19, 2024 Village Board Regular Meeting
- b. Draft Minutes of the September 4, 2024 Village Board Special Meeting

3. Approval of Warrant

- a. Approval of Warrant #1372 (Trustee Bocek, Chris Black)

4. Village President's Report

- a. Buffalo Grove Days Presentation (Trustee Johnson, Molly Gillespie)
- b. Proclamation Recognizing National Suicide Prevention Month (Trustee Johnson, Dane Bragg)
- c. Boards, Committee, Commission Appointments List (President Smith, Dane Bragg)

5. Village Manager's Report

- a. Fire Department Unit Citation Presentation (Trustee Cesario, Lawrence Kane)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business.

- a. O-2024-085 Ordinance Amending Title 5.20 Liquor Controls to Reserve a Class A-1 Liquor License for Dengeos on Dundee Inc (President Smith, Jessie Brown)

- b. O-2024-086 Ordinance Approving an Amendment to the Preliminary Plan and Special Use and a Zoning Variation at Mike Rylko Park at 1000 Buffalo Grove Rd. (Trustee Weidenfeld, Nicole Woods)
- c. O-2024-087 Ordinance Approving a Sign Variation to Install an Electronic Message Board Sign at 450 McHenry Road (Trustee Weidenfeld, Nicole Woods)
- d. R-2024-21 Resolution Approving Ratification of the ILAG Organized Retail Crime Grant Award (Trustee Cesario, Brian Budds)

9. Ordinances and Resolutions

- a. R-2024-22 Resolution Authorizing Execution of a Contract with Christopher B. Burke and the Local Public Agency Agreement with the Illinois Department of Transportation for the Bernard Drive West Project (Trustee Stein, Kyle Johnson)
- b. O-2024-088 Ordinance Authorizing Execution of a Contract with MPC Communications & Lighting, Inc. for Emergency Lighting Installation Services (Trustee Bocek, Brian Spolar)

10. Unfinished Business

11. New Business

12. Public Comment

Public Comment is limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village Board business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- a. Executive Session - Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.
- b. Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.
- c. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

14. Adjournment

*The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m.
The Board does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.*

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 2.a.

Draft Minutes of the August 19, 2024 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Jessie Brown

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the August 19, 2024 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Minutes - 8/19/2024 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, AUGUST 19, 2024**

CALL TO ORDER

President Smith called the meeting to order at 7:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Smith; Trustees Johnson, Cesario, Ottenheimer, Stein, Bocek, and Weidenfeld.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Mike Skibbe, Deputy Village Manager/Public Works Director; Tyler Grace, Assistant Village Manager/Administrative Services; Katie Golbach, Human Resources Director; Nicole Woods, Director of Community Development; Chris Black, Director of Finance; Molly Gillespie, Communications Director; Kyle Johnson, Deputy Public Works Director/Village Engineer; Jim Warnstedt, Deputy Public Works Director; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the July 15, 2024, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 6— Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

Moved by Cesario, seconded by Ottenheimer, to approve the minutes of the August 5, 2024, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6— Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

WARRANT #1371

Mr. Black read Warrant #1371. Moved by Bocek, seconded by Johnson, to approve Warrant #1371 in the amount of \$8,059,863.54 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Ottenheimer, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

VILLAGE PRESIDENT’S REPORT

President Smith noted that Trustee Bocek will read a Proclamation Discouraging Onychectomy, but Trustee Stein first has a comment.

Trustee Stein noted that he does not object to the content of the Proclamation, but it does require a call for action on behalf of the entire Village Board and there has been no discussion or vote on it and he believes that it would have been more appropriate to have it as a resolution where there would have been discussion and a vote.

Trustee Bocek then read the **Proclamation Discouraging Onychectomy** stating general opposition to the practices of onychectomy (declawing) and flexor tendonectomy in our community and encourage our local veterinary professionals to discourage the practice with vigor.

President Smith commended and thanked our terrific **Buffalo Grove Fire Department** for helping to save lives with their recent assistance to the Arlington Heights Fire Department.

President Smith announced that the Village is hosting a **President's Pick** event at Sal & Tony's restaurant to provide factual and detailed information as to what is happening with economic development in the Village of Buffalo Grove, and he invited all interested residents to attend.

Also, Chief Budds will be hosting a **Chat With the Chief** this Friday at Woodman's and again, all interested residents are urged to attend.

VILLAGE MANAGER'S REPORT

Chief Budds introduced and reviewed the credentials and backgrounds of our new **Police Officers Cassandra Arreola** and **Aeden Young**. Fire & Police Commission Chair McKee administered the Oath of Office to both officers as they were welcomed and congratulated by the audience and the Board. Officer Young then had his badge pinned on by his father, and Officer Arreola had her badge pinned on by her mother. Both officers thanked the Village for this opportunity and stated they are looking forward to a long career serving with the outstanding Police Department in the Village of Buffalo Grove.

TRUSTEE REPORTS

Trustee Johnson reported that the **2024 Farmer's Market** is now open on Sundays, with the exception of Labor Day weekend. The location is basically the same this year, but in the adjoining parking lot. Details may be found on the Farmer's Market Facebook page.

Trustee Johnson reported on **Buffalo Grove Days** activities and the Buffalo Grove Days Parade and urged residents and businesses to consider having an entry in the parade.

Trustee Cesario reported on two opportunities to participate in a **Blood Drive** during Buffalo Grove Days weekend and urged all those who are able to donate blood, as there are critical shortages toward the end of summer.

CONSENT AGENDA

President Smith explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion; there were no such requests. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Ordinance No. 2024-80 – Hillside Auto Body

Motion to pass Ordinance No. 2024-80 authorizing the Village Manager to execute a contract with Hillside Auto Body and Service Inc, for Towing and Vehicle Storage Services, pending final review and approval of the contract by the Village Attorney.

Ordinance No. 2024-81 – School District 21

Motion to pass Ordinance No. 2024-81 approving the Development Improvement Agreement with Community Consolidated School District 21 for improvements at Joyce Kilmer Elementary School, subject to the final review by the Village Attorney. Proposed improvements to Joyce Kilmer Elementary School located at 655 Golfview Terrace, include constructing temporary modular classrooms, new sewer and water connections, improving and moving an existing playground and associated restoration of both projects.

Ordinance No. 2024-82 – Park Place Townhomes

Motion to pass Ordinance No. 2024-82 approving the Certificate of Initial Acceptance with The Huron Group for the Park Place Townhomes development. The Huron Group, developer of the multifamily homes at 311, 321 and 331 LaSalle Lane, has completed the required improvements, and is recommended to be moved to the one-year maintenance period beginning August 19th, 2024.

Automated Truck Wash

Motion to authorize staff to waive bids and negotiate for an automated truck wash for the new Public Works facility. Automated vehicle wash systems are a niche market, with only a few vendors operating locally in this space. The unique design characteristics of an automated vehicle wash system would require that Buffalo Grove enter into a contract with a qualified 3rd party consultant to adequately put together a formal bid package. The limited local vendors operating in this space, combined with the additional costs of a consulting company to put out a formal bid package would add both time and money to the scope of this project and delay completion. Public Works staff believe it is in the best interest of the Village to waive bids and negotiate for this truck wash system.

Ordinance No. 2024-83 – 600 Buffalo Grove Road

Motion to pass Ordinance No. 2024-83 approving an ordinance authorizing sign variations for Wealth Financial Services and Tax Advisory at 600 Buffalo Grove Road. This Ordinance grants approval of three variations to Title 14 (Sign Code) Section 14.16 to exceed the maximum number and size, and allow for an occupancy within another occupancy under separate ownership for wall signage at 600 Buffalo Grove Road, subject to the conditions in the Ordinance.

Resolution No. 2024-20 – Checker Road

Motion to pass Resolution No. 2024-20, supporting an application for the 2024 Illinois Transportation Enhancement Program (ITEP) Application Cycle for Checker Drive Bikepath & Pedestrian Improvements. The Village successfully obtained ITEP funds for work on Bernard Drive, utilizing up to \$2 million in federal and state funds. Similarly, Public Works is looking to utilize this funding source for Checker Drive. Widening the sidewalk in the north/west parkway creates a multiuse path, making the project eligible for ITEP funding while also meeting a bicycle route goal per the latest Village bicycle plan.

Trustee Stein requested that Item 8.d., automated truck wash for the new Public Works facility, removed from the Consent Agenda

Moved by Ottenheimer, seconded by Johnson, to approve the Consent Agenda minus Item 8.d.

Upon roll call, Trustees voted as follows on the Consent Agenda, minus Item 8.d:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2024-84 – C.A.F.T.

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2024-84 authorizing the Village Manager to execute a contract with Martam Construction, Inc. for the Combined Area Fire Training Facility & Water Station Project in an amount not to exceed \$1,290,733.40 which includes a 10% Village-controlled contingency, pending final review and approval by the Village Attorney and in accordance with materials contained in Board packets.

Mr. Johnson reviewed the proposed ordinance, details of which may be found in the Agenda Item Summary that he prepared, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

Automated Truck Wash

Moved by Bocek, seconded by Johnson, to authorize staff to waive bids and negotiate for an automated truck wash for the new Public Works facility. Automated vehicle wash systems are a niche market, with only a few vendors operating locally in this space. The unique design characteristics of an automated vehicle wash system would require that Buffalo Grove enter into a contract with a qualified 3rd party consultant to adequately put together a formal bid package. The limited local vendors operating in this space, combined with the additional costs of a consulting company to put out a formal bid package would add both time and money to the scope of this project and delay completion. Public Works staff believe it is in the best interest of the Village to waive bids and negotiate for this truck wash system.

Trustee Stein explained the reasons that he asked that this be removed from the Consent Agenda.

Mr. Warnstedt reviewed the proposal, details of which are contained in the Agenda Item Summary prepared by Mr. Wisniewski and answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

PUBLIC COMMENT

President Smith reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

EXECUTIVE SESSION

Moved by Johnson, seconded by Cesario, to move to Execution Session to discuss: **Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.** Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld
NAYS: 0 – None
Motion declared carried.

The Board moved to Executive Session from 8:08 P.M. until 9:26 P.M.

ADJOURNMENT

Moved by Stein, seconded by Bocek, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried and the meeting was adjourned at 9:27 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 16th DAY OF September 2024

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 2.b.

Draft Minutes of the September 4, 2024 Village Board Special Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Jessie Brown

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the September 4, 2024 Village Board Special Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Minutes - 9/4/2024 Special Meeting



**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES
OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL
CHAMBERS, 50 RAUPP BOULEVARD, WEDNESDAY, SEPTEMBER 4, 2024**

CALL TO ORDER

President Pro Tem Stein called the meeting to order at 5:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: Trustees Johnson, Cesario, Ottenheimer, Stein, Bocek, and Weidenfeld. President Smith was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works.

REMOTE ATTENDANCE

Move by Weidenfeld, seconded by Ottenheimer, to allow President Smith to attend the meeting remotely due to illness. Upon roll call, Trustees voted as follow:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

PUBLIC COMMENT

There were no comments from the public.

EXECUTIVE SESSION

Moved by Ottenheimer, seconded by Johnson, to move to Execution Session to discuss: **Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.** Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 5:32 P.M. until 6:41 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried and the meeting was adjourned at 6:43 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 16th DAY OF September 2024

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 3.a.

Approval of Warrant #1372

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1372 in the amount of \$5,880,763.25

Summary

Warrant #1372 in the amount of \$5,880,763.25

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Summary Warrant 1372



VILLAGE OF BUFFALO GROVE WARRANT #1372

16-Sep-24

	363,765.41
General Fund:	
	2,531.54
Parking Lot Fund:	
	0.00
Motor Fuel Tax Fund:	
	0.00
Debt Service Fund:	
	0.00
School & Park Donations:	
	0.00
Lake Cook Rd TIF Fund:	
	217,926.06
Capital Projects-Facilities:	
	65,313.52
Capital Projects-Vehicles/Equipment:	
	762,177.09
Capital Projects-Streets:	
	0.00
Retiree Health Savings (RHS):	
	1,753,250.85
Water Fund:	
	77,284.80
Buffalo Grove Golf Fund:	
	118,731.17
Arboretum Golf Fund:	
	88,765.00
Refuse Service Fund:	
	102,083.02
Information Technology Internal Service Fund:	
	28,850.86
Central Garage Internal Service Fund:	
	53,958.23
Building Maintenance Internal Service Fund:	
	3,634,637.55
PAYROLL PERIOD ENDING 8/25/2024	1,111,890.32
PAYROLL PERIOD ENDING 9/08/2024	1,134,235.38
TOTAL WARRANT #1372	5,880,763.25

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Village Clerk

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 4.a.

Buffalo Grove Days Presentation

Contacts

Liaison: Trustee Johnson

Staff: Molly Gillespie

Staff Recommendation

Staff recommends presentation.

Recommended Motion

N/A

Summary

Background

Buffalo Grove Days 2024 took place Labor Day weekend, August 29-September 2. Staff will provide a brief recap video highlighting the event. In addition, President Smith will recognize the volunteer parade marshals, emcee and judges who ensured the success of the Buffalo Grove Days Parade, which was held on Sunday, September 1. Finally, Parade Judges Jeff and Jane Berman will present the parade awards in six categories to selected recipients.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 4.b.

Proclamation Recognizing National Suicide Prevention Month

Contacts

Liaison: Trustee Johnson

Staff: Dane Bragg

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation Recognizing National Suicide Prevention Month

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Proclamation for Suicide Prevention Month





BUFFALO GROVE

PROCLAMATION

PROCLAMATION RECOGNIZING NATIONAL SUICIDE PREVENTION MONTH

WHEREAS, September is known globally as “Suicide Prevention Month,” and “The National Suicide Prevention + Action Month” proclamation was created to raise the visibility of mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and

WHEREAS, Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 11th leading cause of death among adults, and the #1 cause of death among individuals between the ages of 10 and 34, and ages 10-34 in the US; and

WHEREAS, The CDC states that suicide rates increased approximately 36% between 2020 and 2022 with suicide responsible for nearly 50,000 deaths in 2022 or approximately one death every 11 minutes; and

WHEREAS, in 2023, an estimated 13.2 million American adults seriously thought about suicide, 3.8 million planned a suicide attempt, and 1.6 million attempted suicide; and

WHEREAS, each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

WHEREAS, Buffalo Grove, Illinois is no different than any other community across the country, but chooses to publicly place our full support behind local educators, mental health professionals, athletic coaches, first responders, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS, The Village of Buffalo Grove talks about suicide and works to end the stigma surrounding mental health that often remains too painful to discuss. All Buffalo Grove Police Officers are crisis intervention trained and work alongside the Police Social Worker on mental health calls; and

WHEREAS, every member of our community should understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, be it resolved, the Village President, Eric Smith, and Board of Trustees of the Village of Buffalo Grove hereby proclaim September 2024 as the Village of Buffalo Grove’s Suicide Prevention + Action Month.

Proclaimed this 16th day of September 2024.

Eric Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 4.c.

Boards, Committee, Commission Appointments List

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the appointment of Donald Schwartz to the Planning & Zoning Commission.

Summary

Attached is an updated Board, Committee and Commission appointment list adding Mr. Schwartz as a member of the Planning & Zoning Commission.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 6: Engages Our Residents

Principle 7: Builds Our Community

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. 2024 Committee_Commission_Board_Appointments 2024-2025

2024-2025 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

- Edward McKee (Chair)
- Stuart Berman
- Kevin Dryman
- Scott Fishman
- Marc Blumenthal

Planning and Zoning Commission

- Mitchel Weinstein (Chair)
- Amy Au
- Adam Moodhe
- Kevin Richards
- Neil Worlikar
- Marc Spunt
- Jason Davis
- Sujat Saxena
- Donald Schwartz*

Health Commission¹

- Deb Moritz (Chair)
- Mike Garfield
- Karleen Pitchford
- Doug Pitchford
- Dr. Becky Bergman
- Nisha Patalay

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon
- Sarah Lee

- Jackie Beegun
- Jane Primack
- Beth Nudelman
- David Bergman
- Mindy Lazor
- Steve McLellan
- Maanasha Sankareswari – Ramesh
- Narayanasamy Ramesh

Rick Kahen Commission for Residents with Disabilities

Members

- Judy Samuels (Chair)
- Martin Sussman (Vice Chair)
- Donna Garfield
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Avi Samuels
- Gowri Magati

Volunteers

- David Morton

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Christopher Black

Ethics Commission

- Larry Stanley
- Jeff Berman (Chair)
- Pragnesh Patel
- Leslie Abella
- Richard Bellows
- Danielle Rodbro

* New appointment



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 5.a.

Fire Department Unit Citation Presentation

Contacts

Liaison: Trustee Cesario

Staff: Lawrence Kane

Staff Recommendation

Staff recommends presentation.

Recommended Motion

N/A

Summary

Background

On August 14, 2024, the members of Tower Ladder 25, with no regard for their own personal safety, performed to the highest regard of the fire service and in the tradition of the Buffalo Grove Fire Department by their actions which resulted in the rescue of four citizens from a structure fire. The actions of these three individuals had a positive impact on the public and resulted in four lives being saved that evening.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 8.a. O-2024-085

Ordinance Amending Title 5.20 Liquor Controls to Reserve a Class A-1 Liquor License for Dengeos on Dundee Inc

Contacts

Liaison: President Smith

Staff: Jessie Brown

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending Title 5.20 Liquor Controls to reserve a Class A-1 liquor license for Dengeos on Dundee Inc.

Summary

A Class A-1 liquor license is reserved for Dengeos on Dundee Inc at 195 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 20, 2025.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Draft Ordinance - Reserve Dengeos on Dundee



ORDINANCE 2024-xxx

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.130 Licenses authorized.

Subsection A-1. of Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A-1. of Section 5.20.130 shall provide as follows.

<i>Class A-1.</i>	
1. Chicago Galbi House Inc	340 Half Day Road
2. Hakuya Sushi, Inc	161 Dundee Road
3. MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
4. Niki's Gyros, Inc.	1038 Weiland Road
5. Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
6. RR Buffalo Grove LLC d/b/a Ricky Rockets—Buffalo Grove	700 E Lake Cook Road 101
7. Taste of Tokyo, Inc.	159 McHenry Road
8. PYX Brands LLC d/b/a Yeero Revolution	700 E Lake Cook Road 105
9. Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
10. Nino's Pizzeria, Inc.	960 Buffalo Grove Road
11. Dengeos on Dundee, Inc.	<u>195 Dundee Road</u>

SECTION 2.

- A. A Class A-1 liquor license is reserved for Dengeos on Dundee, Inc. at 195 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or

before January 20, 2025. The Village Manager shall have the authority to extend the January 20, 2025 date for good cause shown. If not so extended, this reservation shall cease.

B. This Section 2 shall not be codified.

SECTION 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024
PUBLISHED: _____, 2024

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 8.b. O-2024-086

Ordinance Approving an Amendment to the Preliminary Plan and Special Use and a Zoning Variation at Mike Rylko Park at 1000 Buffalo Grove Rd.

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment to the preliminary plan and special use as well as a zoning variation at Mike Rylko Park at 1000 Buffalo Grove Road.

Summary

See attached memorandum

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Memo - 1000 Buffalo Grove Rd
2. Draft Ordinance - 1000 Buffalo Grove Rd
3. Exhibit B. Plan Set
4. Exhibit C. Draft PZC Minutes Sept 4, 2024

DATE: September 16, 2024

TO: Village Manager Dane Bragg

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 1000 Buffalo Grove Road - Mike Rylko Park Pump Track and Shade Structure Improvements

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance approving an amendment to Ord. 95-26 for preliminary plan, Special Use pursuant and a zoning variation to allow for the construction of a pump track and an accessory structure (shade sale) to exceed the maximum height allowed at Mike Rylko Park, at 1000 Buffalo Grove Road, subject to the conditions in the attached Ordinance.

PLANNING & ZONING ANALYSIS

The Buffalo Grove Park District (BGPD) is proposing to construct a new pump track and a new shade structure at the northeast corner of Mike Rylko Park, near the intersection of Deerfield Parkway and Buffalo Grove Road, as shown in Figure 1 and 2. These improvements are in addition to the other enhancements to the existing skatepark that not require any approvals.



Figure 1: Subject Property

The proposed pump track, which is a type of track designed for cycling and scootering, will expand the skate park's utility beyond its current design, which is primarily for skateboarders and in-line skaters (Figure 3). The pump track will be situated north of the current skate park and to the west of the pickleball courts.

Additionally, BGPD is seeking a height variance to install a shade structure at the Nature Classroom within the park (Figure 4). The proposed shade structure as is approx. 16'-5 7/16" and exceeds the maximum height (15 feet), requiring a zoning variation. The pump track and the shade sail will be setback more than the minimum requirement of 25 feet from the property lines. This request does not propose any other

changes to the site or its use, including landscaping, signage, or lighting. Village staff has reviewed the locations and heights of the accessory structures/equipment and found the request to be reasonable.

Stormwater & Engineering

The Village's Engineers have reviewed the preliminary plans and believe all project requirements can be met through subsequent stages of the design process. The Development Improvement Agreement will reinforce these requirements, assuring Village Code and other permit standards are met.

PUBLIC HEARING COMMENTS

There was one public comment at the meeting regarding noise and light pollution due to current park amenities.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the amendment to the preliminary plan, and Special Use approved pursuant to Ord. 95-26 and a zoning variation for the height of an accessory structure subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.



Figure 2: Site Plan



Figure 4: Rendering of Pump Track



Figure 3: Rendering of Shade Structure



ORDINANCE 2024-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE PRELIMINARY PLAN AND SPECIAL USE APPROVED BY ORD. NO. 95-26 AND A ZONING VARIATION FOR 1000 BUFFALO GROVE ROAD

Mike Rylko Park at 1000 Buffalo Grove Road

WHEREAS the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, 1000 Buffalo Grove Road, Buffalo Grove, IL (“Property”) is part of a 76.5-acre park in the RE Residential Estate District which is currently improved with an amphitheater, sports dome, Spray ‘N Play facility, Buffalo Grove Fitness Center and several accessory buildings and recreational structures, and is hereinafter legally described in Exhibit A; and,

WHEREAS the Buffalo Grove Park District, (“Petitioner”) has filed a petition to allow the construction of a new pump track and shade structure on the Property, and is requesting the following approvals:

1. An amendment to the Preliminary Plan and Special Use granted by Ordinance No. 95-26; and,
2. A Variation from Section 17.32 of the Village of Buffalo Grove Zoning Code pertaining to the height of an accessory structure (shade structure) exceeding the 15-foot height limitation; and

WHEREAS the Planning & Zoning Commission held a public hearing on September 4, 2024, concerning the petition for approval of an amendment to the Preliminary Plan and Special Use granted by Ordinance No. 95-26 and the Zoning Variation; and

WHEREAS the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Special Uses and Variations as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and;

WHEREAS the Planning & Zoning Commission voted 5-0 to unanimously recommend approval of the amendment to the Preliminary Plan and Special Use granted by Ordinance No. 95-26 and the Zoning Code Variation; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested proposed amendment to the Preliminary Plan and Special Use granted by Ordinance No. 95-26 and the Zoning Code Variation are reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed development shall be constructed in accordance with and pursuant to the following exhibits:

- EXHIBIT A Legal Description of the Property
- EXHIBIT B Plan Set
- EXHIBIT C Draft Minutes from the September 4, 2024 Planning & Zoning Commission Meeting

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving an amendment to the Preliminary Plan, and Special Use approved pursuant to Ord. 95-26 and a Zoning Variation for the height of an accessory structure to allow the construction of a pump track and a new shade structure on the northeast corner of Mike Rylko Park, at 1000 Buffalo Grove Road, Buffalo Grove, IL, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

SECTION 3. 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.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2024
 APPROVED: _____, 2024
 PUBLISHED: _____, 2024

ATTEST:

APPROVED:

 Janet M. Sirabian, Village Clerk

 Eric N. Smith, Village President

EXHIBIT A

Legal Description

Mike Rylko Park

1000 Buffalo Grove Road

SUBJECT PROPERTY COMMON ADDRESS: 1000 Buffalo Grove Road

PINS: 15-29-400-017, 15-29-400-019, 15-32-213-001, 15-32-200-034

Parcel 1: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER OF APTAKISIC ROAD, NOW BUSCH ROAD, AND EASTERLY OF THE CENTER OF STATE HIGHWAY, (EXCEPT THAT PART THEREOF, DESCRIBED AS FOLLOWS, TO WIT (A) BEGINNING AT A POINT IN THE CENTER LINE OF THE PUBLIC ROAD, AS FORMERLY LOCATED RUNNING NORTHWESTERLY AND SOUTHEASTERLY ACROSS SAID QUARTER SECTION, WHICH POINT IS NORTH 36 DEGREES, 40 MINUTES, WEST 1,294.51 FEET FROM A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 1,137.50 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE NORTH 86 DEGREES, 21 MINUTES, EAST 306.30 FEET; THENCE NORTH 3 DEGREES, 39 MINUTES WEST, 230.00 FEET; THENCE SOUTH 86 DEGREES, 21 MINUTES, WEST ALONG CENTER OF PUBLIC ROAD (AS TRAVELED), 455.83 FEET TO INTERSECTION OF SAID CENTER LINE WITH CENTER LINE OF FIRST MENTIONED ROAD; THENCE SOUTH 36 DEGREES, 40 MINUTES, EAST ALONG THE CENTER OF SAID ROAD, 274.29 FEET TO THE PLACE OF BEGINNING, AND (B) BEGINNING AT THE INTERSECTION OF CENTER LINE OF OLD MCHENRY ROAD, AS FORMERLY LOCATED AND CENTER LINE OF PUBLIC HIGHWAY KNOWN AS APTAKISIC ROAD, (NOW BUSCH ROAD), THENCE SOUTH 86 DEGREES, 21 MINUTES, WEST ALONG THE CENTER OF SAID APTAKISIC ROAD (NOW BUSCH ROAD), PRODUCED SOUTHWESTERLY 210 FEET, MORE OR LESS TO THE CENTERLINE OF SAID STATE HIGHWAY, THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID HIGHWAY 360.0 FEET, MORE OR LESS TO A POINT 230.0 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM CENTER LINE OF APTAKISIC ROAD (NOW BUSCH ROAD) THENCE NORTH 86 DEGREES, 21 MINUTES, EAST ALONG A LINE PARALLEL TO AND 230.0 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID ROAD, FOR A DISTANCE OF 85.0 FEET, MORE OR LESS, TO THE CENTER LINE OF SAID OLD MCHENRY ROAD; THENCE NORTH 36 DEGREES, 40 MINUTES, WEST ALONG CENTER OF SAID ROAD, 274.29 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 51.0 FEET (EXCEPT THE NORTH 33.0 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP AND RANGE, AFORESAID, LYING NORTHEASTERLY OF THE CENTER LINE OF STATE HIGHWAY, IN LAKE COUNTY, ILLINOIS.

ALL THAT PART LYING NORTHEASTERLY OF THE CENTERLINE OF STATE ROUTE 54 AS NOW LOCATED OF THE FOLLOWING DESCRIBED PROPERTY WHEN TAKEN AS A TRACT: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 1652.79 FEET, TO THE POINT OF BEGINNING; THENCE WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 257.65 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE CENTERLINE OF ST. RTE. 83, 290.65 FEET, TO SAID CENTERLINE; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE, TO THE INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH, ALONG SAID EAST LINE, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Plan Set
Mike Rylko Park
1000 Buffalo Grove Road

DRAFT

EXHIBIT C

Draft Minutes from September 4, 2024, Planning & Zoning Commission Meeting

Mike Rylko Park

1000 Buffalo Grove Road

DRAFT



BUFFALO
GROVE
PARK
DISTRICT



To: Village of Buffalo Grove Planning and Zoning Commission

From: Erika Strojinc, Executive Director
Tim Howe, Director of Parks and Planning
Laurie Hoffman, Planning and Development Manager

Date: July 26, 2024

Re: Buffalo Grove Park District – Mike Rylko Community Park – Skate Park and Nature Classroom

Action Requested:

The Buffalo Grove Park District asks that the Village of Buffalo Grove Planning and Zoning Commission accept our formal application and provide a recommendation for the following regarding Mike Rylko Community Park:

- Height Variance for a new shade structure at the Nature Classroom.
- Special Use modification to the Existing Skate Park to construct a Pump Track.

Project Narrative / Use Description:

The Nature Classroom was renovated in 2023, operating as a satellite facility of the Raupp Museum, the Nature Classroom features exhibits on the local environment, as well as classes that use the surrounding park area as a living lab for students of all ages. Part of the renovation for this space created an outdoor area for presentations and small performances. The original design included a shade structure in this area, but during bidding, it was removed to save costs. The new shade structure consists of 3 posts, (1) at 16'-5 7/16", (1) at 14'-3 7/16" and (1) at 12'-6 7/16". The different heights allow for the fabric canopy to be installed at an angle. The mounting heights for the fabric canopy are 15'-0", 13'-0", and 11'-0". The post at 16'-5 7/16" exceeds the current 15'-0" Height restriction, the Park District is requesting a height variance for this post to allow for the shade structure to be installed. The Park District is looking to install the feature this summer to complete the space.

The Skate Park was installed at Mike Rylko Park in 2003 as part of an OSLAD Grant from the Illinois Department of Natural Resources. In 2023 as part of a master plan exercise concerning the section of Mike Rylko Park closest to Buffalo Grove Road, the Park District worked with American Ramp

Company to obtain resident feedback on how the Skate Park could be modernized. The community input meeting was held on May 16, 2023, and the community survey was left open for the public to respond to until July 6, 2023. Additional community input meetings were held on June 26, 2023, and July 19, 2023. The current skate park structures have reached the end of their life and are being replaced this summer. As the Park District is not currently moving forward with all parts of the developed master plan, adding the pump track, which complements the skate park, seemed like a natural amenity to include at this time. The pump track is constructed of asphalt surfacing and is 246 ft in length. It will increase the footprint of the Skate Park by 7,455 SF. Of the total square footage, 2,674 SF will be asphalt and the remaining 4,781 SF will be a grass area for drainage. American Ramp Company is the designer and installer of the system. The pump track will allow for scooters and bicycles to utilize the space, opening it up to more residents, not just those who skateboard.

Attachments:

- Responses to Variation Standards
- Responses to Special Use Standards
- Proof of Ownership
- Drawings showing the location and design intent for the pump track and new shade structure.
- Storm Water Narrative and Drainage Exhibit for the new pump track.
- Results of resident feedback from 2023 community input meetings.
- Mailing List Certification

Please feel free to reach out with any questions and thank you very much for your consideration.

Sincerely,



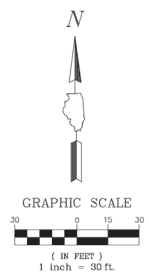
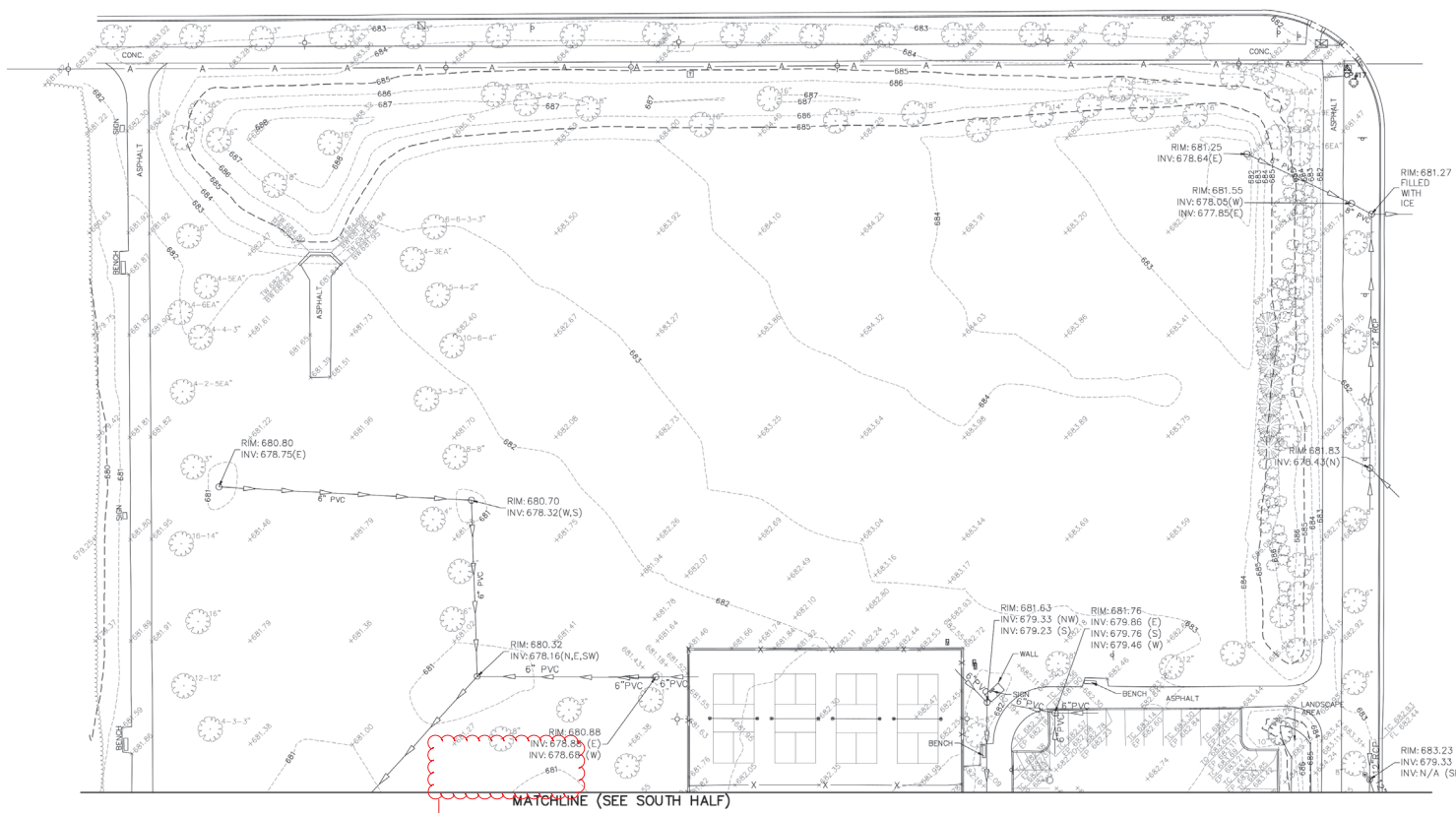
Laurie A. Hoffman, AIA | CDT | NCARB
Planning and Development Manager

Project Site:

**Mike Rylko Community Park
1000 N Buffalo Grove Road, Buffalo Grove, Illinois 60089**



- LEGEND**
- AIR CONDITIONER
 - BOLLARD/POST
 - BUFFALO BOX
 - BUSH/SHRUB
 - BUSH LINE/BRUSH LINE
 - CATCH BASIN
 - CLEANOUT
 - CONTOUR
 - ▲ CONTROL POINT
 - CONTROL VALVE
 - ✱ CROSS/NOTCH
 - DISK
 - DITCH/SWALE
 - DOWNSPOUT
 - DRAIN
 - ELECTRIC BOX
 - ELECTRIC LINE
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - FENCE
 - FIBER OPTIC LINE
 - FIBER OPTIC MANHOLE
 - FIRE HYDRANT
 - FLAG POLE
 - FLARED END SECTION
 - GAS LINE
 - GAS MANHOLE
 - GAS METER
 - GAS VALVE
 - GREASE TRAP
 - GROUND LIGHT FIXTURE
 - GUARDRAIL
 - GUY WIRE
 - HANDHOLE
 - HANDHOLE (HEAVY DUTY)
 - INLET
 - IRON PIPE
 - IRON ROD
 - LIGHT POLE
 - MAG NAIL/P.K. NAIL
 - MAILBOX
 - OVERHEAD ELECTRIC LINE
 - POWER POLE
 - ROCK
 - RIP RAP
 - R.O.W. MARKER
 - SANITARY FORCEMAIN LINE
 - SANITARY SEWER LINE
 - SANITARY SEWER MANHOLE
 - SIGN
 - SOIL BORING
 - SPOT ELEVATION
 - SPRINKLER HEAD
 - STORM SEWER LINE
 - STORM SEWER MANHOLE
 - TELEPHONE LINE
 - TELEPHONE MANHOLE
 - TELEPHONE BOX/PEDESTAL
 - TELEVISION LINE
 - TELEVISION MANHOLE
 - TELEVISION BOX/PEDESTAL
 - TRAFFIC SIGNAL
 - TRAFFIC SIGNAL CONTROL BOX
 - TREE-CONIFEROUS (SIZE/TAG#)
 - TREE-DECIDUOUS (SIZE/TAG#)
 - TREE STUMP
 - VALVE BOX
 - VALVE VAULT
 - VRAIN BOX
 - WATER FOUNTAIN
 - WATER AUXILIARY VALVE
 - WATERLINE EDGE
 - WATERMAIN LINE
 - WATER METER
 - WATER METER PIT
 - WELL HEAD
 - WETLAND
 - WETLAND FLAG



BENCHMARK:
ELEVATIONS SHOWN HEREON ARE OBTAINED VIA GPS USING
TRIMBLE VES+ NOWM (NO PUBLISHED MONUMENT VERIFIED)
DATUM: NAVD83

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive • Vernon Hills, IL 60061
Tel 847.478.9700 • Fax 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

EXISTING CONDITIONS
RYLKO PARK IN LINE RINK IMPROVEMENTS
1000 N. BUFFALO GROVE RD
BUFFALO GROVE, ILLINOIS

NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION

FILE: 4647-156-EX.dwg	SHEET NUMBER
DRAWN BY: DGC	1
DATE: 04-15-23	4647.156
CHECKED BY:	SCALE: 1"=30'
DATE:	OF 2 SHEETS

MATCHLINE (SEE NORTH HALF)



FILE 4647-156-EX.dmo

DATE	T=30
------	------

OF 2 SHEET

625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

This drawing is the property of Dewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Dewalt-Hamilton Associates, Inc.

RYLKO PARK IN LINE RINK IMPROVEMENTS
1000 N. BUFFALO GROVE RD
BUFFALO GROVE, ILLINOIS

NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION	DATE	1"=30'	OF 2 SHEETS
-----	----	------	----------	-----	----	------	----------	------	--------	-------------

NOTE:
FIELD WORK PERFORMED BY GHA ON JUNE 3, 2024.

RECORD DRAWINGS

THESE DRAWINGS HAVE BEEN PREPARED ON THE BASIS OF VISIBLE, MEASURABLE SURFACE AND SUBSURFACE EVIDENCE AND MAY CONTAIN INFORMATION COMPILED AND FURNISHED BY OTHERS. GEWALT HAMILTON ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RESULTING FROM INFORMATION PROVIDED BY OTHERS.

THE LOCATION OF UNDERGROUND FACILITIES SHOWN HEREON SHALL NOT SUBSTITUTE FOR PHYSICAL FIELD LOCATION PRIOR TO EXCAVATION. GEWALT HAMILTON ASSOCIATES, INC. DISCLAIMS AND SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR LOSS WHICH MAY ARISE FROM MARKING UNDERGROUND UTILITY LOCATIONS BASED ON THE INFORMATION CONTAINED IN THESE DRAWINGS.

SESC LEGEND

TOPSOIL FURNISH AND PLACE, 6" MIN. SEEDING, CLASS 1, SEED RATE 8 LBS/1000 SF, PENN MULCH

ROCK CONSTRUCTION ENTRANCE

SILT FENCE INSTALLATION

CONSTRUCTION FENCE INSTALLATION

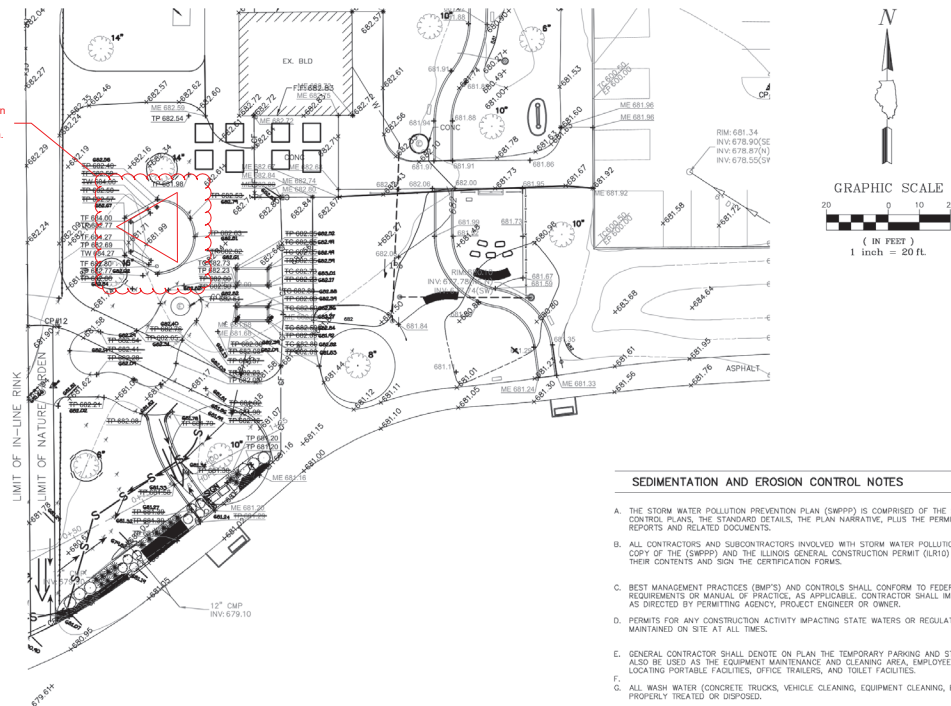
STORM SEWER INLET PROTECTION:
- INLET FILTER BASKET

- INLET FILTER BASKET & COIR LOG

COIR LOG

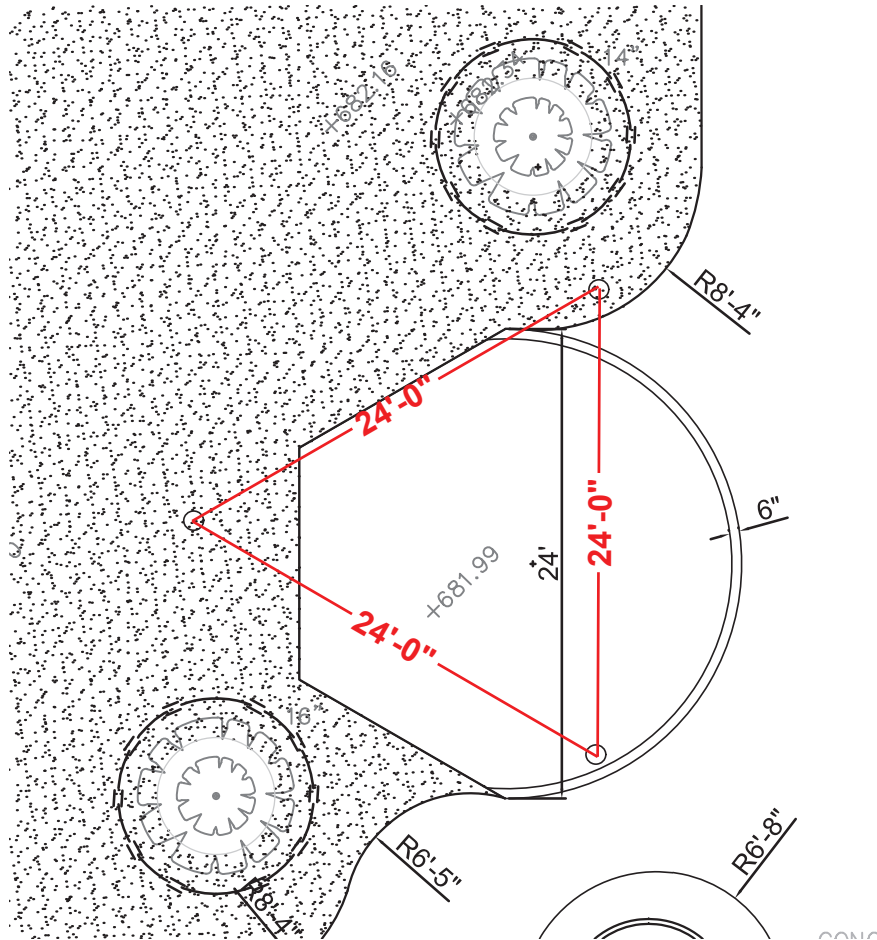
CONCRETE WASHOUT

Approximate location of new shade structure installation.



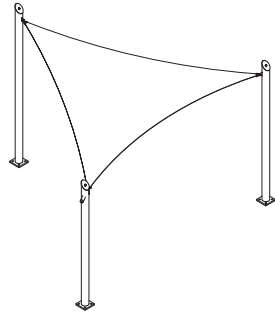
New Shade Structure at Nature Classroom

Refer to sketch below for placement. Sketch is not to scale, Contractor to verify location of footings in field. Provide tree protection at existing trees, notify Owner of any branches that need to be trimmed.



New Shade Structure at Nature Classroom - Rendering showing design intent.





Part No: CPO36970
SCALE 1/10" = WEIGHT 1/16"

GENERAL NOTES:
DESIGN INFORMATION
CODE AND LOADS:
BUILDING CODE: IBC 2015
OCCUPANCY CLASSIFICATION - A-3
CONSTRUCTION TYPE - II-B
SINGLE STORY STRUCTURE

LOADS:
DEAD LOAD= SELF WEIGHT
LIVE LOAD = 5 PSF

DESIGN WIND LOAD Vult=105 MPH, 0.85 SEC. GUST

EXPOSURE: C
KZT: 1

GROUND SNOW LOADS: 5 PSF

THIS STRUCTURE WAS NOT DESIGNED FOR A FLOOD HAZARD AREA. WHEN A SITE-SPECIFIC PROJECT IS LOCATED IN A FLOOD ZONE, A LETTER STAMPED AND SIGNED FROM A GEOTECHNICAL ENGINEER IS NEEDED TO VALIDATE THE ALLOWABLE SOIL VALUES SPECIFIED IN THE PC ARE STILL APPLICABLE.

SOILS WERE EVALUATED USING VALUES OBTAINED FROM IBC 2015 TABLE 1806.2 AND ASSUMING SOIL TYPE 5. PRIOR TO PLACEMENT OF ANY FOUNDATION ELEMENTS, CONTRACTOR SHALL EXAMINE THE SOIL AND VERIFY THE BEARING STRATA (BOTTOM OF FOOTING) DOES NOT CONTAIN MUD, ORGANIC SILT, ORGANIC CLAYS, PEAT, UNPREPARED FILL, OR ANY FORM OF NON-LOAD BEARING CAPABLE SOILS. IF ANY OF THESE CONDITIONS ARE ENCOUNTERED, CONTRACTOR SHALL NOTIFY SKYWAYS IMMEDIATELY FOR ADDITIONAL RECOMMENDATIONS.

ALLOWABLE BEARING 1500 PSF

LATERAL BEARING: 200 PSF/FT

CABLE STRESS: 600 LBS MIN

- GENERAL NOTES:
 - ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING:
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES."
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS."
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION - "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A 325 OR A 490 BOLTS."
 - AMERICAN WELDING SOCIETY - "STRUCTURAL WELDING CODE" AWS D1.1
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS - AS REFERENCED HEREIN.
 - AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) - AS REFERENCED.
 - DO NOT SCALE OFF OF DRAWINGS
- MATERIALS: MEMBERS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O.
 - PIPES SHALL CONFORM TO ASTM A 53, GRADE B, TYPE E OR S.
 - STRUCTURAL TUBING SHALL CONFORM TO ASTM A 500, GRADE B/C.
 - PLATES AND BARS SHALL CONFORM TO ASTM A 36 OR A 572 GRADE 50.
 - TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT.
 - PINS SHALL CONFORM TO ASTM A 36, OR ASTM A 588, GRADE 50. ALL PINS SHALL BE GALVANIZED.
 - ALL STRUCTURAL STEEL SHALL BE SHOT BLASTED PRIOR TO PAINT.
 - ALL WORK SHALL BE FREE OF OIL, GREASE, AND MACHINING CHIPS.
- BOLTS AND WELDS: SHALL CONFORM TO THE FOLLOWING REQUIREMENTS U.N.O.
 - ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN.
 - ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .035 OR .045 WIRE.
 - ALL WELDED JOINTS SHALL CONFORM TO AWS PRE-QUALIFIED WELDED JOINTS AS DESIGNATED BY THE STANDARD WELD SYMBOLS AND TERMS AS SHOWN ON THE DRAWINGS.
 - WELDS SHALL BE MADE ONLY BY OPERATORS WHO HAVE BEEN PREVIOUSLY QUALIFIED BY TESTS, AS PRESCRIBED IN THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY, D1.1, "STRUCTURAL WELDING CODE", TO PERFORM THE TYPE OF WORK REQUIRED.
 - SHOP CONNECTIONS SHALL BE WELDED U.N.O. FIELD CONNECTIONS SHALL BE BOLTED AS INDICATED ON THE DRAWINGS. WELDING OF FIELD CONNECTIONS SHALL NOT BE ACCEPTED WITHOUT WRITTEN CONSENT FROM THE EOR.
 - ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED.
 - ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH A325 OR EQUIVALENT.
 - ALL HIGH STRENGTH NUTS SHALL COMPLY WITH A563C OR EQUIVALENT.
 - ALL HIGH STRENGTH WASHERS SHALL COMPLY WITH F436-1 OR EQUIVALENT.
 - ALL STAINLESS STEEL BOLTS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2 OR EQUIVALENT.
 - ALL STAINLESS STEEL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2 OR EQUIVALENT.
 - ALL STAINLESS STEEL WASHERS SHALL CONFORM TO TYPE 18-8 OR EQUIVALENT.
 - ALL LOCK WASHERS SHALL BE SPLIT-RING.
 - COMMON SPRING LOCK WASHERS SHALL CONFORM TO ANSI B.18.2.1
 - BOLTS SHALL BE TIGHTENED TO A SNUG CONDITION
 - TOLERANCES ON HOLES FOR CONNECTION PLATES AND BOLTED ELEMENTS IN FIELD SHALL BE +1/16" LARGER THAN THE NOMINAL DIAMETER OF THE BOLT, FOR BASE PLATES IT SHALL BE 1/8" LARGER. BOLT HOLES IN METAL PARTS MAY BE BURNED USING A FLAME CUTTING MACHINE.
 - SPECIAL ATTENTION SHALL BE GIVEN TO WELDS IN AREAS IN DIRECT CONTACT WITH SHADE FABRIC TO ENSURE THAT THESE WELDS ARE GROUND SMOOTH AND DO NOT HAVE SHARP EDGES OR BURRS.
 - ALL THREADED ROD SHALL CONFORM TO ASTM A36, OR ASTM A 572, GRADE 50.
- EXECUTION:
 - STEEL FABRICATOR SHALL PROVIDE EFFECTIVE, FULL TIME QUALITY CONTROL OVER ALL FABRICATION ACTIVITIES.
 - VISUAL INSPECTION SHALL BE PERFORMED TO ENSURE ALL WELDS CONFORM TO AWS STANDARDS.
 - GRIND SMOOTH ALL SHARP EDGES AND CORNERS

- CONCRETE:
 - CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE.
 - CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
 - 28 DAY STRENGTH: $f'_{c} \geq 3,000$ PSI (MIN.)
 - AGGREGATE: HR
 - SUMP: 3-5
 - TYPE II/V PORTLAND CEMENT SHALL CONFORM TO ASTM C-150
 - AGGREGATE SHALL CONFORM TO ASTM C-33
 - NO AIR REQUIRED
 - ALL CONCRETE STEEL REINFORCEMENT SHALL CONFORM TO ASTM A-615 GRADE 60.
 - REINFORCING STEEL SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL AND ISI MANUAL OF STANDARD PRACTICE.
 - REINFORCING CONCRETE COVER SHALL BE 3" MIN.
 - ALL CAST-IN-PLACE CONCRETE SHALL BE COMPACTED USING HIGH FREQUENCY VIBRATING EQUIPMENT.
 - TOP OF PIERS ARE DESIGNED NON-CONSTRAINED.
 - ALL ANCHOR BOLTS SET IN CONCRETE SHALL COMPLY WITH ASTM F-1554 GRADE 55
 - ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C-109, ASTM C939, ASTM C1090 WHEN APPLICABLE.
 - PRIOR TO INSTALLATION OF FOUNDATION, INSTALLER SHALL VERIFY SOILS APPEAR TO BE CAPABLE BEARING SOILS AND ARE NOT MUDDY, LIQUIDY, OR ANY OTHER FORM OF NON-LOAD BEARING SOIL.
- STEEL CABLES:
 - STRUCTURAL WIRE ROPE CABLES SHALL CONFORM TO THE LATEST REVISION OF ASTM A 603, "STANDARD SPECIFICATION FOR ZINC-COATED STEEL STRUCTURAL WIRE ROPE."
 - STRUCTURAL STRAND CABLES SHALL CONFORM TO THE LATEST REVISIONS OF A 586, "STANDARD SPECIFICATION FOR ZINC-COATED PARALLEL AND HEICAL STEEL WIRE STRUCTURAL STRANDS."
 - SEVEN WIRE PRE-STRESSING STRANDS SHALL CONFORM TO THE LATEST REVISION OF ASTM A 416, "STANDARD SPECIFICATION FOR UNCOATED SEVEN WIRE STRESS RELIEVED STRAND FOR PRE-STRESSED CONCRETE" AND SHALL BE GRADE 270.
 - WIRE ROPE CABLE SHALL BE 7X19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF:
 - 1/4" DIAMETER=10,000 LB
 - CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSELY UNDERSIZED) REACH A TAUGHT APPEARANCE. ANY LONG-TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.
- FABRIC NOTES:
 - FABRIC SHALL BE MANUFACTURED BY GALE PACIFIC OR ANY OTHER MANUFACTURER WHO CAN MEET THE SPECIFICATIONS LISTED BELOW.
 - FABRIC SHALL BE POLYETHYLENE MATERIAL.
 - THE FABRIC SHALL ACHIEVE AN ULTIMATE TENSILE CAPACITY WHEN TESTED PER ASTM D-5034 IN THE:
 - WARP DIRECTION OF 100 LBS PER INCH AT 66% MAX ELONGATION.
 - FILL DIRECTION OF 50 LBS PER INCH AT 33% MAX ELONGATION.
 - ACROSS THE SEAM OF STITCHING OF 80 LBS PER INCH AT 80% MAX ELONGATION
 - THE FABRIC SHALL RETAIN 80% OF ITS TENSILE AND TEARING STRENGTH AFTER ULTRAVIOLET EXPOSURE PER ASTM G53 USING A 313 NM LIGHT SOURCE FOR 500 HOURS WHILE MOISTENED FOR 1 HOUR EVERY 12 HOURS.
 - THE FABRIC SHALL REQUIRE ANNUAL INSPECTION AND MAINTENANCE. FABRIC SAMPLES OF THE SAME MATERIAL WHICH ARE MAINTAINED AT THE PROJECT SITE SHALL BE TESTED TO BE IN COMPLIANCE WITH ASTM D5034 AND D2261. THE ANNUAL TESTING ON THE APPROVED PLANS SHALL BE COMPARED TO THE FABRIC SPECIFICATIONS INDICATED ABOVE. THE FABRIC SHALL BE REPLACED WHEN THE TEST RESULTS RETURN LESS THAN 50% OF THE ULTIMATE VALUES NOTED ABOVE.
 - IT IS RECOMMENDED THAT THE FABRIC TOP SHALL BE REMOVED PRIOR TO A NATURAL EVENT WHERE THE SNOW AND WIND LOADS EXCEED UNDER "DESIGN INFORMATION".
 - A VISUAL INSPECTION LOOKING FOR TEAR AND ABNORMAL WEAR IN FABRIC MATERIAL AND THREAD IS REQUIRED PRIOR TO RE-INSTALLATION. SHADE STRUCTURE MANUFACTURER SHALL BE NOTIFIED IF SIGNIFICANT DAMAGE IS PRESENT BEFORE RE-INSTALLATION.
 - FABRIC MEMBRANES SHALL CONFORM TO FIRE PROPAGATION PERFORMANCE CRITERIA OF NFPA 701, OR HAVE A FLAME SPREAD INDEX NOT GREATER THAN 25 WHEN TESTED IN ACCORDANCE WITH ASTM E 84.

REVISIONS LOG							
Rev	Description	Date	By	Rev	Description	Date	By
1	Initial Design	02/01/24	TM	1	Initial Design	02/01/24	TM
2	Revised Design	02/01/24	TM	2	Revised Design	02/01/24	TM
3	Final Design	02/01/24	TM	3	Final Design	02/01/24	TM
4	Revised Design	02/01/24	TM	4	Revised Design	02/01/24	TM
5	Final Design	02/01/24	TM	5	Final Design	02/01/24	TM
6	Revised Design	02/01/24	TM	6	Revised Design	02/01/24	TM
7	Final Design	02/01/24	TM	7	Final Design	02/01/24	TM
8	Revised Design	02/01/24	TM	8	Revised Design	02/01/24	TM
9	Final Design	02/01/24	TM	9	Final Design	02/01/24	TM
10	Revised Design	02/01/24	TM	10	Revised Design	02/01/24	TM
11	Final Design	02/01/24	TM	11	Final Design	02/01/24	TM
12	Revised Design	02/01/24	TM	12	Revised Design	02/01/24	TM
13	Final Design	02/01/24	TM	13	Final Design	02/01/24	TM
14	Revised Design	02/01/24	TM	14	Revised Design	02/01/24	TM
15	Final Design	02/01/24	TM	15	Final Design	02/01/24	TM
16	Revised Design	02/01/24	TM	16	Revised Design	02/01/24	TM
17	Final Design	02/01/24	TM	17	Final Design	02/01/24	TM
18	Revised Design	02/01/24	TM	18	Revised Design	02/01/24	TM
19	Final Design	02/01/24	TM	19	Final Design	02/01/24	TM
20	Revised Design	02/01/24	TM	20	Revised Design	02/01/24	TM
21	Final Design	02/01/24	TM	21	Final Design	02/01/24	TM
22	Revised Design	02/01/24	TM	22	Revised Design	02/01/24	TM
23	Final Design	02/01/24	TM	23	Final Design	02/01/24	TM
24	Revised Design	02/01/24	TM	24	Revised Design	02/01/24	TM
25	Final Design	02/01/24	TM	25	Final Design	02/01/24	TM
26	Revised Design	02/01/24	TM	26	Revised Design	02/01/24	TM
27	Final Design	02/01/24	TM	27	Final Design	02/01/24	TM
28	Revised Design	02/01/24	TM	28	Revised Design	02/01/24	TM
29	Final Design	02/01/24	TM	29	Final Design	02/01/24	TM
30	Revised Design	02/01/24	TM	30	Revised Design	02/01/24	TM
31	Final Design	02/01/24	TM	31	Final Design	02/01/24	TM
32	Revised Design	02/01/24	TM	32	Revised Design	02/01/24	TM
33	Final Design	02/01/24	TM	33	Final Design	02/01/24	TM
34	Revised Design	02/01/24	TM	34	Revised Design	02/01/24	TM
35	Final Design	02/01/24	TM	35	Final Design	02/01/24	TM
36	Revised Design	02/01/24	TM	36	Revised Design	02/01/24	TM
37	Final Design	02/01/24	TM	37	Final Design	02/01/24	TM
38	Revised Design	02/01/24	TM	38	Revised Design	02/01/24	TM
39	Final Design	02/01/24	TM	39	Final Design	02/01/24	TM
40	Revised Design	02/01/24	TM	40	Revised Design	02/01/24	TM
41	Final Design	02/01/24	TM	41	Final Design	02/01/24	TM
42	Revised Design	02/01/24	TM	42	Revised Design	02/01/24	TM
43	Final Design	02/01/24	TM	43	Final Design	02/01/24	TM
44	Revised Design	02/01/24	TM	44	Revised Design	02/01/24	TM
45	Final Design	02/01/24	TM	45	Final Design	02/01/24	TM
46	Revised Design	02/01/24	TM	46	Revised Design	02/01/24	TM
47	Final Design	02/01/24	TM	47	Final Design	02/01/24	TM
48	Revised Design	02/01/24	TM	48	Revised Design	02/01/24	TM
49	Final Design	02/01/24	TM	49	Final Design	02/01/24	TM
50	Revised Design	02/01/24	TM	50	Revised Design	02/01/24	TM
51	Final Design	02/01/24	TM	51	Final Design	02/01/24	TM
52	Revised Design	02/01/24	TM	52	Revised Design	02/01/24	TM
53	Final Design	02/01/24	TM	53	Final Design	02/01/24	TM
54	Revised Design	02/01/24	TM	54	Revised Design	02/01/24	TM
55	Final Design	02/01/24	TM	55	Final Design	02/01/24	TM
56	Revised Design	02/01/24	TM	56	Revised Design	02/01/24	TM
57	Final Design	02/01/24	TM	57	Final Design	02/01/24	TM
58	Revised Design	02/01/24	TM	58	Revised Design	02/01/24	TM
59	Final Design	02/01/24	TM	59	Final Design	02/01/24	TM
60	Revised Design	02/01/24	TM	60	Revised Design	02/01/24	TM
61	Final Design	02/01/24	TM	61	Final Design	02/01/24	TM
62	Revised Design	02/01/24	TM	62	Revised Design	02/01/24	TM
63	Final Design	02/01/24	TM	63	Final Design	02/01/24	TM
64	Revised Design	02/01/24	TM	64	Revised Design	02/01/24	TM
65	Final Design	02/01/24	TM	65	Final Design	02/01/24	TM
66	Revised Design	02/01/24	TM	66	Revised Design	02/01/24	TM
67	Final Design	02/01/24	TM	67	Final Design	02/01/24	TM
68	Revised Design	02/01/24	TM	68	Revised Design	02/01/24	TM
69	Final Design	02/01/24	TM	69	Final Design	02/01/24	TM
70	Revised Design	02/01/24	TM	70	Revised Design	02/01/24	TM
71	Final Design	02/01/24	TM	71	Final Design	02/01/24	TM
72	Revised Design	02/01/24	TM	72	Revised Design	02/01/24	TM
73	Final Design	02/01/24	TM	73	Final Design	02/01/24	TM
74	Revised Design	02/01/24	TM	74	Revised Design	02/01/24	TM
75	Final Design	02/01/24	TM	75	Final Design	02/01/24	TM
76	Revised Design	02/01/24	TM	76	Revised Design	02/01/24	TM
77	Final Design	02/01/24	TM	77	Final Design	02/01/24	TM
78	Revised Design	02/01/24	TM	78	Revised Design	02/01/24	TM
79	Final Design	02/01/24	TM	79	Final Design	02/01/24	TM
80	Revised Design	02/01/24	TM	80	Revised Design	02/01/24	TM
81	Final Design	02/01/24	TM	81	Final Design	02/01/24	TM
82	Revised Design	02/01/24	TM	82	Revised Design	02/01/24	TM
83	Final Design	02/01/24	TM	83	Final Design	02/01/24	TM
84	Revised Design	02/01/24	TM	84	Revised Design	02/01/24	TM
85	Final Design	02/01/24	TM	85	Final Design	02/01/24	TM
86	Revised Design	02/01/24	TM	86	Revised Design	02/01/24	TM
87	Final Design	02/01/24	TM	87	Final Design	02/01/24	TM
88	Revised Design	02/01/24	TM	88	Revised Design	02/01/24	TM
89	Final Design	02/01/24	TM	89	Final Design	02/01/24	TM
90	Revised Design	02/01/24	TM	90	Revised Design	02/01/24	TM
91	Final Design	02/01/24	TM	91	Final Design	02/01/24	TM
92	Revised Design	02/01/24	TM	92	Revised Design	02/01/24	TM
93	Final Design	02/01/24	TM	93	Final Design	02/01/24	TM
94	Revised Design	02/01/24	TM	94	Revised Design	02/01/24	TM
95	Final Design	02/01/24	TM	95	Final Design	02/01/24	TM
96	Revised Design	02/01/24	TM	96	Revised Design	02/01/24	TM
97	Final Design	02/01/24	TM	97	Final Design	02/01/24	TM
98	Revised Design	02/01/24	TM	98	Revised Design	02/01/24	TM
99	Final Design	02/01/24	TM	99	Final Design	02/01/24	TM
100	Revised Design	02/01/24	TM	100	Revised Design	02/01/24	TM

skyways
by landscape structures



Skyways

by Landscape Structures Inc.
8131 Forney Rd.
Dallas TX, 75227
playlsi.com

Stamp:

Project Info:

Triangle Sail

Mike Rylko
Community Park

951 McHenry Rd.
Buffalo Grove, IL, 60089

Project No:

SO-01003700

Sheet title

General Notes

Sheet Size:

'D' 34"x22"

Reference Scale:



Revisions

Rev	Revision	Date	By
1	For Approval	02/01/24	DG
2		/ /	DG
3			
4			
5			

02/01/24

DG

TM

TM

TM

TM

TM

TM

TM

TM

TM

TM

TM

TM

TM

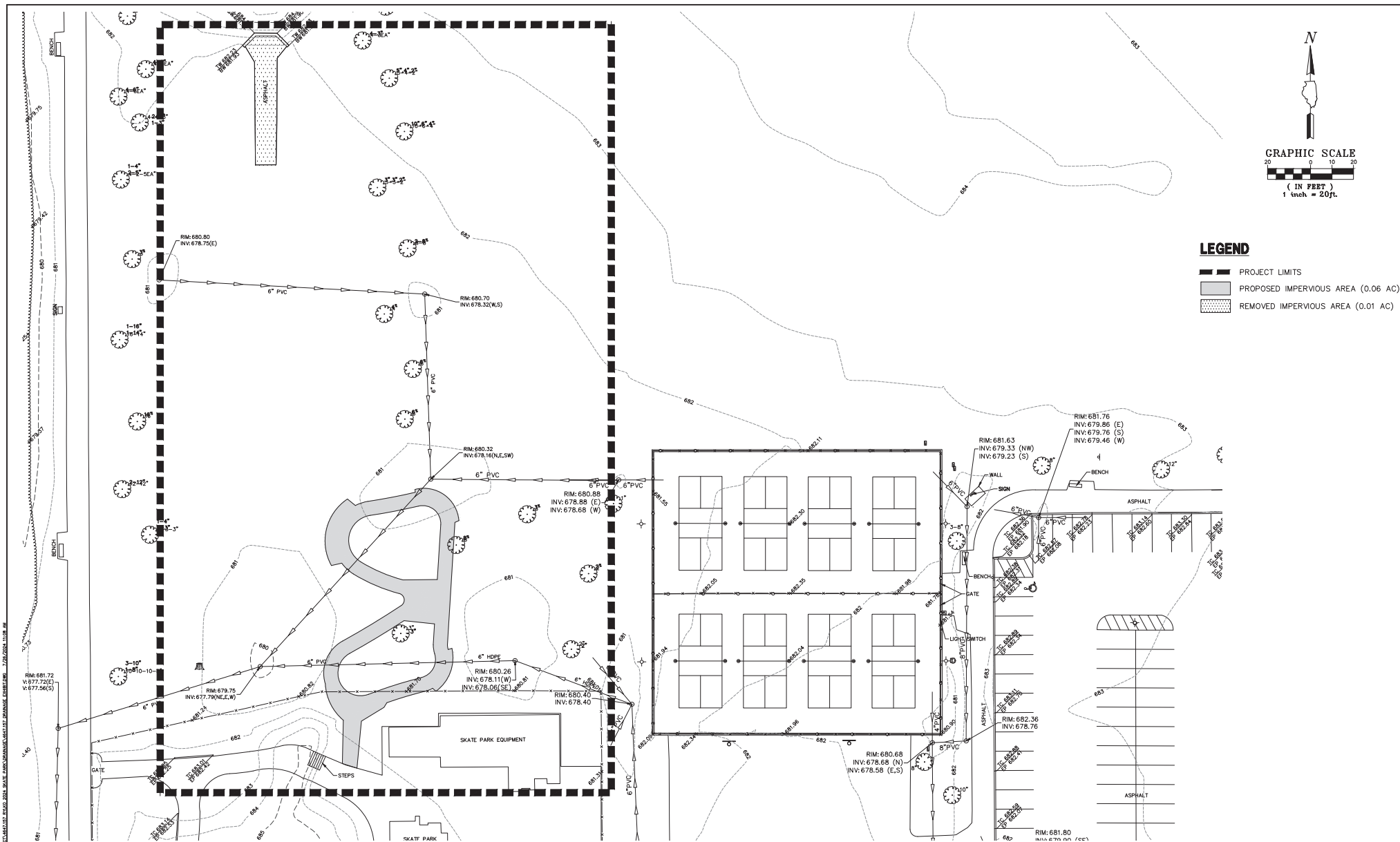
TM

TM

TM

TM

TM



GHA GEWALT HAMILTON ASSOCIATES, INC.

625 Forest Edge Drive ■ Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE

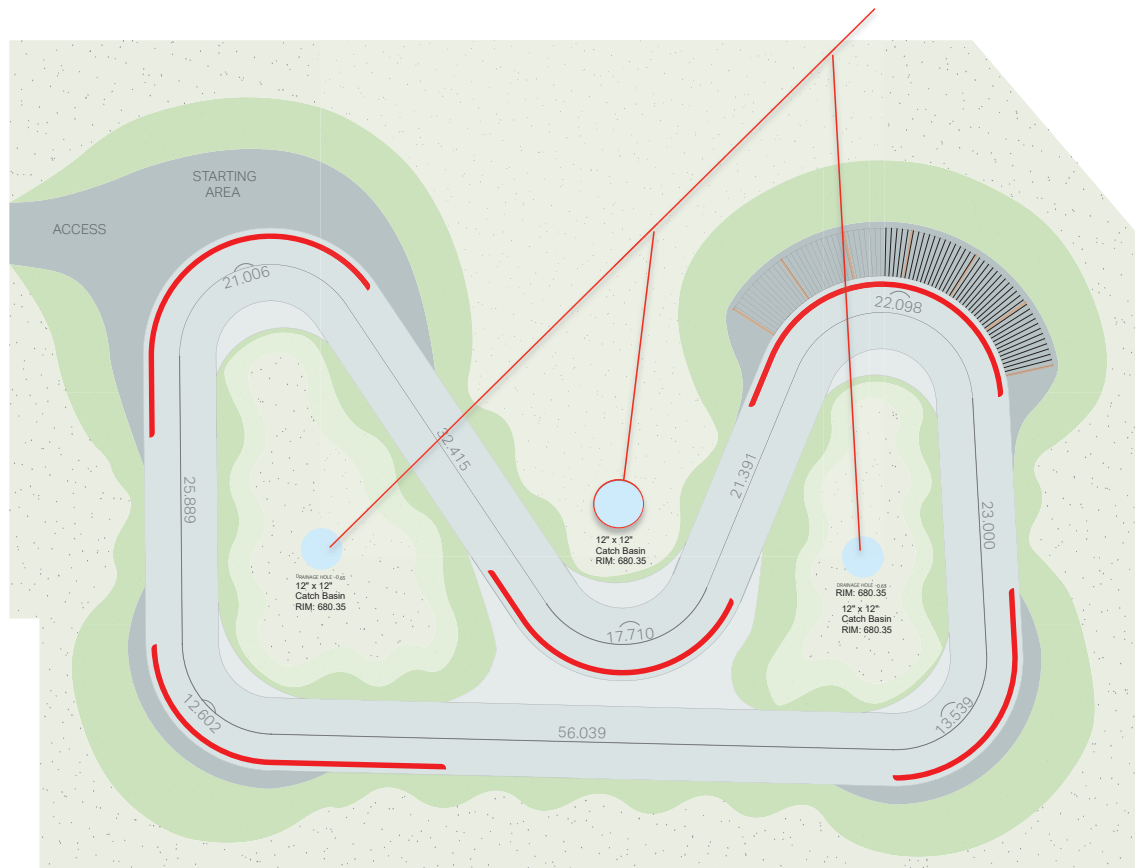
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

DRAINAGE EXHIBIT
RYLKO 2024 SKATE PARK
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE, ILLINOIS

NO.	BY	DATE	REVISION	NO.	BY	DATE	REVISION

FILE: 4647.157 DRAINAGE EXHIBIT.dwg	SHEET NUMBER
DRAWN BY: KGD	1
DATE: 07-26-24	4647.157
CHECKED BY: TAR	SCALE: 1"=20'
DATE: 07-26-24	OF 1 SHEETS



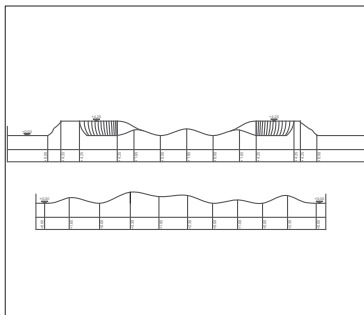


Legend:

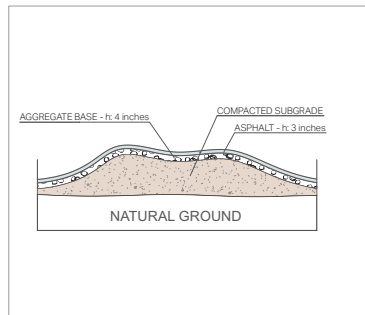
- Total area
- Slopes
- Pump Track
- Platforms
- Connections
- Safety line
- Drainage hole
- Access path
- Wallride
- 6" Drainage Pipe

Specification:

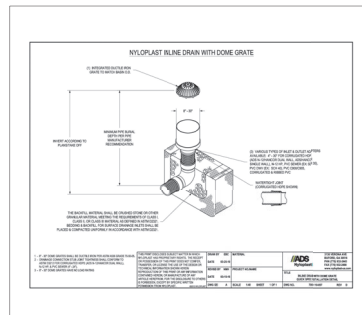
Total Area:	7,455 sq ft
Asphalt Surface:	2,674 sq ft
Green Area:	4,781 sq ft
Pump Track Length:	246 ft
Jump Track Length:	0 ft
Safety Line Length (Total):	155 ft
Number of Drainage Holes:	3



TYP. X-SECTION DETAILS



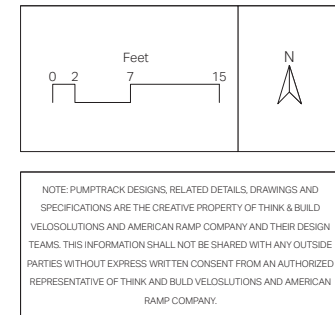
TYP. DETAIL - MATERIALS



PIPED DRAINAGE



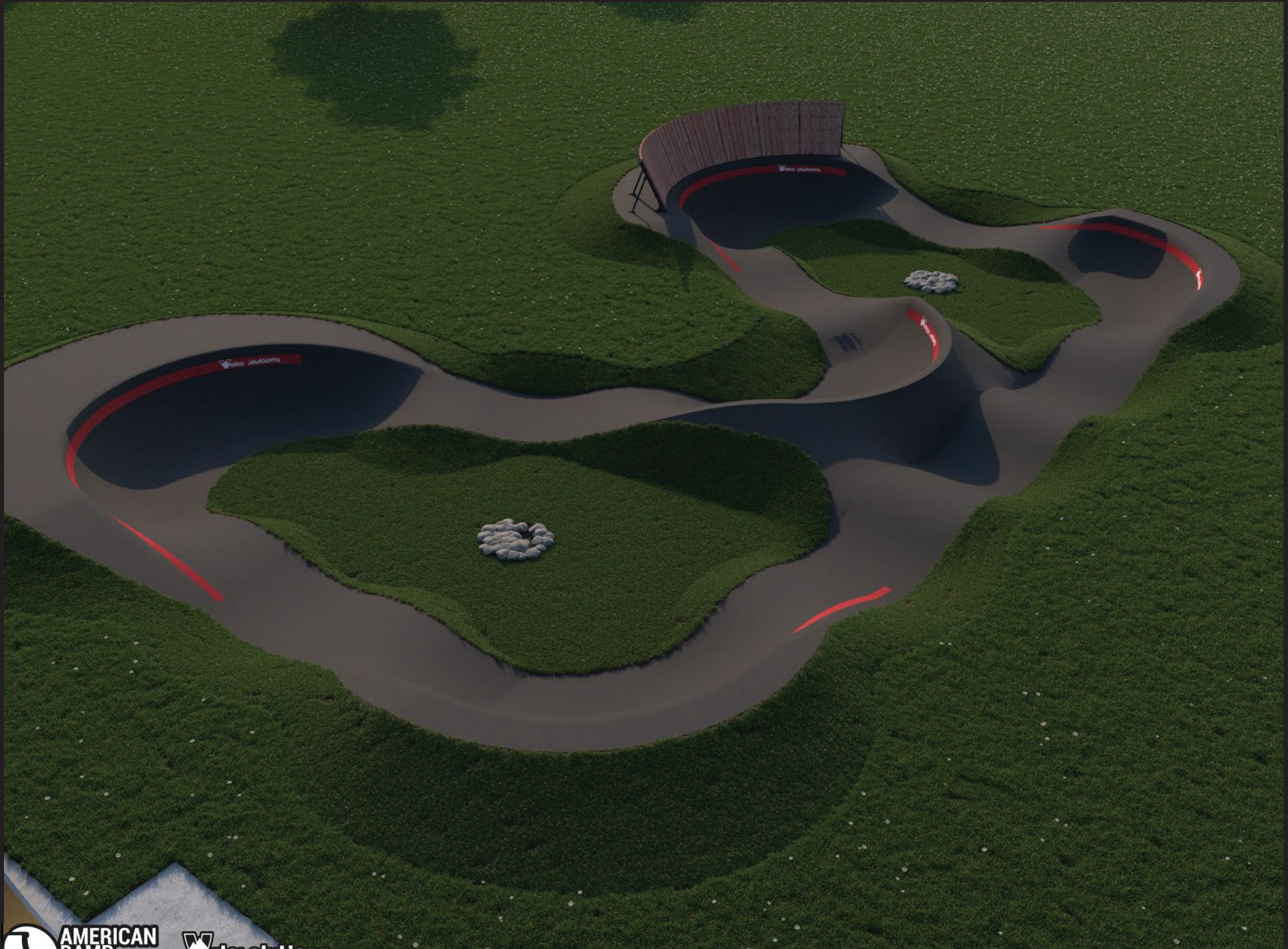
SITUATIONPLAN



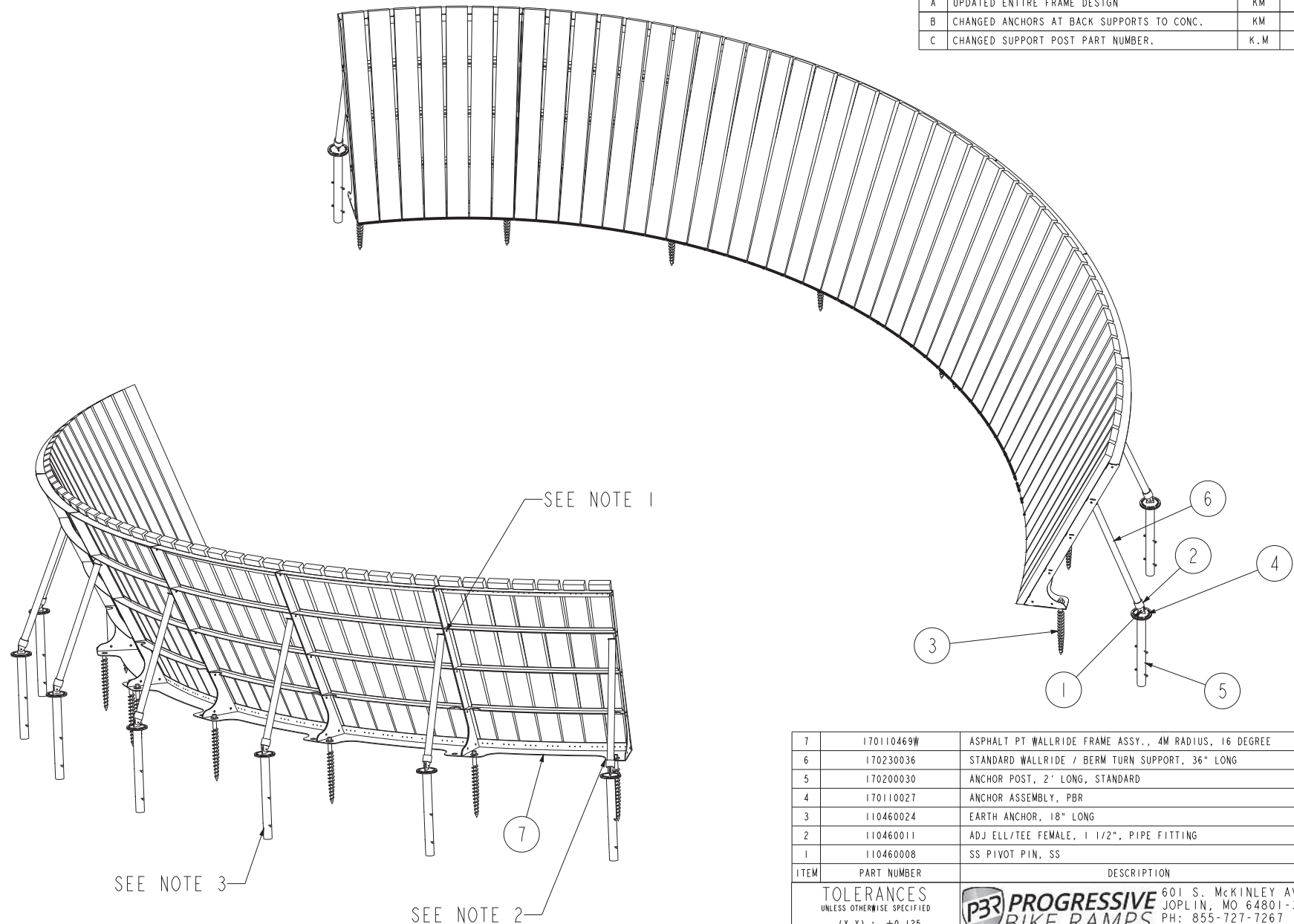
Buffalo Grove, IL - Pumptrack

SITE ADDRESS	Project ID#	DATE	Client:
1000 N Buffalo Grove Rd. Buffalo Grove, IL 60089	ID# 23041864	08-12-2023	Buffalo Grove, IL
	Track Design:	Tech. Drawer:	
	Claudio Caluori	Amedeo Gadotti	



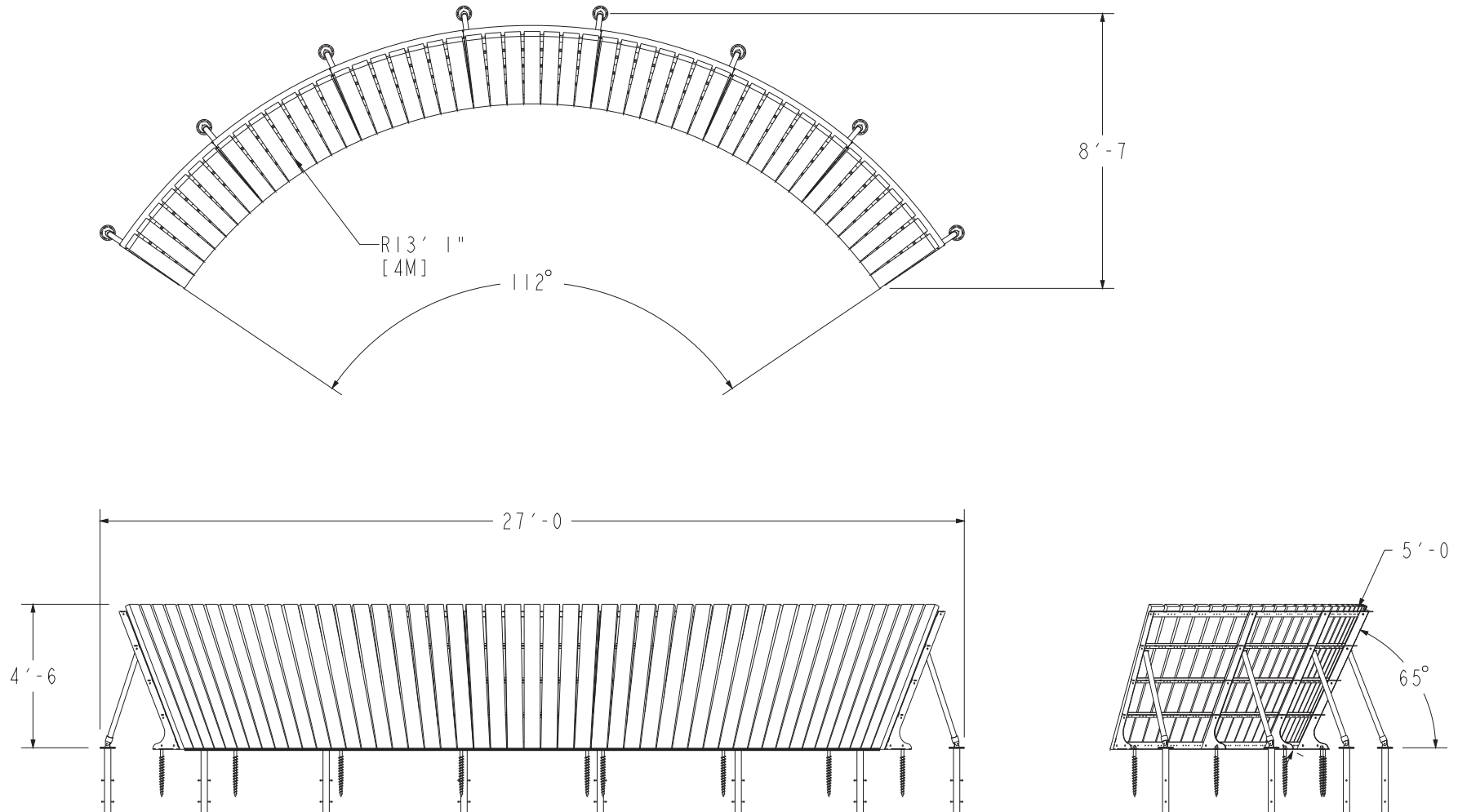


REVISION HISTORY			
REV	DESCRIPTION	REVISED	DATE
A	UPDATED ENTIRE FRAME DESIGN	KM	7-28-22
B	CHANGED ANCHORS AT BACK SUPPORTS TO CONC.	KM	10-6-22
C	CHANGED SUPPORT POST PART NUMBER.	K.M	2-22-24



- NOTES:
1. USE 1-1/4" LONG FASTENERS AT ALL INSIDE SUPPORTS AND AT CONCRETE ANCHORS
 2. ONE EARTH ANCHOR PER FREAME EXCEPT FOR BOTH OUTER FRAMES WILL USE 2
 3. USE CONCRETE FORMING TUBE FOR EACH REAR SUPPORT

7	170110469W	ASPHALT PT WALLRIDE FRAME ASSY., 4M RADIUS, 16 DEGREE	7
6	170230036	STANDARD WALLRIDE / BERM TURN SUPPORT, 36" LONG	8
5	170200030	ANCHOR POST, 2' LONG, STANDARD	8
4	170110027	ANCHOR ASSEMBLY, PBR	8
3	110460024	EARTH ANCHOR, 18" LONG	9
2	110460011	ADJ ELL/TEE FEMALE, 1 1/2", PIPE FITTING	8
1	110460008	SS PIVOT PIN, SS	8
ITEM	PART NUMBER	DESCRIPTION	QTY
TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°			
DIMENSIONS ARE IN INCHES DRAWN BY: K.MEIER 7-15-22 RELEASE LEVEL		PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 www.progressivebikeramps.com	REVISION LEVEL C MASS (POUNDS) 1293
Design		ASPHALT PT WALLRIDE 4M RADIUS, 105 DEGREES DNG NO. APT-41053	SHEET 1 OF 2
DO NOT SCALE THIS PRINT			



TOLERANCES UNLESS OTHERWISE SPECIFIED (X.X) : ±0.125 (X.XX) : ±0.060 (X.XXX) : ±0.030 ANGULAR : ±1.0°		PROGRESSIVE BIKE RAMPS 601 S. MCKINLEY AVE. JOPLIN, MO 64801-3220 PH: 855-727-7267 WWW.PROGRESSIVEBIKERAMPS.COM	
DIMENSIONS ARE IN INCHES DRAWN BY : K. MEIER 7-15-22 RELEASE LEVEL		PROPRIETARY THIS DOCUMENT CONTAINS PROPRIETARY DATA BELONGING TO PROGRESSIVE BIKE RAMPS. IT IS NOT TO BE COPIED OR DISTRIBUTED TO ANYONE WITHOUT WRITTEN PERMISSION.	REVISION LEVEL C MASS (POUNDS) 1293
Design		ASPHALT PT WALLRIDE 4M RADIUS, 105 DEGREES DWG NO. APT-41053	DO NOT SCALE THIS PRINT SHEET 2 OF 2



During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
Response: Yes, the site is currently being used as a public park for the benefit of the residents of the neighborhood. The proposed project maintains that use and updates the existing conditions for future longevity. The decision to add the pump track to the existing skate park was based on community feedback received in 2023. Adding the pump track to the skate park allows residents and visitors who do not skateboard to utilize the space. The proposed shade structure defines the outdoor space adjacent to the Nature Classroom to create a dynamic focal point for small presentations or musical performances while protecting from the sun and rain.
2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;
Response: Yes, both of these improvements are within the existing boundaries of Mike Rylko Community Park.
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;
Response: Yes, the site is currently being used as a public park for the benefit of the residents of the neighborhood. The proposed project maintains that use and updates the existing conditions for future longevity
4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;
Response: The structures associated with these uses will not impede, substantially hinder, or discourage the development and use of adjacent land and buildings in accordance with the zoning district within which they lie.
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;
Response: Yes, adequate utilities, access roads, and drainage have been or will be provided.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Response: The proposed special use does not affect the existing parking layout of Mike Rylko Community Park.

During your testimony at the Public Hearing, you need to testify and present your case for the variance being requested. During your testimony, you need to address the three (3) Variation Standards listed below:

Criteria for Zoning Variation.

- A. The regulations of this Title shall not be varied unless findings of fact are made based upon evidence presented at the hearing that:
1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

Response: The addition of the pump track to the skate park area will open it up for use to residents and visitors who prefer bikes and/or scooters to skateboards. The addition of the shade structure will improve the user experience for visitors to the Nature Classroom and provide additional space to improve program offerings.

2. The plight of the owner is due to unique circumstances;

Response: The amenities in the park are outdated, the proposed variations will help modernize and keep the park current for continued and improved use.

3. The proposed variation will not alter the essential character of the neighborhood

Response: The park and its current amenities remain intact; the proposed variation enhances what is already there.

**Stormwater Management Narrative
Rylko Park Skate Park Pump Track Addition
Buffalo Grove, Illinois
July 26, 2024**

The following is a summary report of the stormwater management improvements proposed in conjunction with the skate park pump track addition at Rylko Park, located at 1000 N Buffalo Grove Road in the Village of Buffalo Grove, Illinois. The proposed improvements are in compliance with the stormwater requirements of the Village of Buffalo Grove and Lake County Watershed Development Ordinance (LCWDO).

Overview of Site and Past Developments

The project site is located at the northeast corner of the 75.4-acre park near the southwest intersection of Deerfield Parkway and North Buffalo Grove Road. The project site is located outside of the floodplain and wetlands surrounding Farrington Ditch. The existing site contains a skate park, a hockey court, basketball courts, pickleball courts, a soccer field, a parking lot, and pathways. In 1998, LCSMC permitted the west site improvements of the park under WDP #C94-06-053a. The WDP permit outlines storm water management design data for the entire park site. Per this permit, there was 0.2804 acre-feet of excess floodplain and detention storage volume for the park.

The northeast park improvements in 2018 deducted 0.019 acre-feet of storage from the 0.2804 acre-feet of excess storage with the removal of the sand volleyball courts and installation of eight pickleball courts. This leaves 0.2614 acre-feet of remaining excess floodplain and detention storage volume for the park.

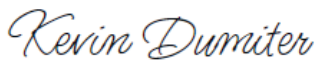
Proposed Condition and Stormwater Management

The 2024 proposed development includes removing the existing pitch wall and replacing it with lawn and installing a new skate park pump track north of the existing skate park. The new impervious area for the proposed park has increased by 0.05 acres. The impervious area coverage within the existing conditions of the northeast site based on available site topography has been reviewed. Below is a table that compares the impervious and pervious coverage of the design data from WDP #C94-06-053a, the existing conditions, and the proposed conditions.

Impervious and Pervious Coverage at Northeast Site			
	Total	Impervious	Pervious
Design Data from WDP #C94-06-053a	10.50 Ac	3.32 Ac	7.18 Ac
2024 Existing Conditions	10.50 Ac	3.03 Ac	7.47 Ac
2024 Proposed Conditions	10.50 Ac	3.08 Ac	7.42 Ac

Based on the table, there is 0.24 acre of remaining impervious coverage for other future developments before additional detention storage is required. Per the attached Floodplain Plan from WDP #C94-06-053, the base flood elevation (BFE) at the inline skating rink is 691.38 in the NGVD 29 datum, which translates to 681.11 in the NAVD 88 datum. The existing 0.2614 acre-feet of storage volume available in the park as indicated earlier stays the same with the proposed 2021 park improvements.

This narrative is prepared by:
Gewalt Hamilton Associates, Inc.



Kevin Dumiter
Civil Engineer Intern



Thomas A. Ryhlik, P.E.
Senior Engineer

Enclosed: Rylko 2024 Skate Park, Floodplain Plan from WDP #94-06-053, and Park Site Drainage Plan from WDP #C94-06-053a

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, SEPTEMBER 4, 2024**

CALL TO ORDER

Acting Chairperson Richards called the meeting to order at 7:30 PM.

Roll call indicated the following were present: PZC Vice Chairperson Richards, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Spunt, PZC Commissioner Saxena.

Also present were: Trustee Liaison Weidenfeld, Village Attorney Patrick Brankin, Deputy Community Development Director Kelly Purvis, Associate Planner Andrew Binder.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Variation from Section 14.20 of the Village's Sign Code to install an electronic message board sign at 450 McHenry Road (Culver's).

Associate Planner Binder provided an overview of the request and background on the property. He noted that staff is recommending approval of the request.

The petitioner, Trey Watts from Springfield Sign, on behalf of the property owner, was sworn in.

Mr. Watts indicated that the proposed signage is the brand standard for Culver's. He noted that all of the graphics will be specific to our Village Code; this is set up through corporate and not left up to local franchisees.

Mr. Watts noted that he can answer any technical questions that the Commission may have.

Com. Moodhe asked if the brick base would be changed.

Mr. Watts indicated that the structure/base will remain the same.

Com. Moodhe asked about the reduction in signage.

Binder explained how the sign area is calculated.

Com. Saxena asked what the electronic signage would be used for.

Mr. Watts indicated that the custard flavor of the day would be shown, and any seasonal specials. Local operators might also advertise an event.

Com. Saxena asked about other electronic signs in the Village.

Binder showed an exhibit and indicated that there are other electronic signs in the

Village, and precedent for granting such requests.

Com. Au asked about ongoing maintenance of the sign and what would happen when some of the lights go out.

Mr. Watts replied that if there were any lights that went out, they could be repaired within 24 hours as suppliers are local.

Com. Moodhe asked about the light output from the signs.

Mr. Watts indicated that during the day it would be brighter and at nighttime, the illumination level will dim automatically.

Com. Moodhe made a motion to recommend approval of the variation to Title 14 (Sign Code), Section 14.20.070 of the Village of Buffalo Grove Municipal Code to allow an electronic message board sign for Culver's located at 450 McHenry Road, subject to the following conditions:

1. The ground sign shall be modified in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Spunt spoke in favor. He indicated that he has seen a few of these types of signs around town, and they look good.

Com. Moodhe stated that the new technology for these signs makes them much more palatable. He noted he has no problem with the request.

Acting Chairperson Richards stated that the proposed sign is keeping the same size and base structure, it will make the sign modern and current and that it is an improvement.

Moved by Adam Moodhe, seconded by Amy Au to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein

Motion declared Passed.

B. Consideration of an Amendment to the Preliminary Plan and Special Use approved pursuant to Ord. 95-26 and a Zoning Variation for the height of an accessory structure at 1000 Buffalo Grove Road (Mike Rylko Park).

Associate Planner Binder provided an overview of the project and the requests. He noted that staff is recommending approval of the requests.

Laurie Hoffman, petitioner on behalf of the Park District was sworn in.

Mrs. Hoffman indicated that only one of the three posts on the shade structure is higher than the 15-foot limitation, for which the variation is requested.

Com. Moodhe asked how the height of the shade structure compares to the height of the nature classroom.

Mrs. Hoffman noted that the shade structure will not be taller than the nature classroom.

Com. Saxena asked about the use for the pump track.

Mrs. Hoffman noted that other users besides skateboarders and in-line skaters, such as cyclists, would use the pump track.

Com. Moodhe asked about the material.

Mrs. Hoffman replied that asphalt would be used.

Comment from the public:

Steven Lee noted that since his family moved into the neighborhood, BG Days has been moved to Rylko Park. That has caused noise and light pollution. He stated that the pickleball courts came later and create activity all hours of the day. He noted that activities are not properly controlled for time of day use. Lee stated that there are more externalities for the neighbors near the park to bear. He stated that he would like to see a sound wall put up or the neighbors somehow compensated for these externalities.

The PZC recommends approval of an amendment to the preliminary plan, and Special Use approved pursuant to Ord. 95-26 and a zoning variation for the height of an accessory structure to allow the construction of a pump track and a new shade structure on the northeast corner of Mike Rylko Park, at 1000 Buffalo Grove Road, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Moodhe noted that this is a pretty large park and has been modified with pickleball. He stated that this particular project would not have much of an impact on the park.

Moved by Adam Moodhe, seconded by Sujat Saxena to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES:	5	Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena
NAYS:	0	None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Minutes

1. July 17, 2024, Draft Planning & Zoning Commission Meeting Minutes

Moved by Commissioner Au, seconded by Commission Spunt to approve the July 17, 2024 Planning and Zoning Commission minutes. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein
Motion declared passed.

C. Chairperson's Report

None

D. Committee and Liaison Reports

Acting Chairperson Richards provided an overview of the PZC items that were approved at the August 19th Village Board meeting.

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis provided an overview of upcoming agenda items for future meetings indicating that meetings will be held through October.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

ADJOURNMENT

The meeting was adjourned at 8:10pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 8.c. O-2024-087

Ordinance Approving a Sign Variation to Install an Electronic Message Board Sign at 450 McHenry Road

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance approving a sign variation to install an electronic message board sign at 450 McHenry Road.

Summary

See attached memorandum

Strategic Alignment

Guiding Principle

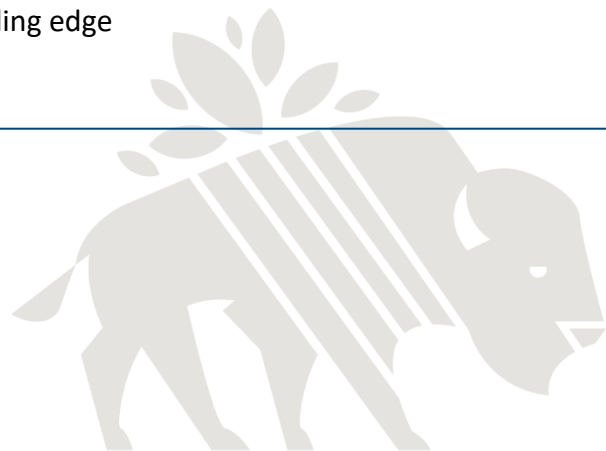
Principle 3: Plan and Invest in the Future

Goal

Goal 4: Vibrant and innovative community: leading edge

File Attachments

1. Memo - 450 McHenry Rd
2. Draft Ordinance - 450 McHenry Rd
3. Exhibit B. Plan Set
4. Exhibit C. Draft PZC Minutes Sept 4, 2024



DATE: September 4, 2024

TO: Village Manager Dane Bragg

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 450 McHenry Road - Culver's Electronic Message Board Sign

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of a variation to Title 14 (Sign Code), Section 14.20.070 of the Village of Buffalo Grove Municipal Code to allow an electronic message board sign for Culver's Restaurant located at 450 McHenry Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Culver's Restaurant is seeking a sign variation to install an electronic message board sign on the existing ground sign at 450 McHenry Road, as shown in Figure 1.

Culver's plans retain the monument base and replace the current sign face with new channel letters and adding an electronic message board, as shown in Figure 2. Culver's has indicated that this change is important to maintain its branding, public identity, marketing, and visual imaging. All electronic message board signs require a variation as outlined in the Village's Sign Code.

PLANNING & ZONING ANALYSIS

Electronic signs are becoming more commonplace and have been approved with other commercial properties in the community. The proposed sign meets the sign code requirement regarding signage size and setbacks.

Per Code requirements, electronic message board signs are not allowed to face a single-family zoned district or use. The proposed location of the electronic message board sign complies with this

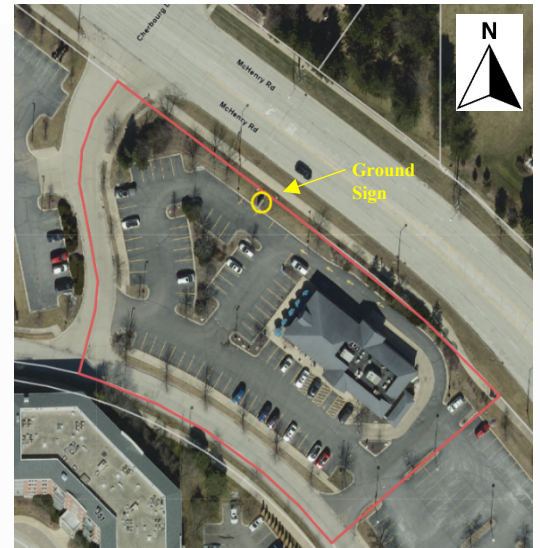


Figure 1: Subject Property with location of Ground Sign



Figure 2: Proposed Sign

requirement as it is positioned perpendicular to the residential district near the property.

The electronic message board sign will adhere to the standards set forth in the Sign Code requirements, including limitations on display and brightness. The existing landscaping around the ground sign will remain, as shown in Figure 3. No other changes to the site or its use are proposed with this request.

PUBLIC HEARING COMMENTS

There was one public comment received in advance of the public hearing, which expressed a concern related to light pollution. No additional concerns were expressed during the public hearing regarding this request.



Figure 3: Existing Ground Sign with landscaping

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Sign Code variation for Culver's Restaurant at 450 McHenry Road, subject to the following conditions:

1. The ground sign shall be modified in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.



ORDINANCE 2024-xxx

AN ORDINANCE GRANTING VARIATION FROM
THE BUFFALO GROVE SIGN CODE
TO ALLOW AN ELECTRONIC MESSAGE BOARD SIGN
AT 450 MCHENRY ROAD

Culver's Restaurant, 450 McHenry Road

WHEREAS the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the real property ("Property") is commonly known as 450 McHenry Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS Springfield Signs, on behalf of Culver's Restaurant, ("Petitioner") is seeking a variation from Section 14.20 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of installing an electronic message board sign on the existing ground sign at 450 McHenry Road; and

WHEREAS the Planning & Zoning Commission held a public hearing on September 4, 2024, concerning the Petition for the Sign Variation; and

WHEREAS the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for Sign Variations as set forth in the Buffalo Grove Sign Code, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 5-0 to recommend approval of the requested Sign Variation; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Sign Variation is in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code); and

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

WHEREAS, the proposed sign shall be constructed in accordance with and pursuant to the following exhibits:

- EXHIBIT A Legal Description of the Property
- EXHIBIT B Plan Set
- EXHIBIT C Draft Minutes from the Sept 4, 2024 Planning & Zoning Commission Meeting

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving a variation to Title 14 (Sign Code), Section 14.20.070 of the Village of Buffalo Grove Municipal Code to allow the installation of an electronic message board sign for Culver's Restaurant located at 450 McHenry Road, subject to the following conditions:

1. The ground sign shall be modified in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

SECTION 3. 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.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024
PUBLISHED: _____, 2024

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description
Culver's Restaurant
450 McHenry Road

SUBJECT PROPERTY COMMON ADDRESS: 450 McHenry Road

Lot 2 in Belmont Village – Buffalo Grove, Being a Subdivision of Part of the West Half of Section 33, Township 43 North, Range 11 East of the third principal meridian, according to the plat thereof recorded July 11, 2001, as document 4723588, in Lake County, Illinois.

PIN: 15-33-111-003

DRAFT

EXHIBIT B

Plan Set
Culver's Restaurant
450 McHenry Road

DRAFT

EXHIBIT C

Draft Minutes from September 4, 2024, Planning & Zoning Commission Meeting
Culver's Restaurant
450 McHenry Road

DRAFT

July 26, 2024

Village of Buffalo Grove, IL
Fifty Raupp Blvd.
Buffalo Grove, IL 60089

Culver's Restaurant
450 McHenry Rd.
Buffalo Grove, IL 60089

RE: EMC Variation Request

Culver's located at 450 McHenry Rd. would like to request a sign variation to update their existing freestanding monument sign by removing the existing Culver's sign cabinet and install their most update Brand Standard signage by adding a Culver's channel letter sign along with an electronic message center (EMC) that will provide a fresh new look.

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and

Response: Culver's is a nationally recognized restaurant, and with that comes Brand Standards consistencies. The Brand Standard format for Culver's is to be consistent with branding, public identity, public wayfinding, public safety, marketing, and visual imaging throughout the entire chain. Electronic message center (EMC) not only allow businesses to take advantage of technology available, but the dynamic output allows a business to be competitive in the marketplace. Culver's Brand Standard requires "Flavor of the Day" messaging. Color is relevant to any safety concerns as the world is full of color. Culver's request for the electronic message center (EMC) design will complement the modern look and feel of the physical building. Denial of this request will result in lack of branding, public identity, marketing, visual imaging, and providing public knowledge of their "Flavor of the Day".

2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and

Response: The granting of the requested variance would not be materially detrimental to the property owners in the vicinity. The variation request for the electronic message center (EMC) is no different than any other sign in the area and will be in harmony with the surrounding businesses.

3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and

Response: The unusual conditions applying to Culver's property do not apply generally to the other properties in the Village as Culver's conditions are specific to their Brand Standard requirements by offering "Flavor of the Day" messaging on their electronic message center.

4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.

Response: Our request is harmonious and does not interfere with the overall intent of the purpose of this Title pursuant to Section 14.04.020. Our request recognizes the need for adequate identification, advertising, and communication within the community that is structurally sound, well maintained, and attractive in appearance. Culver's will oblige to Section of the Code 14.20.070 Electronic Message Centers.

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:

1. The proposed signage is of particularly good design and in particularly good taste; and

Response: Culver's Brand Standard signs are modest in sizing and color. Culver's overall concept is to have an architecturally attractive appearance that will complement the modern look and the feel of the physical building.

2. The entire site has been or will be particularly well landscaped.

Response: Yes, the entire site will be well landscaped.

Electronic message center (EMC) are safer to our employees and are programmable to meet City requirements along with automatic dimming for day-time and night-time hours for public safety. Visual knowledge from the electronic message center (EMC) provides proper way finding and improves public safety to the public traveling along McHenry Rd. Images on an electronic message center (EMC) are a better communication tool than text for the following reasons:

- Pictures (graphics) are more universal allowing quicker comprehension of message (safer messaging).
- Picture (graphics) overcome language barriers (tourist or foreign nationals can better understand business function).
- Pictures overcome learning disabilities or education discrepancies and enhance the experience and comprehension of the message to those who otherwise may miss the message.
- A picture is worth a thousand words.
- Product/Consumer education is enhanced with pictures and graphics.

The requested variation is minimum and reasonable for use to our business. Granting our request would not be detrimental to the public's health, safety, and welfare. The general welfare of the community is better served when product and customer service messages are readily available.

We are respectfully asking for you to review our request, see our need, and approve our Conditional Use Permit.

Kind Regards,



SPRINGFIELD SIGN

design | build | install | service

ADDRESS

4825 E Kearney St
Springfield, MO 65803

CONTACT US

800.845.9927
springfieldsign.com

Lora Trent

Lora Trent
Springfield Sign
4825 E Kearney St.
Springfield, MO 65803
loram@springfieldsign.com
417-862-2454



Sign Code – Variation Standard

RESPONSE TO STANDARDS

During your testimony at the Public Hearing you need to testify and present your case for the variance being requested. During your testimony you need to affirmatively address the six (6) standards listed below.

The Planning & Zoning Commission is authorized to grant variations to the regulations of the Sign Code (Chapter 14.40) based upon findings of fact which are made based upon evidence presented at the hearing that:

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and

Response:

Please see attached

2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and

Response:

Please see attached

3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and

Response:

Please see attached

4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.

Response:

Please see attached

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:

1. The proposed signage is of particularly good design and in particularly good taste; and

Response:

Please see attached

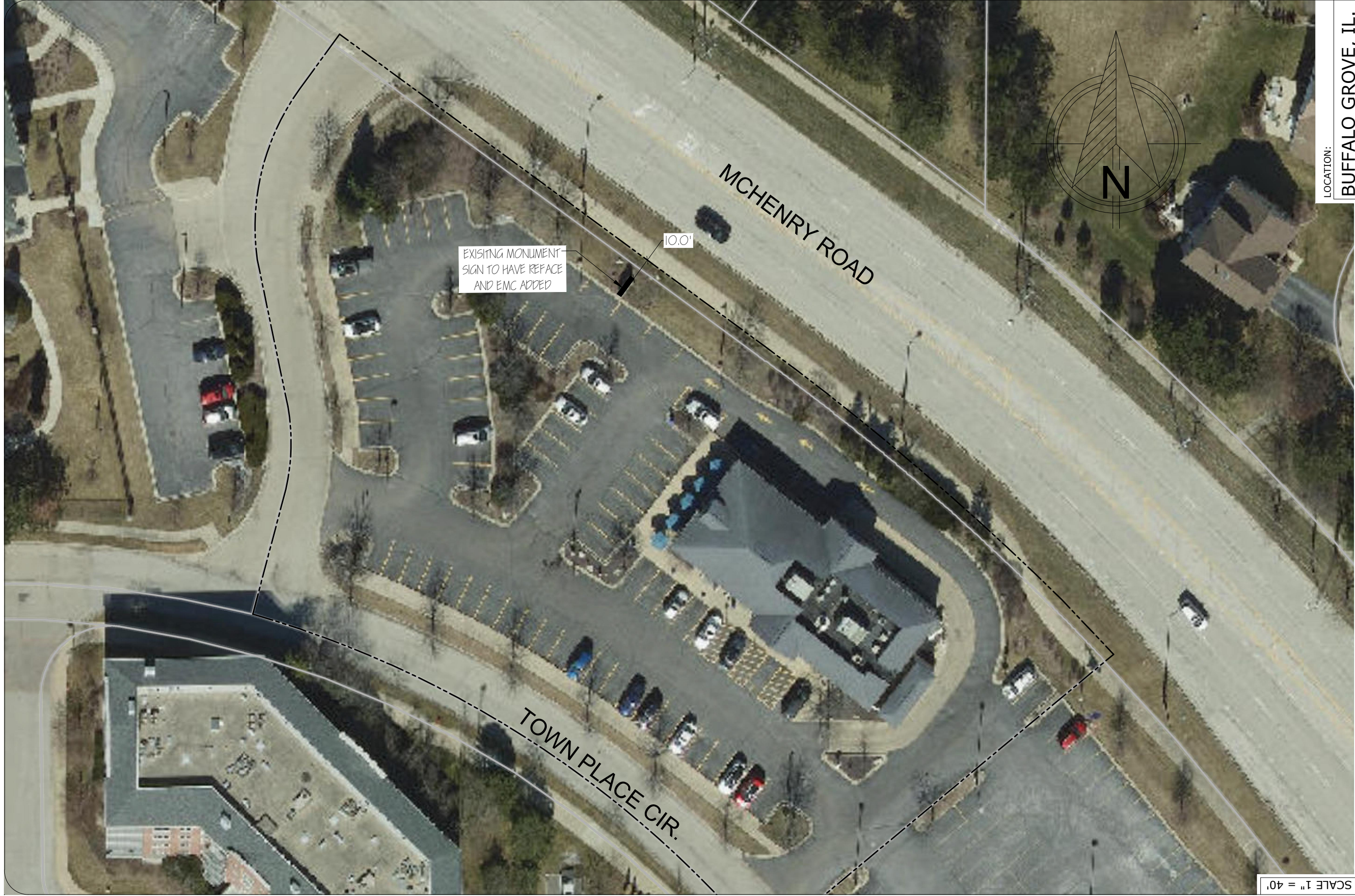
2. The entire site has been or will be particularly well landscaped.

Response:

Please see attached

Additional information can be found at the Village's Sign Code Regulations webpage:

https://library.municode.com/il/buffalo_grove/codes/code_of_ordinances?nodeId=TIT14SICO_CH14.40VAAP



SCALE 1" = 40'

LOCATION:

BUFFALO GROVE, IL.

**CULVER FRANCHISING SYSTEM, INC.
NEW CULVER'S-SIGNAGE
450 MCHENRY ROAD
BUFFALO GROVE, IL. 60089**

Client:
Culver Franchising System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Project Number: 54012
Drawn By: CLH
Reviewed By: MW
Date: 8-28-24

Sheet Number:
1 OF 1

SIGN PLACEMENT PLAN



SIGN PACKAGE PROPOSAL

RE-IMAGE

PRESENTED TO:

Culver's
450 McHenry Rd
Buffalo Grove, IL 60089

DATE PREPARED:

06/25/24 - Preliminary
8/1/24 - EMC Notes added

MONUMENT RE-IMAGE

BUFFALO GROVE, IL

Proposed Signage

MONUMENT

Culver's script channel letters are LED internally illuminated

Watchfire RGB full color Electronic Message Center (EMC) with RF wireless communication

Amber EMC option available

Broadband communication option available

UL marked product

NOTES:

1. Messages and Text.
 - Shall be limited to a display of on-premises activity only, plus date, time, temperature, and community event information.
 - Transition from one message to another shall be instantaneous, without movement or other transition effects between messages.
 - Text shall be uniform in color, appearance, and a maximum of 9.25 inch character text any one time.
 - Messages, including single and multiple lines of text, shall not change more frequently than once every 20 seconds.

2. Display and Brightness.
 - Signs shall not display any video, animation or moving pictures or simulate any movement or the optical illusion of movement of any part of the sign text, design or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity.
 - The Electronic message sign shall be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the Electronic message sign, at night or in overcast conditions, will be no more than forty percent of the daytime brightness level

SCOPE OF WORK

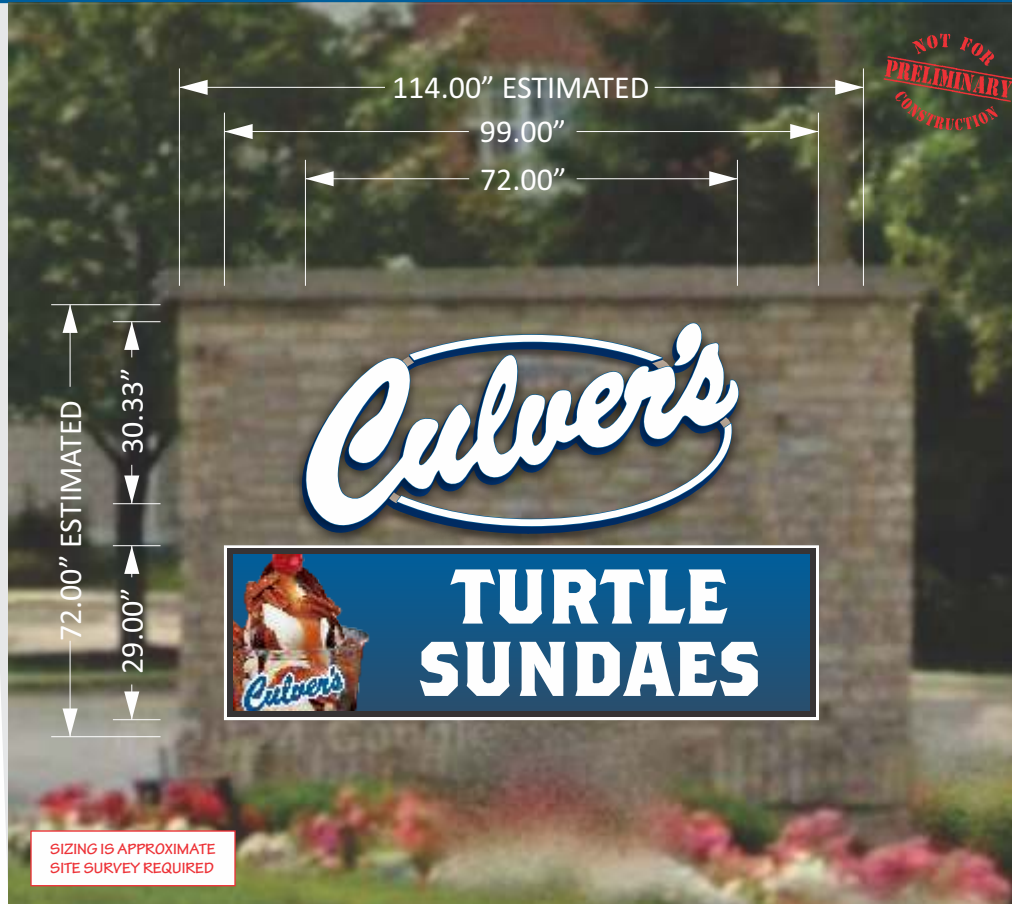
- REMOVE EXISTING CULVER'S OVAL CABINET
- INSTAL 2 NEW CULVER'S SL-17 SCRIPT CHANNEL LETTERS
- INSTAL 2 NEW WATCHFIRE FULL COLOR 10MM RGB 2'-5" X 8'-3" EMC CABINET

SITE SURVEY INFO

FIELD VERIFIED SURVEY EXISTING: **NO**
DATE SURVEY RECEIVED:

NOTES:

SL-17: 72" X 33.81" = 16.91 SF
EMC: 29" X 99" = 19.93 SF



SCALE: 3/8" = 1'

*SCALE AND COLORS NOT REPRESENTATIVE FROM EMAIL ATTACHMENTS
*ALL MEASUREMENTS ARE APPROXIMATE

NIGHT VIEW

SCALE: N.T.S.



EXISTING

SCALE: N.T.S.



DATE CREATED / REVISION HISTORY

6/25/24 - NEW
8/1/24 - EMC info

SALES PERSON:
MARK WESSELL

DESIGNED BY:
J KROEGER

AO:
54012

© 2019 Springfield Sign & Graphics Inc., Springfield Sign

This drawing is Copyrighted material, it remains the property of Springfield Sign & Graphics Inc. unless otherwise agreed upon in writing. It is unlawful to use this drawing for bidding purposes, nor can it be reproduced, copied or used in the production of a sign without written permission from Springfield Sign.

This is an artistic rendition and final colors / sizes may vary from that depicted herein.



ENVIRONMENTALLY RESPONSIBLE

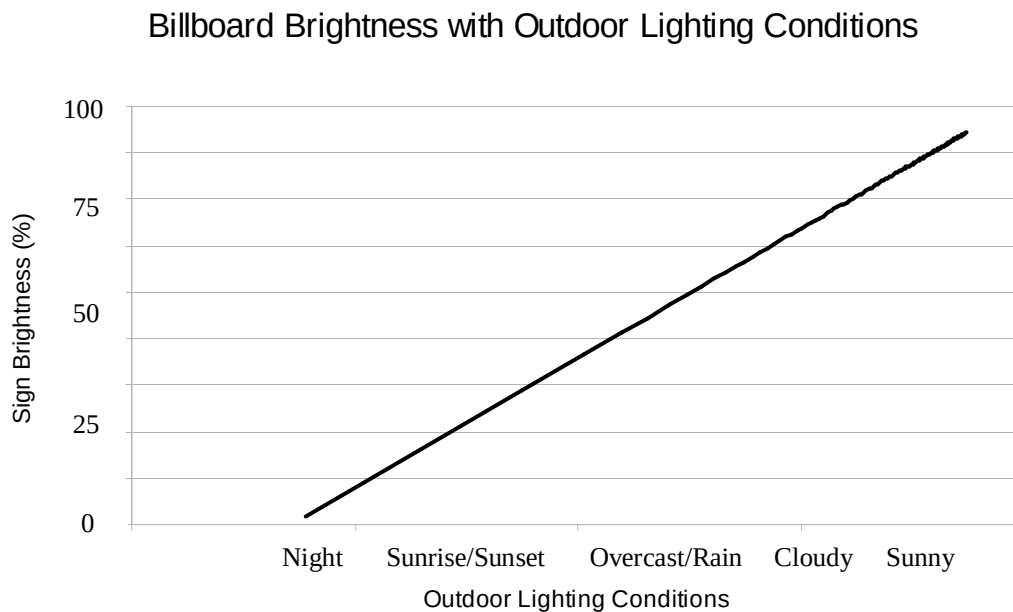


SPRINGFIELD SIGN

www.springfieldsign.com

PHOTOCELL FACT SHEET

Hardware photocell enables a Watchfire® sign to adjust sign brightness for the periodic change of outdoor ambient light: as the amount of outdoor light changes, the brightness of the sign changes. The relationship between ambient light and sign brightness is directly proportional. During periods of low ambient light, sign brightness will be low. Throughout phases of high ambient light, sign brightness will be high. Below is a chart showing the relationship between outdoor lighting conditions and sign brightness.



Looking at the graph above, 100% sign brightness translates to 7000-7500 NITs for Watchfire® Digital Outdoor signs. 100% sign brightness equates to 9000-10000 NITs for On Premise signs.

Watchfire® has designed its software to react gradually with the photocell; changes in sign brightness are based upon an average of photocell readings, not instantaneous values. This is extremely useful during periods of brief cloud cover. The sign will not dim as soon as a cloud passes overhead. Instead, the sign software will take an average of the overall lighting conditions outside and adjust the sign brightness against that average. In addition, there are 100 brightness levels in the photocell. This provides excellent reaction to the variation in outdoor ambient light.



Detailed Specification Sheet

10MM COLOR LED SIGN

Standard Watchfire Features

Application	Advertising and branding
Module type	Smart Module – fully self contained
LED encapsulation	Fully encapsulated
Compliance information	UL48, CUL48; FCC Class A compliant
Environmental rating	IP 65 per face
Ventilation	5" cabinet: front ventilation; 8" cabinet: cross-ventilation or rear ventilation (over 7' height)
Power	120 or 240 volt single phase 60Hz
Cabinet construction	Extruded aluminum, precision mitered solid weld corners
Cabinet depth	Front-vent signs - 5"/101.6mm; Cross-vent & rear-vent signs - 8"/203mm
Service access	Front or optional rear access
Software	Proprietary Ignite®; Integrates with digital signage players via Ignite live video option
Cabinet temperature rating	-40° F to +140° F (-40°C to +60°C)
Electronics temperature rating	-40° F to +185° F (-40°C to +85°C)
Thermal control	Automatic shut-down if temperature exceeds 140°F (60°C)
Color temperature	6500° Kelvin fixed
Dimming	Photocell, auto-adjustment from 1% - 100% brightness; Software backup
Electronic validation	Accurate proof of performance on XVS Signs
LED type	Nichia
Security	Security HASP & password protected
User interface	Web & stand alone PC application
Graphics compatibility	Import capability from most AVI sources; BMP, GIF, JPG and other graphic file types
Video compatibility	PAL, NTSC, Live Video capable on XVS
Video formats	With Ignite 11.3 or newer, most AVI & WMV formats; Options include component, VGA, DVI, HDMI
Weatherproofing	Tested to a continuous, 95°F (35°C), 7.2 ph salt fog
Windload rating	Complies with IBC 2006/2009 standards
Self-diagnostic monitoring & reporting	Advanced on-demand or automated diagnostics available

Technical Specifications

XVS Series

Model number	XVS 10mm
Pixel pitch	10.16mm (0.4")
Optimized pixel pitch	True 10mm
Pixel density per sq. ft.	900
Pixel density per sq. meter	9,687
LEDs per sq. ft.	2,700
LEDs per sq. meter	29,062
Pixel configuration	SMD 3-in-1
Max brightness	7,000 NITS
Matrix configuration	30 x 30 pixels
Module H x W	12" x 12"
Horizontal viewing angle	150°
Vertical viewing angle	+15°/-45°
Weight per module	5" cabinet - 3.95 lbs; 8" cabinet - 4.25 lbs
(Video) processing	Video frame grabber on live video option
Calibration	Whole-sign color calibration: color and brightness
Minimum viewing distance	28 ft
Live Video capable	Yes
Video frame rate	Up to 60 FPS
Color capability	73.78 quintillion
Character height	2.8" & larger

RE: Sign Question

Lora Trent <LoraM@springfieldsign.com>

Thu 8/1/2024 1:01 PM

To: Andrew Binder <ABinder@vbg.org>

Cc: Permits <Permits@vbg.org>

Usually, the sign turns on 30 minutes prior to opening and turns off 30 minutes after closing. We are able to accommodate to meet Village requirements.

It is Anti-glare, the EMC will not glare as the background is dark and not reflective.



Lora Trent / Permit Department
Manager

loram@springfieldsign.com

Springfield Sign

Office: 417.862.2454

4825 E Kearney St | Springfield, MO
65803

springfieldsign.com

From: Andrew Binder <ABinder@vbg.org>

Sent: Thursday, August 1, 2024 12:54 PM

To: Lora Trent <LoraM@springfieldsign.com>

Cc: Permits <Permits@vbg.org>

Subject: Re: Sign Question

Hi Lora,

This is sufficient, I'll include it within the submittal. Also, two other quick questions:

1. Will the sign be shut-off during non-business hours?

2. Is the message board sign anti-glare?

Thank you,

Andrew

Andrew Binder

Associate Planner

Community Development Department

Village of Buffalo Grove

50 Raupp Blvd

Buffalo Grove, IL 60089

847-459-5592 | www.vbg.org



**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, SEPTEMBER 4, 2024**

CALL TO ORDER

Acting Chairperson Richards called the meeting to order at 7:30 PM.

Roll call indicated the following were present: PZC Vice Chairperson Richards, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Spunt, PZC Commissioner Saxena.

Also present were: Trustee Liaison Weidenfeld, Village Attorney Patrick Brankin, Deputy Community Development Director Kelly Purvis, Associate Planner Andrew Binder.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Variation from Section 14.20 of the Village's Sign Code to install an electronic message board sign at 450 McHenry Road (Culver's).

Associate Planner Binder provided an overview of the request and background on the property. He noted that staff is recommending approval of the request.

The petitioner, Trey Watts from Springfield Sign, on behalf of the property owner, was sworn in.

Mr. Watts indicated that the proposed signage is the brand standard for Culver's. He noted that all of the graphics will be specific to our Village Code; this is set up through corporate and not left up to local franchisees.

Mr. Watts noted that he can answer any technical questions that the Commission may have.

Com. Moodhe asked if the brick base would be changed.

Mr. Watts indicated that the structure/base will remain the same.

Com. Moodhe asked about the reduction in signage.

Binder explained how the sign area is calculated.

Com. Saxena asked what the electronic signage would be used for.

Mr. Watts indicated that the custard flavor of the day would be shown, and any seasonal specials. Local operators might also advertise an event.

Com. Saxena asked about other electronic signs in the Village.

Binder showed an exhibit and indicated that there are other electronic signs in the

Village, and precedent for granting such requests.

Com. Au asked about ongoing maintenance of the sign and what would happen when some of the lights go out.

Mr. Watts replied that if there were any lights that went out, they could be repaired within 24 hours as suppliers are local.

Com. Moodhe asked about the light output from the signs.

Mr. Watts indicated that during the day it would be brighter and at nighttime, the illumination level will dim automatically.

Com. Moodhe made a motion to recommend approval of the variation to Title 14 (Sign Code), Section 14.20.070 of the Village of Buffalo Grove Municipal Code to allow an electronic message board sign for Culver's located at 450 McHenry Road, subject to the following conditions:

1. The ground sign shall be modified in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Spunt spoke in favor. He indicated that he has seen a few of these types of signs around town, and they look good.

Com. Moodhe stated that the new technology for these signs makes them much more palatable. He noted he has no problem with the request.

Acting Chairperson Richards stated that the proposed sign is keeping the same size and base structure, it will make the sign modern and current and that it is an improvement.

Moved by Adam Moodhe, seconded by Amy Au to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein

Motion declared Passed.

B. Consideration of an Amendment to the Preliminary Plan and Special Use approved pursuant to Ord. 95-26 and a Zoning Variation for the height of an accessory structure at 1000 Buffalo Grove Road (Mike Rylko Park).

Associate Planner Binder provided an overview of the project and the requests. He noted that staff is recommending approval of the requests.

Laurie Hoffman, petitioner on behalf of the Park District was sworn in.

Mrs. Hoffman indicated that only one of the three posts on the shade structure is higher than the 15-foot limitation, for which the variation is requested.

Com. Moodhe asked how the height of the shade structure compares to the height of the nature classroom.

Mrs. Hoffman noted that the shade structure will not be taller than the nature classroom.

Com. Saxena asked about the use for the pump track.

Mrs. Hoffman noted that other users besides skateboarders and in-line skaters, such as cyclists, would use the pump track.

Com. Moodhe asked about the material.

Mrs. Hoffman replied that asphalt would be used.

Comment from the public:

Steven Lee noted that since his family moved into the neighborhood, BG Days has been moved to Rylko Park. That has caused noise and light pollution. He stated that the pickleball courts came later and create activity all hours of the day. He noted that activities are not properly controlled for time of day use. Lee stated that there are more externalities for the neighbors near the park to bear. He stated that he would like to see a sound wall put up or the neighbors somehow compensated for these externalities.

The PZC recommends approval of an amendment to the preliminary plan, and Special Use approved pursuant to Ord. 95-26 and a zoning variation for the height of an accessory structure to allow the construction of a pump track and a new shade structure on the northeast corner of Mike Rylko Park, at 1000 Buffalo Grove Road, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Moodhe noted that this is a pretty large park and has been modified with pickleball. He stated that this particular project would not have much of an impact on the park.

Moved by Adam Moodhe, seconded by Sujat Saxena to recommend approval. Upon roll call, the Commissioners voted as follows:

AYES:	5	Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena
NAYS:	0	None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Minutes

1. July 17, 2024, Draft Planning & Zoning Commission Meeting Minutes

Moved by Commissioner Au, seconded by Commission Spunt to approve the July 17, 2024 Planning and Zoning Commission minutes. Upon roll call, the Commissioners voted as follows:

AYES: 5 Kevin Richards, Amy Au, Adam Moodhe, Marc Spunt, Sujat Saxena

NAYS: 0 None

ABSENT: 3 Neil Worlikar, Jason Davis, Mitchell Weinstein
Motion declared passed.

C. Chairperson's Report

None

D. Committee and Liaison Reports

Acting Chairperson Richards provided an overview of the PZC items that were approved at the August 19th Village Board meeting.

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis provided an overview of upcoming agenda items for future meetings indicating that meetings will be held through October.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

ADJOURNMENT

The meeting was adjourned at 8:10pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 8.d. R-2024-21

Resolution Approving Ratification of the ILAG Organized Retail Crime Grant Award

Contacts

Liaison: Trustee Cesario

Staff: Brian Budds

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the resolution ratifying the ILAG Organized Retail Crime Grant Award

Summary

Recommendation

Staff recommends the Village Board approve a Grant Agreement between the Office of the Illinois Attorney General and the Village of Buffalo Grove pending final review and approval of the Village Attorney. This award will allow for partial reimbursement of the initial investment of the Police Department's Flock Safety Cameras.

Background

On Tuesday, August 27, 2024, the Police Department was notified of a \$30,000 award from the Office of the Illinois Attorney General's Organized Retail Crime Grant. This competitive funding opportunity was established to partially reimburse Illinois law enforcement agencies for equipment leased or purchased for the purpose of combating organized retail crime. The Police Department has partnered with Flock Safety to install and operate Automatic License Plate Readers throughout the village. This award will be used as partial reimbursement for the 1st year of that contract.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft - ILAG Organized Retail Crime Grant Resolution
2. Exhibit A - ILAG Organized Retail Crime Grant Doc





RESOLUTION 2024-xx

A RESOLUTION TO RATIFY THE GRANT AGREEMENT BETWEEN THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL AND THE VILLAGE OF BUFFALO GROVE

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, On Thursday, August 27, 2024, the Police Department was notified of a \$30,000 award from the Office of the Illinois Attorney General's Organized Retail Crime Grant. This competitive funding opportunity was established to partially reimburse Illinois law enforcement agencies for equipment leased or purchased for the purpose of combatting organized retail crime; and

WHEREAS this competitive funding opportunity was established to partially reimburse Illinois law enforcement agencies for equipment leased or purchased to combat organized retail crime. The Police Department has partnered with Flock Safety to install and operate Automatic License Plate Readers throughout the village. This award will be used as partial reimbursement for the first year of that contract.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted, incorporated, and made a part of this Resolution as if fully set forth herein.

SECTION 2. The Grant Agreement between the Village of Buffalo Grove and the Office of the Illinois Attorney General, attached hereto as Exhibit A, is hereby ratified and approved.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
25-0495ORC**

This agreement entered into this ____ day of _____, 2024, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Village of Buffalo Grove, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589, effective July 1, 2024 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, not signed, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, not signed, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$30,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$30,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before September 30, 2024, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator prior to the processing date.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Organized Retail Crime Program.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of

the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is

no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and

agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

ii) Grantee's or contractor's policy of maintaining a drug free workplace;

iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Village of Buffalo Grove
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-2525051

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Single-Member Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Estate or trust
- ☐ Limited Liability Company (select applicable tax classification)
 - ☐ C Corporation
 - ☐ S Corporation
 - ☐ Partnership
- ☐ Other:
 - ☒ Governmental Entity—Political Subdivision of the State of Illinois
 - ☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

☐ This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE:

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, Illinois 60089

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 25-0495ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: _____
Kwame Raoul, Illinois Attorney General

Date

Grantee: _____

By: _____

Signature: _____

Type or print name and title: _____

Date _____

GRANTEE CERTIFICATION:

I, _____, _____,
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Signature)

Subscribed and sworn before me on this ____ day of ____, 2024.

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
25-0495ORC

Equipment	
Cameras with 1-yr Subscription	\$30,000.00
Total:	\$30,000.00



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 9.a. R-2024-22

Resolution Authorizing Execution of a Contract with Christopher B. Burke and the Local Public Agency Agreement with the Illinois Department of Transportation for the Bernard Drive West Project

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution awarding a contract to Christopher B. Burke Resident Engineering for the Bernard Drive West Project pursuant to the Local Public Agency Agreement for Federal Participation, subject to the final review by the Village Attorney.

Summary

Recommendation

Staff recommends that the Village Board authorize the Village President and the Village Clerk to execute the Local Public Agency Agreement with the Illinois Department of Transportation. Staff further recommends approval of the Phase III Resident Engineering Agreement with Christopher B. Burke Engineering in an amount not to exceed \$1,150,006.00, all subject to the final review by the Village Attorney.

Background

Since 2016 staff has worked with the Northwest Municipal Conference to have the entire limits of Bernard Drive (1.4 miles) successfully added to the Federal Aid Urban route system. Through this process staff then secured Federal funding for the program maximum value of \$5.0 million, which has been appropriated to the second and final phase of the project. Currently the project cost for the west section is estimated to be \$9,508,161.50 through Design Engineering (Phase II) and Resident Engineering and construction (Phase III). \$5,000,000 of that total will be paid for by Surface Transportation Program grant funding, while \$1,820,000 will be from ITEP funding, the remaining balance will be the Village's obligation. The Village has also elected to include additional Village streets, water main and sanitary sewer at our own cost, as they are logical inclusions to the construction and the Village will benefit from the economies of scale.

Staff Analysis

In order to appropriate those funds toward the Village's use on the Phase III Resident Engineering and contracted construction of Bernard Drive West, a Local Public Agency Agreement for Federal Participation is required between the State of Illinois Department of Transportation and the Village of Buffalo Grove. To receive the grant funds the Village of Buffalo Grove must agree to complete the construction within the Illinois Department of Transportation's policies and procedures.

In 2019 the Village hired Christopher B. Burke to complete the Phase I Engineering Study. In late 2020 staff advertised for a Qualification Based Selection (QBS) process for the Bernard Drive Phase II Design Engineering and Phase III Resident Engineering services. After a thorough review of many submittals, the selection review committee selected Christopher B. Burke for the remainder of the engineering services. To maintain eligibility for Federal grant funding the QBS process is required to follow the Federal guidelines.

Next Steps

Bernard Drive West includes Bernard Drive from White Pine Road to Arlington Heights Road as well as Greenwood Court N, Greenwood Court S and Bernard Ct. Work is expected to begin in late 2024 and be completed in late 2025. All water main along the project will be replaced, along with substantial upgrades to the storm sewer system.

Strategic Alignment

Guiding Principle

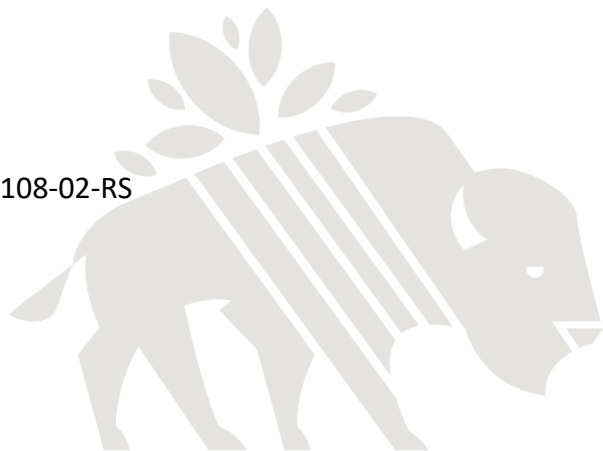
Principle 3: Plan and Invest in the Future

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Resolution - Bernard Drive 09162024
2. PPI
3. LPA AGREEMENT C-91-290-24
4. BLR 05514 Bernard Drive_052324
5. BLR 05530
6. IDOT Design Approval Signature page 20-00108-02-RS
7. Location Map 20-00108-02-RS





RESOLUTION 2024-xx

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH CHRISTOPHER B. BURKE AND THE LOCAL PUBLIC AGENCY AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE BERNARD DRIVE WEST PROJECT

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and is proposing to reconstruct Bernard Drive from Arlington Heights Road to Lincoln Terrace that is approximately 0.86 miles in length, and

WHEREAS the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and

WHEREAS the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and **WHEREAS** the improvement requires matching funds; and

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The President and Board of Trustees hereby appropriates \$5,600,006.00 or as much as may be needed to match the required funding to complete the proposed improvement from Village Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project (Section Number 20-00108-02-RS). The foregoing recitals are hereby adopted and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. The Village Clerk and Village President are hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval. This resolution will become Attachment 5 of the AGREEMENT.

SECTION 4. The Village Clerk of the Village of Buffalo Grove is directed to transmit 5 (five) copies of the AGREEMENT and Resolution to IDOT District 1, Bureau of Local Roads and Streets.

AYES:	_____
NAYES:	_____
ABSENT:	_____
PASSED:	_____, 2024
APPROVED:	_____, 2024

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



Project Program Information

Revision Number _____

Federally Funded ☒ Yes ☐ No

Amendment/Supplement: # _____ for _____ FY _____ Cost Increase: _____

Local Agency / Project Information

Detailed Project Description

Reconstruction of Bernard Drive from Arlington Heights Road to Lincoln Terrace including a new bike path along the south side, replacement of the north sidewalk for ADA compliance, White Pine Ditch culvert replacement, and storm sewer outfall improvements.

County: ☐ Kane ☒ Cook ☐ McHenry
☐ Lake ☐ DuPage ☐ Will ☐ Various Regional Council Northwest Council of Mayors northwestPL@nwmc-cog.org

Local Agency	Federal Congressional District(s)	Illinois Representative District(s)	GATA Registration	Local Agency TIN	DUNS
Buffalo Grove (V)	10	57, 58, 59	681457	E9998-1165-06	07-440-2751

MFT Section Number	SAM Cage Code	UEI (Unique Entity Identifier)	Design Approval Date	Target Letting Date	☒ State Let ☐ Local Let
20-00108-02-RS	54PJ5	VVRJU7823NY4	02/22/21	09/20/24	

Construction Contract No.	Estimate of Const. Cost	Non-Participating Cost	Non-Participating Items
61K63	\$9,600,000.00	\$1,502,000.00	Water Main

Contact / General Information

IDOT MFT Engineer	Subregional Council	Bridge Project PM
Alex.Househ@illinois.gov	Cook County Northwest, (847)296-9200	

Bridge PM Email	Program Administrator	Administrator Email
	Eric Czarnota	eczarnota@nwmc-cog.org

Local Agency Official	Title	Local Agency Phone	Local Agency Email
Kyle Johnson	Village Engineer	(847) 459-2545	kjohnson@vbg.org

Local Agency Address	City	State	Zip Code
50 Raupp Blvd	Buffalo Grove	IL	60089

Local Agency Project Contact	Consultant Company Name	Phase	IDOT Design Engineer	Consultant Company TIN	Consultant Contact Person
Kyle Johnson	CBBEL	CON & CE	Carmen Ramos	36-3468939	Steve Sugg

Consultant Contact Email	Consultant Contact Phone
ssugg@cbbel.com	(847) 823-0500

TIP ID Number	ITEP Number	HPP Bill Number	SRTS Number
03-20-0049	143008		

Funding Type			
Fund		Percent	Fund
Surface Trans Pgm Urban (STU)		80/20	Enhancement (ITEP State)
			100

Project Location(s)							
Key Route Designation		Functional Classification	Street Name		List termini west or north limit, followed by the east or south limit. Provide GIS Station in decimal miles Getting Around Illinois		
			Project Length (miles)	0.86	from/at	Station 0.00	to Station 0.00
0	4045	6-Minor Collector	Bernard Dr.		S. Arlington Heights Rd	0.00	Lincoln Terrace 0.86

Programming of Projects for Add Lanes and Resurfacing Improvement Types						
Improvement Type	Length (miles)	Street Name		from/at	Station 0.0	to Station 0.00

Transportation Asset Management Plan (TAMP) Information - Bridge Information					
Bridge Improvement Type			Maintenance Type for Bridge Improvement		
Facility Carried	Facility Crossed	Station 0.00	BCC	Existing Structure #	Proposed Structure #

Add Row				
Work Type Classification Codes				
Program Classification Codes (PCL)		J09 - Major Construction	Maintenance Type PCL J18 & J23	N/A
Fund Type Code(s)		Improvement Type(s)	Fund Type Code(s)	Improvement Type(s)
	Roadway (RD)	Reconstruct-RDWY	Roadway (RD)	Bikeway
	Roadway (RD)	Culvert Replmt-RDWY	Roadway (RD)	Drainage
	Roadway (RD)	Curb & Gutter-RDWY	Roadway (RD)	Sidewalks

Add Row				
---------	--	--	--	--

Project Funding Table

State Job Number				Federal Project Number	Federal Fiscal Year	State Fiscal Year	Est. Total Cost	Federal Participation	Local Participation	State Participation *
☐	P									
☐	D									
☐	R									
☒	C	91	290-24	WS7C(658)	2024	2025	\$9,600,000.00	\$3,150,000.00	\$4,630,000.00	\$1,820,000.00
Construction Engineering					2024	2025	\$1,150,006.00	\$0.00	\$970,006.00	\$180,000.00

Multi-Phase Agreement ☐ Yes ☒ No Type ☐ Bi-Phase ☐ Tri-Phase

Maintenance / Jurisdiction Information

Construction only - Check box for all that apply

Work on IDOT Right of Way ☐ Yes ☒ No

If "Yes" select Type of work on IDOT or other LPA ROW

☐ Emergency Vehicle Preemption (EVP)

☐ Traffic Signal	☐ New	☐ modification	☐ combination poles
☐ Street Lights	☐ New	☐ modification	☐ ornamental
☐ Sidewalks	☐ New	☐ modification	☐ decorative
☐ Bike Path	☐ New	☐ modification	☐ decorative
☐ Retaining Wall	☐ New	☐ modification	☐ decorative
☐ Other	☐ New	☐ modification	

Railroad Agreement ☐ Yes ☒ No Intergovernmental Agreement ☐ Yes ☒ No

Division of Cost

Fund Type	Phase	Federal Participation \$	LPA required match \$	LPA only \$	State Participation \$
- Enhancement (ITEP State)	CON		\$20,375.00		\$1,820,000.00
- Enhancement (ITEP State)	CE			\$970,006.00	\$180,000.00
- Surface Trans Pgm Urban (STU)	CON	\$3,150,000.00	\$787,500.00	\$3,822,125.00	

Add Row

Date Submitted	Date Revised	Date Completed
05/28/24		06/12/24

Comments

PH II STU 50/50 match, \$350,000 programmed in FFY 2021; \$3,150,000 CON programmed in Northwest Council of Mayors STU Program; Moved CON/CE \$2,000,000.00 from Federal to State participation programmed in State (SRF).

--

Bridge Category Codes	
BCC	Description
1	New
2	Replacement
3	Rehabilitation
4	Repair
5	Other Bridge Work



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Buffalo Grove	Cook	20-00108-02-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU / ITEP-State	143008	CMAP	03-20-0049

Construction

State Job Number	Project Number
C-91-290-24	WS7C(658)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Bernard Drive	MUN 4045	0.84 mile	00.00	00.84

Location Termini
S. Arlington Heights Road to Lincoln Terrace

Current Jurisdiction	Existing Structure Number(s)
Village of Buffalo Grove	N/A

Remove

PROJECT DESCRIPTION

Reconstruction of Bernard Drive from Arlington Heights Road to Lincoln Terrace including a new bike path along the south side, replacement of the north sidewalk for ADA compliance, White Pine Ditch culvert replacement, storm sewer, and water main improvements.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	C9129024	WS7C(658)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Eric Smith

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is

362525051 conducting business as a Governmental Entity.

DUNS Number 074402751

UEI VVRJU7823NY4

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Buffalo Grove	Cook	20-00108-02-RS	C-91-290-24	WS7C(658)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$3,150,000.00	(1)				Local	\$3,107,625.00	BAL	\$6,257,625.00
Participating Construction				State-ITEP	\$1,820,000.00	(2)	Local	\$20,375.00	BAL	\$1,840,375.00
Construction Engineering				State-ITEP	\$180,000.00	(2)	Local	\$970,006.00	BAL	\$1,150,006.00
Non-Participating Construction							Local	\$1,502,000.00	100%	\$1,502,000.00
Total		\$3,150,000.00		Total		\$2,000,000.00	Total		\$5,600,006.00	\$10,750,006.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

(1) Maximum FHWA (STU) participation 80%, NTE \$3,150,000

(2) Maximum STATE (ITEP) participation 100%, NTE \$2,000,000 (Construction Engineering portion 100%, NTE \$180,000)

-Non-Participating Construction include but not limited to water main

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



CLIENT:



**VILLAGE OF
BUFFALO GROVE**

TITLE:

PROJECT LOCATION MAP

PROJ. NO. 190474

DATE: 6/7/2024

SHEET 1 OF 1

DRAWING NO.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:24,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	6/7/2024
FILE:	Location Map		

EXH 1

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Buffalo Grove	20-00108-02-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	1

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	1
Total	3

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2024.06.13 13:30:17
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2024.06.18 12:37:45
-05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
Buffalo Grove	20-00108-02-RS	C9110122	YBZT(694)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Buffalo Grove LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the Buffalo Grove LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Buffalo Grove LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Buffalo Grove LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☒ Yes ☐ No

b. For the current fiscal year, does the Buffalo Grove LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Chris Black	FINANCE DIRECTOR	Buffalo Grove

Signature & Date

Chris Black 5/28/24



Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake & Cook	20-00108-00-RS
Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	W. Daniel Crosson	5/23/2024
Consultant / Subconsultant Name	Job Number	
Christopher B. Burke Engineering, Ltd.		

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

Remarks

--

PAYROLL ESCALATION TABLE

CONTRACT TERM	21	MONTHS	OVERHEAD RATE	132.88%
START DATE	11/1/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	7/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	1/1/2025	2	9.52%
1	1/2/2025	1/1/2026	12	58.29%
2	1/2/2026	8/1/2026	7	34.68%

The total escalation = 2.49%

Local Public Agency

Village of Buffalo Grove

County

Lake & Cook

Section Number

20-00108-00-RS

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number**PAYROLL RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.49%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$82.63	\$84.69
Engineer V	\$72.59	\$74.40
Engineer IV	\$59.41	\$60.89
Engineer III	\$46.80	\$47.97
Engineer I/II	\$36.22	\$37.12
Survey V	\$85.04	\$86.00
Survey IV	\$76.25	\$78.15
Survey III	\$66.63	\$68.29
Survey II	\$54.50	\$55.86
Survey I	\$38.75	\$39.71
Engineering Technician V	\$68.90	\$70.62
Engineering Technician IV	\$64.03	\$65.62
Engineering Technician III	\$42.86	\$43.93
Engineering Technician I/II	\$30.00	\$30.75
CAD Manager	\$70.83	\$72.59
CAD Technician II	\$53.29	\$54.62
GIS Specialist III	\$58.00	\$59.44
Landscape Architect	\$65.00	\$66.62
Landscape Designer III	\$40.50	\$41.51
Environmental Resource Specialist V	\$76.01	\$77.90
Environmental Resource Specialist IV	\$60.78	\$62.29
Environmental Resource Specialist III	\$52.75	\$54.06
Environmental Resource Specialist I/II	\$30.92	\$31.69
Environmental Resource Technician	\$45.30	\$46.43
Engineering Intern	\$18.88	\$19.35
Business Operations Department	\$57.69	\$59.13

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake & Cook	20-00108-00-RS
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

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

Local Public Agency

Village of Buffalo Grove

County

Lake & Cook

Section Number

20-00108-00-RS

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	300	\$65.00	\$19,500.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1000	\$0.12	\$120.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS:

\$19,620.00

BLR 05514 (Rev. 02/09/23)
DIRECT COSTS

9575 W. Higgins Rd.
Rosemont, IL 60018
May, 1 2023

Code	Description	Price	Per	
111	8.5x11 RIP'd Color laser copies, Fiery's	\$ 0.57	per side	UPDATE
117	11x17 RIP'd Color laser copies, Fiery's	\$ 0.65	per side	UPDATE
151	Premium color poster	\$ 3.25	sqft	UPDATE
155	Operator required-processing charge	\$ 25.00	quarter hr	
400	8.5x11 B/W impressions	\$ 0.08	page	UPDATE
403	8.5x11 Color paper stock	\$ 0.10	sheet	
404	8.5x11 Card Stock	\$ 0.12	sheet	
405	8.5x11 Sticky Back	\$ 1.00	sheet	
409	Clear 4 mil mylar cover	\$ 0.50	sheet	
413	8.5x11 Monochrome scan	\$ 0.075	side	
413-1	11x17 Monochrome scan	\$ 0.075	side	
414	8.5x14 B/W impression	\$ 0.12	sheet	
417	11x17 B/W Impression	\$ 0.12	page	
418	11x17 Card Stock	\$ 0.19	sheet	
419	11x17 Colored paper	\$ 0.16	sheet	
420	1/4 Plastic comb binding	\$ 1.40	each	
421	3/8 Plastic comb binding	\$ 1.60	each	
422	1/2 Plastic comb binding	\$ 2.40	each	
423	5/8 Plastic comb binding	\$ 2.50	each	
424	3/4 Plastic comb binding	\$ 2.75	each	
425	7/8 Plastic comb binding	\$ 2.90	each	
426	1" Plastic comb binding	\$ 3.05	each	
427	1-1/8" Plastic comb binding	\$ 3.55	each	
428	1-1/4" Plastic comb binding	\$ 3.85	each	
429	1-1/2 Plastic comb binding	\$ 4.00	each	
430	1-3/4 Plastic comb binding	\$ 4.50	each	
431	2" Plastic comb binding	\$ 4.70	each	
438	Stapling	\$ 0.05	set	
444-1	Plastic jackets	\$ 1.25	each	
444	Misc. Charges	\$ 1.25	each	
455	Imaging on tabs	\$ 0.15	impression	
456	Tab card stock	\$ 0.75	sheet	
470	Handwork	\$ 45.00	hour	
472	Fan folding 11x17 to 8.5x11	\$ 0.03	sheet	
473	Inserting	\$ 0.04	sheet	
474	Drilling-Standard 2 or 3 holes	\$ 2.50	500 sheets	
502	8.5x11 small format color scan	\$ 0.075	per side	
502-1	11x17 Small format color scan	\$ 0.075	per side	
580	Mounting on 3/16 foamcore	\$ 3.45	sqft	
73	overtime	\$ 50.00	hour	
777777	Paper per case or package 8.5x11, 8.5x14, 11x17	Subject to	change	
802	Scan Setup	\$ 2.50	sheet	UPDATE
822	Scan to file	\$ 2.00	sheet	
850	Large document velium prints	\$ 0.40	sqft	
872	Folding	\$ 0.05	sqft	
870	Handwork	\$ 45.00	hour	
885	Mylar reproduction	\$ 1.75	sqft	
900	Digital bond prints/plots	\$ 0.22	sqft	UPDATE
905	Color inkjet plots	\$ 3.25	sqft	UPDATE
905-0	EGG (Engineering Grade) plots	\$ 0.95	sqft	UPDATE
905-2	Large Color Scans	\$ 2.50	sheet	UPDATE
910	Mylar prints/plots	\$ 1.75	sqft	
924	Burn a CD	\$ 12.00	each	
925	File conversion processing	\$ 0.75	sheet	
950	Velium Plots	\$ 1.25	sqft	

Village of Buffalo Grove

Lake & Cook

20-00108-00-RS

Christopher B. Burke Engineering, Ltd.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	132.88%
----------------------	----------------

COMPLEXITY FACTOR 0

948,790

Local Public Agency

Village of Buffalo Grove

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

County

Lake & Cook

Section Number

20-00108-00-RS

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET1OF3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2024 Services			Preconstruction Services			Shop Drawing Review						2025 Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.69	95.0	1.45%	1.23				5	4.76%	4.03									
Engineer V	74.40	3,830.0	58.65%	43.64				50	47.62%	35.43	50	50.00%	37.20						
Engineer IV	60.89	0.0																	
Engineer III	47.97	0.0																	
Engineer I/II	37.12	0.0																	
Survey V	86.00	0.0																	
Survey IV	78.15	0.0																	
Survey III	68.29	0.0																	
Survey II	55.86	0.0																	
Survey I	39.71	0.0																	
Engineering Technician V	70.62	0.0																	
Engineering Technician IV	65.62	0.0																	
Engineering Technician III	43.93	2,605.0	39.89%	17.52				50	47.62%	20.92	50	50.00%	21.96						
Engineering Technician I/II	30.75	0.0																	
CAD Manager	72.59	0.0																	
CAD Technician II	54.62	0.0																	
GIS Specialist III	59.44	0.0																	
Landscape Architect	66.62	0.0																	
Landscape Designer III	41.51	0.0																	
Environmental Resource S	77.90	0.0																	
Environmental Resource S	62.29	0.0																	
Environmental Resource S	54.06	0.0																	
Environmental Resource S	31.69	0.0																	
Environmental Resource T	46.43	0.0																	
Engineering Intern	19.35	0.0																	
Business Operations Depa	59.13	0.0																	
		0.0																	
TOTALS		6530.0	100%	\$62.39	0.0	0.00%	\$0.00	105.0	100%	\$60.38	100.0	100%	\$59.16	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency
Village of Buffalo Grove
Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

County
Lake & Cook

Section Number
20-00108-00-RS
Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Construction Observation			Construction Documentation						2026 Services			Construction Observation			Construction Documentation		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer VI	84.69	50	1.64%	1.39	5	0.83%	0.70							25	1.54%	1.30	5	1.23%	1.05
Engineer V	74.40	1800	59.02%	43.91	300	49.59%	36.89							1100	67.69%	50.36	200	49.38%	36.74
Engineer IV	60.89																		
Engineer III	47.97																		
Engineer I/II	37.12																		
Survey V	86.00																		
Survey IV	78.15																		
Survey III	68.29																		
Survey II	55.86																		
Survey I	39.71																		
Engineering Technician V	70.62																		
Engineering Technician IV	65.62																		
Engineering Technician III	43.93	1200	39.34%	17.28	300	49.59%	21.78							500	30.77%	13.52	200	49.38%	21.69
Engineering Technician I/II	30.75																		
CAD Manager	72.59																		
CAD Technician II	54.62																		
GIS Specialist III	59.44																		
Landscape Architect	66.62																		
Landscape Designer III	41.51																		
Environmental Resource Spe	77.90																		
Environmental Resource Spe	62.29																		
Environmental Resource Spe	54.06																		
Environmental Resource Spe	31.69																		
Environmental Resource Tech	46.43																		
Engineering Intern	19.35																		
Business Operations Departm	59.13																		
TOTALS		3050.0	100%	\$62.58	605.0	100%	\$59.37	0.0	0%	\$0.00	0.0	0%	\$0.00	1625.0	100%	\$65.18	405.0	100%	\$59.48

Local Public Agency

Village of Buffalo Grove

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

County

Lake & Cook

Section Number

20-00108-00-RS

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET3OF3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Closeout																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.69	5	0.78%	0.66															
Engineer V	74.40	330	51.56%	38.36															
Engineer IV	60.89																		
Engineer III	47.97																		
Engineer I/II	37.12																		
Survey V	86.00																		
Survey IV	78.15																		
Survey III	68.29																		
Survey II	55.86																		
Survey I	39.71																		
Engineering Technician V	70.62																		
Engineering Technician IV	65.62																		
Engineering Technician III	43.93	305	47.66%	20.93															
Engineering Technician I/II	30.75																		
CAD Manager	72.59																		
CAD Technician II	54.62																		
GIS Specialist III	59.44																		
Landscape Architect	66.62																		
Landscape Designer III	41.51																		
Environmental Resource Spec	77.90																		
Environmental Resource Spec	62.29																		
Environmental Resource Spec	54.06																		
Environmental Resource Spec	31.69																		
Environmental Resource Tech	46.43																		
Engineering Intern	19.35																		
Business Operations Departm	59.13																		
TOTALS		640.0	100%	\$59.96	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Agreement For	Agreement Type
Using Federal Funds? ☒ Yes ☐ No	Federal CE
	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Buffalo Grove	Cook	20-00108-02-RS	91-101-22
Project Number	Contact Name	Phone Number	Email
YBZT(694)	Kyle Johnson	(847) 459-2545	kjohnson@vbg.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Bernard Drive	4045	.86 miles	-
Location Termini			Add Location
Arlington Heights Road to Lincoln Terrace			Remove Location

Project Description

Reconstruction of Bernard Drive from Arlington Heights Road to Lincoln Terrace including a new bike path along the south side, replacement of the north sidewalk for ADA compliance, White Pine Ditch culvert replacement, and storm sewer outfall improvements.

Engineering Funding	☐ Federal ☐ MFT/TBP ☒ State ☒ Other	State / Local
Anticipated Construction Funding	☒ Federal ☐ MFT/TBP ☒ State ☒ Other	Federal / State / Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng. Ltd.	Kevin Wilson	(847) 833-0274	kwilson@cbbel.com
Address	City	State	Zip Code
9575 W. Higgins Road, Suite 600	Rosemont	IL	60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng. Ltd.	36-3468939	\$1,102,857.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$1,102,857.00
Total for all work		\$1,102,857.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Buffalo Grove

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Buffalo Grove

 Local Public Agency Type

Village

 Clerk

Title

Village President

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Christopher B. Burke Eng. Ltd.

By (Signature & Date)

Title

Vice President

By (Signature & Date)

Title

President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Buffalo Grove	Christopher B. Burke Eng. Ltd.	Cook	20-00108-02-RS

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Village of Buffalo Grove (village) has initiated a project requiring Phase III Professional Engineering Services by Christopher B. Burke Engineering, Ltd. (CBBEL) for the Bernard Drive Reconstruction Project.

The work consists of earth excavation, pavement removal, construction of storm sewers, water main, replacement of a box culvert, aggregate subgrade improvement, HMA roadway pavement, combination concrete curb and gutter, PCC sidewalk and multi-use path, ADA ramps with detectable warnings, driveway removal and replacement, drainage and utility structure adjustments, tree removal, erosion control, thermoplastic pavement markings, parkway restoration, and all incidental and collateral work necessary to complete the project as shown on the plans.

CBBEL will serve as the Village's representative during the entire duration of the construction project. The following scope is to be performed by CBBEL throughout the project duration.

Preconstruction Services

Review of Existing Data: Resident Engineer and staff will review plans, specifications and contract documents.

Preconstruction Meeting: CBBEL staff will attend and take meeting minutes for the preconstruction meeting held at IDOT.

Shop Drawing Review

1. Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;

2. Shop Drawings and Contractor Submittals:

☐ Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.

☐ Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

☐ Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.

Construction Observation

This task assumes full-time construction observation of a construction schedule of 131 Working Days by the Contractor. The IDOT Contract indicates a Completion Date of November 14, 2025 Plus 10 Working Days.

Observation Services: CBBEL staff will perform the following tasks daily or as required by the Contractor's activities:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain a daily record of the Contractor's activities throughout construction including information to permit

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Buffalo Grove	Christopher B. Burke Eng. Ltd.	Cook	20-00108-02-RS

verification of the nature and costs of changes in plans and authorized extra work.

- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
- Prepare and submit all partial and final material documentation. This documentation will be completed using the CMMS Materials Database.
- Conduct project meetings (as required).

Construction Documentation

1. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Project Closeout

- CBBEL staff will prepare and distribute the final punchlist to all parties and verify when completed.
- Final documentation, IDOT audit, and project closeout with the Village of Buffalo Grove and IDOT.
- Complete all outstanding material deficiencies and final IDOT papers to obtain a Material Certification Memo from IDOT.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Buffalo Grove	Christopher B. Burke Eng. Ltd.	Cook	20-00108-02-RS

**EXHIBIT B
PROJECT SCHEDULE**

IDOT Letting: September 20, 2024
 Preconstruction Services: October - November 2024
 Construction Observation/Documentation: December 2024 - May 2025
 Project Closeout: June - July 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Buffalo Grove	Christopher B. Burke Eng. Ltd.	Cook	20-00108-02-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
SERVICES	20%
REFERENCES AND RESUMES	10%
LOCAL OFFICE AND AREA KNOWLEDGE	15%
ABILITY TO PERFORM MULTIPLE FUNCTIONS	10%
QUALIFICATIONS AND EXPERIENCE	20%
AFFILIATIONS AND ACCREDIDATIONS	10%
PAST PERFORMANCE	15%

8	Do the written QBS policies and procedures discuss the method of selection?	☒	☐
---	---	-------------------------------------	--------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1

2

3

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒

Local Public Agency		Prime Consultant (Firm) Name		County		Section Number	
Buffalo Grove		Christopher B. Burke Eng. Ltd.		Cook		20-00108-02-RS	

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For

Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.

Consultant

Primary Consultant (Firm) Name Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.

Contact Name Insert the name of the contact for the firm listed to the left.

Phone Number Insert the phone number for the contact listed to the left, without dashes.

Email Insert the email of the contact listed to the left.

Address Insert the address of the firm listed to the left.

City Insert the city of the firm listed to the left.

State Insert the state of the firm listed to the left.

Zip Code Insert the zip code of the firm listed to the left.

Agreement Exhibits

Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.

Exhibit A Insert the scope of services covered by this agreement/ project. This exhibit is required.

Exhibit B Insert the project schedule that applies to this agreement/ project. This exhibit is required.

Exhibit C Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.

Exhibit D Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.

Exhibit Use the remaining boxes and lines to add additional exhibits as needed.

LPA Agrees

Method of Compensation Select the method of compensation for this agreement by checking the applicable box.

If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.

If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.

If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.

If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



**Illinois Department
of Transportation**

**Local Project Development Report
for Group Categorical I Exclusions
and Design Approval**

County: Cook
Local Public Agency: Village of Buffalo Grove
Section Number: 20-00108-00-RS
Route: MUN 4045

Project Number: _____ Project Length: 1.4 mi/ 7,500 ft

Street/Road Name: Bernard Drive

Termini: Arlington Heights Road to Buffalo Grove Road

- ☐ For Township or Road District bridge projects: The County Engineer certifies that the project design speed exceeds the minimum design speed recommended for this classification of roadway as provided in the BLRS Manual in order to prevent a deficient NBIS rating for approach roadway alignment appraisal. All elements have been designed to the chosen design speed unless noted otherwise in Section 2(e) and/or the attached BLR 22120.

County Engineer

Date

- ☒ Categorical Exclusion and Design Approval Recommended

ASSISTANT PUBLIC WORKS DIRECTOR
Local Agency

1/4/21
Date

Categorical Exclusion Statement

This project will not have any significant impacts on the environment, or involve any unusual circumstances, therefore, it is a Categorical Exclusion I.

- ☒ Categorical Exclusion and Design Approval

Regional Engineer

02-22-2021
Date



CLIENT:



**VILLAGE OF
BUFFALO GROVE**

TITLE:

PROJECT LOCATION MAP

PROJ. NO. 190474

DATE: 6/7/2024

SHEET 1 OF 1

DRAWING NO.



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:24,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	6/7/2024
FILE:	Location Map		

EXH 1



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 9.b. O-2024-088

Ordinance Authorizing Execution of a Contract with MPC Communications & Lighting, Inc. for Emergency Lighting Installation Services

Contacts

Liaison: Trustee Bocek

Staff: Brian Spolar

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of emergency lighting installation services from MPC Communications & Lighting, Inc. in an amount not to exceed \$245,725.00.

Summary

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with MPC Communications & Lighting, Inc. for emergency lighting installation services in an amount not to exceed \$245,725.00 for the initial term of the contract, pending final review and approval by the Village Attorney.

BACKGROUND

Staff has negotiated a contract with MPC Communications & Lighting, Inc. for the installation of emergency lighting and equipment in Police and select Fire vehicles. The proposed contract will allow the Village to have a consistent service provider with a proven track record to provide needed installation & repair services while also allowing the Village to closely monitor and contain costs.

As the need for these services fluctuates based upon the replacement of units requiring upfitting of emergency lighting equipment the not-to-exceed amount is based upon past expenses with this vendor and is the average annual spend for emergency lighting services. The initial term of the contract runs from the date of award to December 31, 2026.

FINANCIAL IMPACT

The purchase and installation of emergency lighting and equipment in Police vehicles would have no direct impact on the Village budget. The funds directed for the purchase of this type of

equipment are obtained through Illinois statute (625 ILCS 5/16-104c) and are set aside for the purchase and maintenance of Police vehicles. Fire vehicle emergency lighting is allocated through reserve funds set aside for equipment replacement.

2024-2026 Vehicle Replacement Upfitting Costs			
Unit	Vehicle Description	Department	Estimated Upfitting Cost
723	2025-Ford Explorer	Police	\$19,250.00
743	2025-Ford Explorer	Police	\$19,250.00
713	2026-Ford Explorer	Police	\$19,500.00
717	2026-Ford Explorer	Police	\$19,500.00
712	2027-Ford Explorer	Police	\$19,750.00
718	2027-Ford Explorer	Police K-9	\$22,750.00
725	2027-Ford Explorer	Police	\$19,750.00
730	2027-Ford Explorer	Police	\$19,750.00
732	2027-Ford Explorer	Police	\$14,225.00
291	2026-Ford Explorer	Fire	\$16,000.00
251	2027-Polaris Ranger	Fire	\$10,000.00
292	2027-Ford Explorer	Fire	\$16,000.00
Non-Routine Maintenance & Repair Services			\$30,000.00
Total Amount Not to Exceed			\$245,725.00

Strategic Alignment

Guiding Principle

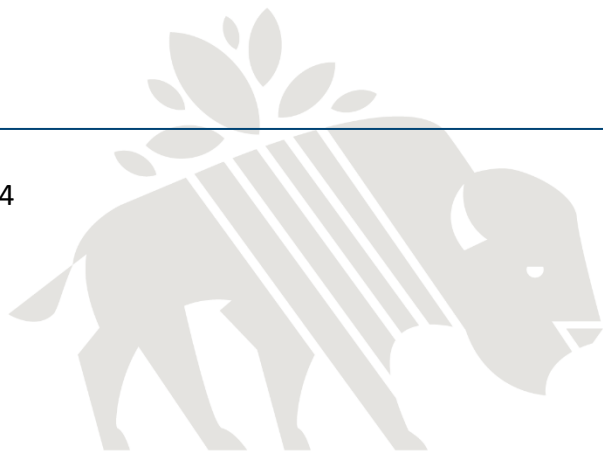
Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Ordinance - Emergency Lighting
2. MPC-Buffalo Grove 2025 Contract 9-16-2024





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH MPC COMMUNICATIONS & LIGHTING, INC., FOR EMERGENCY LIGHTING INSTALLATION SERVICES

WHEREAS the Village of Buffalo Grove is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS the Village engaged in a competitive procurement process to obtain the best value for money.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute an agreement with MPC Communications & Lighting, Inc. for emergency lighting installation services in an amount not to exceed \$245,725.00 for the initial term of the contract, pending final review and approval by the Village Attorney.

SECTION 3. 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.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024
PUBLISHED: _____, 2024

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

VEHICLE LIGHTING & COMMUNICATIONS INSTALLATION CONTRACT

Vehicle Lighting & Communications Installation Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and MPC Communications & Lighting, Inc., (hereinafter the “**Contractor**”) on this 17 day of September, 2024 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has negotiated for the Work (defined below),; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work
Contract Exhibit B – Schedule of Prices

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

Prices throughout the initial term of the contract shall reflect those provided in the schedule of prices. Written requests for price revisions after the initial term shall be submitted ninety (90) days in advance. Requests shall be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Detailed invoice

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract beginning on the date of award and ending December 31, 2026 with two (2) possible two (2) year extensions. At the end of the contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Police Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE VIII – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE IX – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE X – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XI – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 BJBudds@vbg.org ATTN: Police Chief
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc:tcwisniewski@vbg.org
IF TO THE CONTRACTOR:	MPC Communications & Lighting, Inc. _____

ARTICLE XII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIII – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XIV – SEQUENCE OF THE WORK

The Police Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XV – SUPERVISION

The Police Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVI – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Police Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Police Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIII – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to the manufacturer's recommendation after inspection and approval by the Police Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work as specified in Contract Exhibit A.

ARTICLE XIX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Police Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XX – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Police Chief or his authorized representative.

ARTICLE XXI – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of Police, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIII – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

D. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXIV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXV – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVI – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. FAVORABLE TERMS** - Contractor represents that all of the benefits and terms granted by Contractor herein are at least as favorable as the benefits and terms granted by Contractor to Illinois Home Rule Municipalities. Should Contractor enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Contractor shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Contractor shall amend this Agreement to contain the more favorable terms and conditions.

K. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

ACKNOWLEDGEMENT

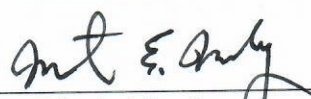
The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

By: _____
Name: Dane Bragg
Title: Village Manager

MPC Communications & Lighting, Inc.

By: 
Name: Martin Murphy
Title: Director of Operations

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

A. GENERAL INSTRUCTIONS

OBJECTIVE:

The Village of Buffalo Grove is seeking to engage a single provider for the procurement, installation, and configuration of Emergency Lighting and Communication Equipment for Village Vehicles.

SCOPE OF WORK:

The Contractor shall procure, install, configure and repair Emergency Lighting and Communication Equipment in Village Vehicles

SCHEDULE:

The contractor shall complete full installations on Fully Marked, Fully Marked (SUV), Semi-Marked, Semi-Marked (SUV), and K9 Units no later than 12 weeks after a notice to proceed for installation work has been sent to Contractor.

Removal and Replacement (R&R) of equipment from one vehicle to another shall be completed no later than 6 weeks after a notice to proceed for installation work has been sent to Contractor.

CONTRACTORS FACILITIES:

The Contractor may be subject to a site inspection of their facilities.

The contractor shall be open during normal business hours from 8:00am until 5:00pm, Monday through Friday excluding holidays or weekends.

Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.

INSTALLATION:

All wiring will follow a consistent color scheme and a reference chart will be provided to the Village.

All exposed wiring will be wire loom.

The lights and siren controller will be located in the center of the vehicle on the center console or center of the dashboard when possible.

All siren speakers will be permanently mounted out of sight or on push bumpers.

All installations will have electrical disconnections, (i.e. circuit breaker or fuse).

All lighting and siren packages will not exceed capability of vehicles electrical system.

INSTALLATION: (cont.)

Crimp or insulated crimp terminals must be crimped with a ratcheting crimper to secure a good connection. All external (outside) connections will either be soldered, or heat shrunk or crimped using water resistant connectors and heat shrunk creating a strong, water-resistant connection.

All strobe cables shall be custom cut to length. No rolled up or zip tied excess loops of strobe cable will be allowed in the vehicle.

Lightbar cable hole must be sealed using an appropriate black gasket type silicone. Installer shall loom all cables located in the engine compartment.

All wiring running from the passenger compartment to the trunk area must be placed in the OEM Ford tracks located at the passenger or driver side of the vehicle. No excess wiring may be placed under the floor mat or beside the track.

All wiring installed shall be loomed with appropriate size wire loom.

Installer must properly label all siren touch pads as indicated by the Village of Buffalo Grove. No vehicles will be accepted without all buttons labeled as indicated by the Village.

EQUIPMENT:

Contractor must be factory authorized distributor for the product they are providing.

No substitutions of brand names is allowed unless approved in writing by the Village.

In the event additional equipment and/or materials are necessary to perform services, the Contractor shall receive prior written approval from the Village. Failure to obtain prior approval could result in non-payment by the Village.

WARRANTY:

A warranty on a new materials is subject to the manufactures warranty, generally one, three or five years.

A warranty on labor and installation shall be for the life of the vehicle in its original intended use up to 10 years.

Contractor shall respond to request for repairs within 24 hours.

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

Vehicle Type	Installation	Removal	Miscellaneous (wiring, connectors, etc.)	R&R Complete
Fully Marked	\$ 3375.00	\$ 795.00	\$ 185.00	\$ 4355.00
Fully Marked (SUV)	\$ 3375.00	\$ 795.00	\$ 185.00	\$ 4355.00
Semi-Marked	\$ 3375.00	\$ 795.00	\$ 185.00	\$ 4355.00
Semi-Marked (SUV)	\$ 3375.00	\$ 795.00	\$ 185.00	\$ 4355.00
K9 Unit	\$ 3775.00	\$ 795.00	\$ 185.00	\$ 4755.00
Hourly labor rate @ 158.95 /hr.				
*Estimated Various Vehicles	verify type of	equipment	in each vehicle	for actual price
Unmarked Court/School	\$ 2475.00	\$ TBD	\$ TBD	\$ TBD
Unmarked Administrative	\$ 2475.00	\$ TBD	\$ TBD	\$ TBD
Unmarked Investigative	\$ 2975.00	\$ TBD	\$ TBD	\$ TBD
Unmarked Tactical	\$ 2975.00	\$ TBD	\$ TBD	\$ TBD

*Various vehicles installation rate shall be determined on a case-by-case basis and price shall not exceed the price in EXHIBIT B- Schedule of Prices.

Cost for concierge service transporting Vehicles from the Village of Buffalo Grove to your service facility.
\$ 150.00 per trip one way

Hourly Rate for services Regular time \$ 158.95

Markup on Materials: The percent added to the actual wholesale (no retail pricing will be accepted) materials including shipping shall not exceed 25%



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 13.a.

Executive Session - Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to enter into Executive Session pursuant to Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Summary

Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 13.b.

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to enter Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Summary

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Strategic Alignment

Guiding Principle

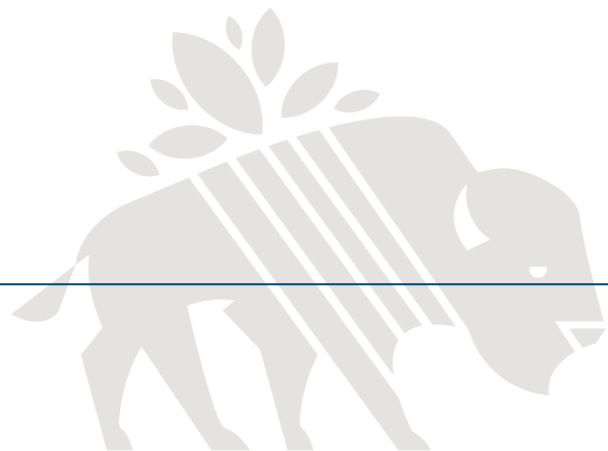
N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 16, 2024

AGENDA ITEM 13.c.

Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to enter into Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Summary

Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None