



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 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 September 16, 2024 Village Board Regular Meeting
- b. Draft Minutes of the September 23, 2024 Village Board Special Meeting (Civics Forum)
- c. Draft Minutes of the October 7, 2024 Village Board Committee of the Whole Meeting

3. Approval of Warrant

- a. Approval of Warrant #1373 (Trustee Bocek, Chris Black)

4. Village President's Report

- a. Appointment of Deputy Village Clerk (President Smith, Dane Bragg)
- b. Recognition of the Buffalo Grove Community Pageant Program (President Smith, Dane Bragg)
- c. Boards, Committee, Commission Appointments (President Smith, Dane Bragg)

5. Village Manager's Report

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-2024-089 Ordinance Authorizing a Development Improvement Agreement with Projades for the Prairie Pointe Townhomes Development (Trustee Stein, Kyle Johnson)
- b. O-2024-090 Ordinance Authorizing Execution of an Agreement with Lauterbach and Amen, LLP for Audit Services (Trustee Bocek, Chris Black)
- c. O-2024-091 Ordinance Authorizing Execution of an Amended and Restated Agreement with Crystal Maintenance Plus, Corp for Custodial Services (Trustee Bocek, James Warnstedt)
- d. Authorizing execution of Multiple Contract Extensions (Trustee Bocek, Tom Wisniewski)
- e. O-2024-092 Ordinance Approving an Intergovernmental Agreement with the State of Illinois for Grant Funding from the Department of Commerce & Economic Opportunity (Trustee Stein, Kyle Johnson)
- f. O-2024-093 Ordinance Authorizing Execution of a Contract with Everlast Blacktop Inc. for the Arboretum Golf Club Path Improvement Project (Trustee Bocek, Geoff Tollefson)
- g. R-2024-23 Resolution Approving Adoption of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (Trustee Stein, Kyle Johnson)
- h. O-2024-094 Ordinance Authorizing an Amendment to a Development Improvement Agreement with the Buffalo Grove Park District for Mike Rylko Community Park (Trustee Stein, Kyle Johnson)
- i. O-2024-095 Ordinance Amending Title 5.20 Liquor Controls to Reserve a Class A Liquor License for Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar (President Smith, Samina Shaikh)
- j. O-2024-096 Ordinance Authorizing Execution of a Contract with Compass Minerals America Inc., for Road Salt (Trustee Bocek, James Warnstedt)
- k. O-2024-097 Ordinance approving an Special Use for a Child Home Daycare at 11 Chevy Chase Dr. (Trustee Weidenfeld, Nicole Woods)
- l. O-2024-098 Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF (Trustee Ottenheimer, Kathryn Golbach)
- m. R-2024-24 Resolution Approving Revised 2024 Pay Ranges (Trustee Ottenheimer, Kathryn Golbach)
- n. O-2024-099 Ordinance Authorizing the Disposal of Surplus Property (Trustee Bocek, Chris Black)
- o. R-2024-25 Resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes. (Clerk Sirabian, Dane Bragg)

9. Ordinances and Resolutions

- a. O-2024-0100 Ordinance Approving an Amendment to PUD and Unified Sign Package with Variations at The Clove, 210 -250 McHenry (Trustee Weidenfeld, Nicole Woods)
- b. O-2024-0101 Ordinance Authorizing an Amendment to an Intergovernmental Agreement with Lake County Relating to the Reconstruction of Arlington Heights Road (Trustee Stein, Kyle Johnson)
- c. O-2024-0102 Ordinance approving a special use for a Rivian Automotive Service Center at 909 Asbury Drive. (Trustee Weidenfeld, Nicole Woods)

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)(6) of the Illinois Open Meetings Act: the Setting of a Price for Sale or Lease of Property Owned by the Public Body.
- c. 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.

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: October 21, 2024

AGENDA ITEM 2.a.

Draft Minutes of the September 16, 2024 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the September 16, 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 - 09/16/2024 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, SEPTEMBER 16, 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, Stein, Bocek, and Weidenfeld. Trustee Ottenheimer was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; 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; Timothy Kirsininkas, Communications Coordinator; Kyle Johnson, Deputy Public Works Director/Village Engineer; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; Deputy Fire Chief Collins; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Bocek, seconded by Johnson, to approve the minutes of the August 19, 2024, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Ottenheimer
Motion declared carried.

Moved by Cesario, seconded by Johnson, to approve the minutes of the September 4, 2024, Special Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Ottenheimer
Motion declared carried.

WARRANT #1372

Mr. Black read Warrant #1372. Moved by Bocek, seconded by Cesario, to approve Warrant #1372 in the amount of \$5,880,763.25 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Ottenheimer
Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Ms. Gillespie provided a brief recap video highlighting **Buffalo Grove Days 2024**, thanking the volunteers, partnerships and everyone involved in making the event a success.

Trustee Johnson also thanked everyone involved in the event, specifically recognizing Molly Gillespie and Tim Kirsininkas for their hard work and dedication to the event and especially to the Buffalo Grove Days Parade, as well as thanking the volunteer parade marshals, emcee and judges who ensured the success of the parade. Trustee Johnson highlighted the dedication of the new pavilion which was a big hit and enjoyed by hundreds of

residents. Trustee Johnson also recognized and thanked every one of our staff members that spent hours working on this event, our Park District, our volunteers, our Rotary Club and our Chamber, all of whom were a part of making the event successful.

President Smith then asked each of our Parade Marshals, our Parade Judges and our emcee to come forward as he presented certificates of appreciation to them.

Finally, Parade Judges Jeff and Jane Berman noted how much work went into the event by staff and by all the participants in the parade. Judging was not easy, as all the participants did an outstanding job and the Bermans were honored to be chosen to pick out the best participants. They then presented the parade awards in the six categories to the selected recipients, who were congratulated by the audience and the Board.

Trustee Johnson read a Proclamation Recognizing **National Suicide Prevention Month** emphasizing that 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.

President Smith appointed Donald Schwartz to the **Planning & Zoning Commission**. Moved by Weidenfeld, seconded by Cesario, to concur with President Smith's appointment. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

President Smith noted several changes to the list of Board, Committee and Commission appointment list which will be corrected.

President Smith noted that he has received several comments praising the job that our **Public Works** crews have done with regard to the clean up after the recent storms that we have had, and he wanted to recognize and thank them for their prompt response.

VILLAGE MANAGER'S REPORT

Chief Kane reviewed an incident that occurred On August 14, 2024, where 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. Those Firefighters were Lieutenant Daniel Downey, Firefighter Phil Schroeder and Firefighter Kyle Ditthardt who were each awarded a **Unit Citation for Bravery** for their work aiding the Arlington Heights Fire Department as they were congratulated and thanked by the audience and the Board.

TRUSTEE REPORTS

The Village Clerk reminded everyone to be sure they are registered to vote in the upcoming **Election**.

The Village Clerk reviewed the upcoming **Civics Forum** and had the students present introduce themselves. These students will be conducting their own Village Board meeting next week on September 23, 2024.

Trustee Cesario reminded everyone that Buffalo Grove will be hosting a **Public Safety Open House** this coming Saturday at the Deerfield Road station, and he encouraged our residents to attend.

Trustee Johnson reminded residents of the **Farmer's Market** taking place every Sunday through October 13th from 8:00 A.M. to 12:30 P.M.

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. 2024-85 – Dengeos

Motion to pass Ordinance No. 2024-85 amending Title 5.20 Liquor Controls to reserve a Class A-1 Liquor License for Dengeos Inc. at 195 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 20, 2025.

Ordinance No. 2024-86 – Mike Rylko Park

Motion to pass Ordinance No. 2024-86 approving an Amendment to the Preliminary Plan and Special Use and a Zoning Variation at Mike Rylko Park, 1000 Buffalo Grove Road, to allow for the construction of a pump track and an accessory structure to exceed the maximum height allowed, subject to conditions in the proposed ordinance.

Ordinance No. 2024-87 – 450 McHenry Road

Motion to pass Ordinance No. 2024-87 approving a sign variation to install an Electronic Message Board Sign at 450 McHenry Road to allow an electronic message board sign for Culver's restaurant located at 340 McHenry Road, subject to the conditions in the proposed ordinance.

Resolution No. 2024-21 – Grant Award

Motion to pass Resolution No. 2024-21 approving Ratification of the ILAG Organized Retail Crime Grant Award approving 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.

Moved by Stein, seconded by Cesario, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows on the Consent Agenda:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

RESOLUTION NO. 2024-22 – BERNARD DRIVE WEST

Moved by Stein, seconded by Bocek, to pass Resolution No. 2024-22 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 in accordance with materials contained in Board packets and pending final review by the Village Attorney.

Mr. Johnson reviewed the proposed resolution, details of which are contained in the Agenda Item Summary that he prepared.

Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2024-88 – EMERGENCY LIGHTING

Moved by Bocek, seconded by Johnson, to approve Ordinance No. 2024-88 authorizing the purchase of emergency lighting installation services from MPC Communications & Lighting, Inc. in an amount not to exceed \$245,725.00.

Deputy Chief Spolar reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Ottenheimer
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 Cesario, seconded by Johnson, to move to Execution Session to discuss: **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 and 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 and 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.**

Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Ottenheimer
Motion declared carried.

The Board moved to Executive Session from 8:23 P.M. until 9:27 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Johnson, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried and the meeting was adjourned at 9:28 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF October 2024

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 2.b.

Draft Minutes of the September 23, 2024 Village Board Special Meeting (Civics Forum)

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the September 23, 2024 Village Board Special Meeting (Civics Forum).

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 - 09/23/2024 Special Meeting (Civics Forum)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON MONDAY, SEPTEMBER 23, 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: Mike Skibbe, Deputy Village Manager/Public Works Director; Chris Black, Director of Finance; Katie Golbach, Human Resources Director; Tyler Grace, Assistant Village Manager – Administrative Services; Nicole Woods, Community Development Director; Bryan Beitzel, Maintenance Superintendent; Molly Gillespie, Communications Director; Timothy Kirsininkas, Communications Coordinator; Fire Chief Kane; Deputy Fire Chief Collins; Police Chief Budds; Police Officer Baker; Police Officer Cholewa; and Police Dog Grady.

CIVICS FORUM

The Village Clerk reviewed the purpose and goal of the Civics Forum and summarized what the students have done to prepare for this meeting.

Buffalo Grove and Stevenson High Schools are represented this evening. The students were teamed up with department heads and elected officials. They were presented with proposal requests from several different departments. Each student department head presented their request before the student board, which were as follows:

- Portable Buffalo Grove Police ice cream trailer to be used at community events and functions in an effort to enhance our community outreach capabilities, details of which are contained in the memo from Investigator Kaiser, and Officers Baker and Cholewa to Deputy Chief Spolar.
- **The Buffalo Grove Fire Department requests \$2,000.00 to allow for the purchase of two styles of training simulators and associated accessories to allow for realistic training scenarios which will lead to better trained paramedics and increased survival rates in the field, further details of which may be found in the memo from Chief Kane and Deputy Chief Collins to Mr. Stilling.**
- The Public Works Department requests the purchase of a Geo Knight DK20S Swing-Away Heat Press from the Sign Outlet Store in the amount not to exceed \$2,000.00, as detailed in the memo from Mr. Beitzel to Mr. Bragg.
- Front Desk Signage – the Finance Department is requesting wayfinding lettering and signage for both the Finance and Community Development Departments to better serve the public when entering Village Hall. The lettering will be placed on the wall above the customer service counters in each department and the smaller floor signs will be used to depict what services can be received at each window. Details of this request may be found in the memo from Mr. Black to Mr. Bragg.
- Server Room Environmental Monitors - staff is requesting \$1,900 for the purchase of six heat and humidity sensors for deployment in the Village's auxiliary IT rooms, along with three visual/audible alerting systems for the Village's main server rooms. Details of this request are contained in the memo from Mr. Grace to Mr. Bragg.
- The Community Development and Communications and Engagement Departments are jointly requesting to purchase a drone with this year's Civics Forum funds so that they can capture images and videos to share with members of the community. The drone is a DJI Mini 4 Pro 4K HDR Folding Drone Quadcopter that comes with accessories. The purposes of this drone are further detailed in the memo from Ms. Woods and Ms. Gillespie to Mr. Bragg.

The student board discussed each of the requests, and ultimately voted for the purchase of two styles of training simulators and associated accessories to allow for realistic training scenarios which will lead to better trained

paramedics and increased survival rates in the field. The Buffalo Grove Fire Department responds to over 5,100 emergency calls annually. Most of these calls are EMS related. The EMS calls can range from slips and falls to car accidents to people getting injured working on machinery. These calls can all result in people getting scrapes or cuts which result in a loss of blood. Realistic training is the key to successfully handling these calls resulting in potentially dangerous blood loss. The training aids assist in the various treatment methods available resulting in successful patient care and a positive outcome in an emergency to allow for realistic training scenarios which will lead to better trained paramedics and increased survival rates in the field

The students were then presented with Certificates from the Village and thanked by the Board and the audience for their presentation of an outstanding program.

ADJOURNMENT

Moved by Johnson, seconded by Cesario, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:55 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF October 2024

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 2.c.

Draft Minutes of the October 7, 2024 Village Board Committee of the Whole Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the October 7, 2024 Village Board Committee of the Whole Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

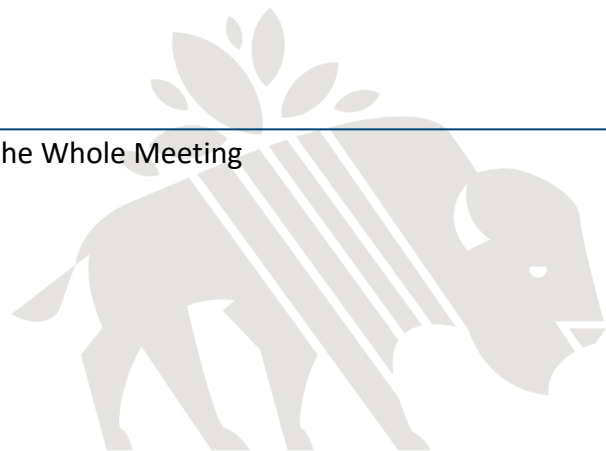
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Draft Minutes - 10/07/2024 Committee of the Whole Meeting



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY OCTOBER 7, 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; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager – Administrative Services; Chris Black, Finance Director; Katie Golbach, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Jim Warnstedt, Deputy Public Works Director; Kyle Johnson, Deputy Public Works Director/Village Engineer; Bryan Beitzel, Maintenance Superintendent; Police Chief Budds; and Fire Chief Kane.

The **Committee of the Whole Meeting** consisted of staff reports and Board discussion on the listed topics, with staff answering questions from the Board on each topic.

VILLAGE PRESIDENT’S REPORT

President Smith announced that our former Village Attorney, **William Raysa**, died recently, and he recalled the exceptional expertise that Mr. Raysa provided to Buffalo Grove during his tenure, which saw Buffalo Grove nearly quadruple in size. The Village Clerk also commented on what a privilege it was to work with Mr. Raysa for 40 years. The Board and the entire community send condolences to Bill’s family.

President Smith remembered the one-year anniversary of 10/07/24 Hamas terrorist attack on **Israel** and noted that we are all tasked to pray for peace in the Middle East. President Smith cited a vigil being held in Skokie tonight honoring the victims of that attack which was attended by his wife.

President Smith read a Proclamation recognizing November 7, 2024, as the **District 214 32nd Senior Celebration Day**.

FIRE BUDDY FOOD TRUCK

Firefighter Jake Senese provided an update on the Project Fire Buddies Food Truck event that was held this past July. This event engages our residents and builds our sense of community. FF Senese thanked Chief Kane and Deputy Chief Collins for their support.

PUBLIC WORKS REACCREDITATION PRESENTATION

Larry Hummel, Director of Region V of the American Public Works Association, presented the successful reaccreditation of our Public Works Department for 2024-2028. Buffalo Grove Public Works has been accredited since 2004 and is one of only 11 public works agencies so honored in the State of Illinois, reflecting our Public Works team's professionalism and commitment to continuous improvement and the pride they take in their ability to meet the needs of our residents promptly and effectively.

Mr. Skibbe expressed thanks and appreciation to Mr. Warnstedt and Mr. Johnson and every member of the Public Works Department for their dedication and hard work.

PRELIMINARY 2024 PROPERTY TAX LEVY

Referring to a PowerPoint presentation, Mr. Black reviewed the preliminary 2024 Property Tax Levy, details of which are contained in his memo to Mr. Bragg dated October 7, 2024, and after which he answered questions from the Board.

COMPREHENSIVE PLAN DRAFT PREVIEW

Using an extensive PowerPoint presentation, Ms. Woods reviewed a preview of the Comprehensive Plan Draft, details of which are contained in her memo to Mr. Bragg of October 7, 2024. Ms. Woods highlighted the process used to get to this point and what the vision is for the future, after which she answered questions from the Board.

QUESTIONS FROM THE AUDIENCE

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.

ADJOURNMENT

Moved by Ottenheimer, seconded by Johnson, to adjourn the meeting. Upon roll call vote, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:32 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF October 2024

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 3.a.

Approval of Warrant #1373

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1373 in the amount of \$6,952,140.36

Summary

Warrant #1373 in the amount of \$6,952,140.36

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. Summary Warrant 1373



VILLAGE OF BUFFALO GROVE WARRANT #1373
21-Oct-24

General Fund:	1,053,626.00
Parking Lot Fund:	374.70
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	1,789,612.68
Capital Projects-Vehicles/Equipment:	195,047.83
Capital Projects-Streets:	331,624.22
Retiree Health Savings (RHS):	50,121.83
Water Fund:	628,650.10
Buffalo Grove Golf Fund:	71,737.86
Arboretum Golf Fund:	102,714.47
Refuse Service Fund:	88,765.00
Information Technology Internal Service Fund:	168,899.87
Central Garage Internal Service Fund:	120,361.83
Building Maintenance Internal Service Fund:	121,447.96
	<u>4,723,459.35</u>
PAYROLL PERIOD ENDING 9/22/2024	1,100,736.59
PAYROLL PERIOD ENDING 10/06/2024	1,127,944.42
TOTAL WARRANT #1373	<u><u>6,952,140.36</u></u>

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: October 21, 2024

AGENDA ITEM 4.a.

Appointment of Deputy Village Clerk

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to appoint Samina Shaikh as Deputy Village Clerk

Summary

Chapter 2.12.020 of the Municipal Code provides that the "President, by and with the consent of the Board of Trustees, may appoint a Deputy Clerk or clerks." Staff recommends that the Village President appoint Samina Shaikh as Deputy Village Clerk and that the Board of Trustees consent to said appointment. A motion to concur with the Village President's appointment is recommended.

Strategic Alignment

Guiding Principle

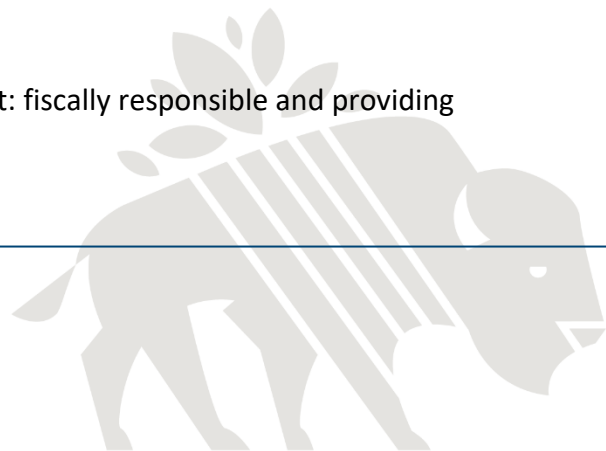
Principle 4: High Performing Village Team

Goal

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

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 4.b.

Recognition of the Buffalo Grove Community Pageant Program

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends presentation.

Recommended Motion

N/A

Summary

President Smith will recognize the Buffalo Grove Community Pageant Program

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 4.c.

Boards, Committee, Commission Appointments

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the appointment of Kate Jauregui to the Rick Kahen Commission for Residents with Disabilities.

Summary

Attached is an updated Board, Committee and Commission appointment list adding Kate Jauregui as a member of the Rick Kahen Commission for Residents with Disabilities.

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 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)
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Avi Samuels
- Amy Parker
- Gowri Magati
- Kate Jauregui*

Volunteers

- Donna Garfield

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Christopher Black
- Larry Stanley

Ethics Commission

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

* New appointment



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.a. O-2024-089

Ordinance Authorizing a Development Improvement Agreement with Projades for the Prairie Pointe Townhomes Development

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the Development Improvement Agreement with Projades LLC for the Prairie Point Townhomes development, subject to review and approval by the Village Attorney.

Summary

Recommendation

Staff recommends the Village Board approve the DIA for Prairie Point Townhomes located at 22771 Prairie Road, subject to review and approval by the Village Attorney once all information has been received.

Background

Projades LLC, the developers of Prairie Point Townhomes located at 22771 Prairie Road, are proposing seven townhomes be constructed on the parcel with all other associated improvements.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all of the utilities such as water main, and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

Engineering and legal staff at the Village are currently working with Projades LLC and their consultants to finalize all documentation necessary to approve the DIA. Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney once all information has been received.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Draft Ordinance - Praire Point DIA
2. DRAFT_DIA_Prairie Pt Townhomes_9-5-2024





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT WITH PROJADES LLC FOR THE PRAIRIE POINTE TOWNHOMES DEVELOPMENT

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

WHEREAS the Village seeks to enter into a Development Improvement Agreement (DIA) with Projades LLC ("Developer") for site improvements associated with the Prairie Point Townhomes Development.

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 Development Improvement Agreement is approved subject to 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

Prairie Pointe Townhomes

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 16th day of September 2024 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Projades LLC, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by Pearson, Brown, & Associates, Inc., who are registered professional engineers (the "Site Plan"), which Plans were conditionally approved by the Village pursuant to Ordinance No. 2024-69 and (ii) additional plans and specifications prepared by Construction & Geotechnical Material Testing, Inc. dated 11/30/2023 and (iii) additional plans and specifications prepared by Metz & Company dated 03/08/2024 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to insure the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines and services to be installed in

the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of two million, four hundred seventy seven thousand, two hundred thirty three and 0/100 Dollars (\$2,477,233.00), as further described in Paragraph 9 herein (the "Letter of Credit").

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B". Additionally, it is understood by the Developer that recapture fees are due as a part of this project and will be paid at the same time as the Review and Inspection Fee, all further specified in Exhibit "D".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village May assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or

employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Improvements. Upon completion of the Improvements herein provided for, as evidenced by the certificate or certificates of the Village President and Board of Trustees, the Village shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to serve as security for the obligations of the Developer as set forth in Paragraph 7 hereof. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality Mylar reproducible copies thereof to the Village to become the Village's property prior to acceptance of the Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as further described in Paragraph 9 hereof.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all roadways (to include curbs) set forth in the Plans that provide access to the

Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which roadways have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9.A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Improvements and the one-year maintenance of said Improvements after acceptance by the Village (Paragraph 7) shall be satisfied upon delivery to the Village of a Letter of Credit in favor of the Village in a form acceptable to the Village, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call said performance guarantee under such security solely for the purpose of payment for labor and materials supplied or to be supplied, by engineers, contractors, or subcontractors, to, or for the benefit of the Developer or the Village, as the case may be, under the provisions of this Agreement and the said Improvements for which payment is being made shall have been completed, or will be completed, in substantial accordance with the Plans.

C. The Village further hereby agrees that to the extent that the Developer causes the commitments of this Agreement to be completed, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, approximate the cost of completing all Improvements and paying unpaid contract balances for the completion of the Improvements referred to in this Agreement.

Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to a minimum fifteen (15%) percent retention until final acceptance by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount

equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen (15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of Credit for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of twenty-five thousand, twenty-two dollars (\$25,022.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of twenty-five thousand, twenty-two dollars (\$25,022.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date he received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit, or shall release the deposit within fifteen (15) days.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there

under, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the expiration of one (1) year from the acceptance of the Improvements referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

10. Any Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village between thirty-(30) days and forty-five (45) days in advance of termination or cancellation.

11. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

12. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the cash deposit described in Paragraph 9E.

13. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

14. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one year maintenance period, and upon

such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Annexation Approval Ordinance No. 2023-105 dated 08/21/2023 and Resolution No. 2024-16. dated 06/17/2024, and the obligations contained therein.

16. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

17. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Projades LLC
33 W. Higgins Rd
Suite 723-725
South Barrington, IL 60010

By: _____
Name: _____
Title: _____

Prairie Pointe Townhomes

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

A PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.50 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **22825 PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-21-200-032

PARCEL 2

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$, 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE OF THE NORTH EAST $\frac{1}{4}$, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **22771 PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-21-200-014

TOTA AREA = 185,831 SQ. FT. OR 4.266 ACRES

Prairie Pointe Townhomes

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Prairie Pointe Townhomes

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

- i. To be inserted upon approval of the Village Engineering and Village Attorney and prior to execution by the Village

(see following pages)

Prairie Pointe Townhomes

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2419

DATE: 6/12/2024

PRAIRIE ROAD TOWNHOMES

PLAN DATE: 6/5/2024

BUFFALO GROVE, ILLINOIS

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>SANITARY SEWER</u>				
8" PVC SDR 26 SANITARY SEWER	487	LF	\$40.00	\$19,480.00
8" PVC SDR 26 SANITARY SEWER (PRESSURE PIPE)	726	LF	\$46.00	\$33,396.00
DIRECTIONAL DRILL 8" SAN. (DRILL COST ONLY)	86	LF	\$250.00	\$21,500.00
SANITARY MANHOLE, COMPLETE	7	EA	\$3,300.00	\$23,100.00
SANITARY MANHOLE, CONSTRUCT ON-LINE, COMPLETE	1	EA	\$5,000.00	\$5,000.00
6" SANITARY SEWER SERVICES INCL GTBF	41	EA	\$1,600.00	\$65,600.00
CAST IRON VALVE BOXES FOR SERVICE CLEANOUTS IN DRIVEWAYS	18	EA	\$900.00	\$16,200.00
TELEWISE, AIR TEST & MANDREL SEWER	1213	LF	\$3.00	\$3,639.00
GRANULAR TRENCH BACKFILL	830	LF	\$45.00	\$37,350.00
TRAFFIC CONTROL & PROTECTION, COMPLETE	1	LS	\$3,000.00	\$3,000.00
RESTORATION	1	LS	\$4,000.00	\$4,000.00
TOTAL SANITARY SEWER				\$232,265.00
<u>WATER MAIN</u>				
8" DUCTILE IRON CL. 52 WATERMAIN	1495	LF	\$73.00	\$109,135.00
DIR. DRILL 8" WATER MAIN (DRILL COST ONLY)	76	LF	\$250.00	\$19,000.00
8" VALVE IN 4' DIA. VAULT	5	EA	\$4,300.00	\$21,500.00
1.5" SERVICE, COMPLETE INCL. GTBF	41	EA	\$1,800.00	\$73,800.00
FIRE HYDRANT, COMPLETE	5	EA	\$5,200.00	\$26,000.00
GRANULAR TRENCH BACKFILL	1205	LF	\$40.00	\$48,200.00
RESTORATION	1	LS	\$3,000.00	\$3,000.00
TRAFFIC CONTROL & PROTECTION, COMPLETE	1	LS	\$1,500.00	\$1,500.00
TOTAL WATER MAIN				\$302,135.00

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2419

DATE: 6/12/2024

PRAIRIE ROAD TOWNHOMES

PLAN DATE: 6/5/2024

BUFFALO GROVE, ILLINOIS

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>STORM SEWER (INCLUDING OFFSITE)</u>				
24" RCP STORM SEWER CL II, w/C-443 JOINTS	642	LF	\$52.00	\$33,384.00
18" RCP STORM SEWER CL III, w/C-443 JOINTS	632	LF	\$38.00	\$24,016.00
15" RCP STORM SEWER CL III, w/C-443 JOINTS	489	LF	\$35.00	\$17,115.00
12" RCP STORM SEWER CL IV, w/C-443 JOINTS	1,149	LF	\$31.00	\$35,619.00
TELEWISE STORM SEWER (12" AND LARGER)	2,912	LF	\$2.75	\$8,008.00
8" PVC SDR-26 YARD DRAIN COLLECTION STORM SEWER	389	LF	\$26.00	\$10,114.00
6" YARD DRAIN W/ PVC RISER, COMPLETE	17	EA	\$250.00	\$4,250.00
5' STORM CATCH BASIN, COMPLETE	3	EA	\$2,700.00	\$8,100.00
4' STORM CATCH BASIN, COMPLETE	17	EA	\$2,400.00	\$40,800.00
4' STORM MANHOLE, COMPLETE	4	EA	\$2,100.00	\$8,400.00
2' STORM INLET, COMPLETE	10	EA	\$1,300.00	\$13,000.00
6' DIA. OUTLET CONTROL STRUCTURE	1	EA	\$9,000.00	\$9,000.00
BYPASS SEWER CONFLICT MANHOLE	1	EA	\$6,500.00	\$6,500.00
CONNECT TO EXISTING MANHOLE	1	EA	\$2,400.00	\$2,400.00
24" FES COMPLETE, W/ RIP-RAP	2	EA	\$3,000.00	\$6,000.00
18" FES COMPLETE W/ RIP-RAP	2	EA	\$2,700.00	\$5,400.00
15" FES COMPLETE W/ RIP-RAP	1	EA	\$2,450.00	\$2,450.00
12" FES COMPLETE W/ RIP-RAP	2	EA	\$2,300.00	\$4,600.00
GRANULAR TRENCH BACKFILL	2340	LF	\$25.00	\$58,500.00
RESTORATION	1	LS	\$2,500.00	\$2,500.00
TRAFFIC CONTROL & PROTECTION	1	LS	\$1,500.00	\$1,500.00
TOTAL STORM SEWER				\$301,656.00

PEARSON, BROWN & ASSOCIATES, INC.

PRAIRIE ROAD TOWNHOMES
BUFFALO GROVE, ILLINOIS

JOB #: 2419
DATE: 6/12/2024
PLAN DATE: 6/5/2024

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>PAVING (ONSITE ONLY)</u>				
<u>Roadway and visitor parking pavement: (Individual unit driveway pavement excluded)</u>				
2" HMA SURFACE, MIX D, N-50	3,375	SY	\$13.00	\$43,875.00
2.5" HMA BINDER COURSE, MIX IL. 19, N-50	3,375	SY	\$15.00	\$50,625.00
9" AGGREGATE BASE COURSE, CA-6 COMPACTED	3,375	SY	\$13.00	\$43,875.00
B-6.12 CURB & GUTTER INCLUDING STONE BEDDING	2,685	LF	\$25.50	\$68,467.50
SIDEWALK (5" PCC w/5" CA-6 BEDDING)	8,650	SF	\$7.00	\$60,550.00
<u>NORTH BASIN TOP OF BERM WALKING PATH:</u>				
3" FA-21 LIMESTONE SCREENINGS	240	SY	\$14.00	\$3,360.00
5" COMPACTED CA-6 AGGREGATE BASE	240	SY	\$7.50	\$1,800.00
ADA DETECTABLE WARNING PANELS	140	SF	\$50.00	\$7,000.00
<u>PAVEMENT MARKINGS (onsite only)</u>				
WHITE PAINT	1	LS	\$1,500.00	\$1,500.00
TOTAL PAVING				\$281,052.50

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2419

DATE: 6/12/2024

PRAIRIE ROAD TOWNHOMES

PLAN DATE: 6/5/2024

BUFFALO GROVE, ILLINOIS

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>GRADING & EROSION CONTROL</u>				
TOPSOIL STRIP TO STOCKPILE	2420	CY	\$5.00	\$12,100.00
TOPSOIL STRIP TO NON-STRUCT. FILL	1200	CY	\$5.00	\$6,000.00
TOPSOIL RESPREAD	1400	CY	\$7.00	\$9,800.00
CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	1	EA	\$4,500.00	\$4,500.00
CLAY EXCAVATION TO STRUCT. FILL	6,000	CY	\$7.00	\$42,000.00
IMPORT CLAY AND PLACE	7,500	CY	\$40.00	\$300,000.00
UNSUITABLE MATERIALS EXCAVATED IN AND AROUND WETLANDS AND PLACED IN BORROW PITS UNDER PONDS	3,000	CY	\$15.00	\$45,000.00
RE-SUBGRADE ROADWAYS	3,500	SY	\$2.00	\$7,000.00
BACKFILL CURB	2,685	LF	\$1.50	\$4,027.50
RETAINING WALLS	5,930	FSF	\$28.00	\$166,040.00
CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	\$2,500.00	\$2,500.00
NAG S75 BLANKET AND SEED	1,300	SY	\$2.50	\$3,250.00
DEWATERING DEVICE	2	EA	\$1,200.00	\$2,400.00
SNOUTS (2) 18R AND 24R	1	LS	\$2,500.00	\$2,500.00
SILT FENCE	2,650	LF	\$2.60	\$6,890.00
DROP IN INLET PROTECTION	25	EA	\$350.00	\$8,750.00
TREE CLEARING inc. STUMPING (ALLOWANCE)	1	LS	\$30,000.00	\$30,000.00
TOTAL GRADING & EROSION CONTROL				\$652,757.50
<u>STREET LIGHTING & SIGNAGE</u>				
STREET LIGHTS COMPLETE	12	Each	\$5,500.00	\$66,000.00
CONDUITS AND CROSSINGS	1	LS	\$5,000.00	\$5,000.00
STREET SIGNS	1	LS	\$1,250.00	\$1,250.00
TOTAL STREET LIGHTING & SIGNAGE				\$72,250.00

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2419
DATE: 6/12/2024

PRAIRIE ROAD TOWNHOMES
BUFFALO GROVE, ILLINOIS

PLAN DATE: 6/5/2024

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>RECAPITULATION</u>				
SANITARY SEWER				\$232,265.00
WATER MAIN				\$302,135.00
STORM SEWER (INCLUDING OFFSITE)				\$301,656.00
PAVING				\$281,052.50
GRADING & EROSION CONTROL				\$652,757.50
STREET LIGHTING & SIGNAGE				\$72,250.00
TOTAL				<u>\$1,842,116.00</u>

NOTE:

ITEMS NOT SPECIFICALLY SHOWN IN THIS DOCUMENT ARE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE FOR THE BID ITEMS LISTED ABOVE. THIS DOCUMENT IS BASED ON TH ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: DEMOLITION, LANDSCAPING, ENGINEERING FEES, TAP ON FEES, PERMITS, DEWATERING, TIGHT SHEETING, ANY WET OR DRY UTILITY RELOCATION NOT SPECIFICALLY MENTIONED ABOVE.

N. Prairie Road Improvements - County Highway #59

Date: 06/12/2024

OPINION OF PROBABLE COST

Plans Dated: 06/12/2024

Item#	Code Number	Item	Quantity	Unit	Unit Price	Amount
1	20200100	Earth Excavation (Widening) incl. gravel shoulder removal	345	c.y.	\$ 6.50	\$ 2,242.50
2	Z0062002	Saw-Cut Existing Edge	475	l.f.	\$ 7.00	\$ 3,325.00
3	44004250	Paved Shoulder Removal	100	s.y.	\$ 8.00	\$ 800.00
4	X0325425	Remove and Reset Power Pole	1	each	\$35,000.00	\$ 35,000.00
5	44000500	Combination Curb and Gutter Removal at ADA ramp	10	l.f.	\$ 14.00	\$ 140.00
6	44000100	Existing Pavement Removal, Full Depth	185	s.y.	\$ 12.00	\$ 2,220.00
7	44000100	Existing Pavement Removal, Mill 2"	610	s.y.	\$ 6.00	\$ 3,660.00
8	44213100	Geotechnical Fabric	540	s.y.	\$ 3.00	\$ 1,620.00
9	30300112	12" Aggregate Subgrade, Type (A)	475	s.y.	\$ 15.00	\$ 7,125.00
10	40603080	7.5" Hot Mix Asphalt Binder Course, N 50 Mix IL.19	196	tons	\$ 80.00	\$ 15,680.00
11	40604010	2" Hot Mix Asphalt Surface, N 50 Mix D	125	tons	\$ 90.00	\$ 11,250.00
12	48100500	6" Aggregate Shoulder (4' Wide)	195	s.y.	\$ 7.50	\$ 1,462.50
13	60605000	Combination Conc. Curb & Gutter B-6.24	48	l.f.	\$ 47.00	\$ 2,256.00
14	60603800	Combination Conc. Curb & Gutter B-6.12	285	l.f.	\$ 34.00	\$ 9,690.00
15	60108104	Pipe Underdrains, 4"	333	l.f.	\$ 10.00	\$ 3,330.00
16	78000100	Thermoplastic Pavement Marking Letters and Symbols	73	s.f.	\$ 6.00	\$ 438.00
17	78000200	Thermoplastic Pavement Marking Line-4" Yellow	675	l.f.	\$ 1.80	\$ 1,215.00
18	78000400	Thermoplastic Pavement Marking Line-6" White	675	l.f.	\$ 2.20	\$ 1,485.00
19	78000300	Thermoplastic Pavement Marking Line-5" White - Edge Lines	405	l.f.	\$ 2.00	\$ 810.00
20	70800600	Thermoplastic Pavement Marking Line-12" Yellow Diagonal	58	l.f.	\$ 5.25	\$ 304.50
21	X2800001	Imprinted Thermoplastic Crosswalk	26	SY	\$ 54.00	\$ 1,404.00
22	Z004522	Hot Mix Asphalt Driveway Pavement, 6"	45	SY	\$ 50.00	\$ 2,250.00
23	X0326144	2' x 3' 35' Radius Detectable Warning Tactile Plate	1	each	\$ 240.00	\$ 240.00
24	X5015225	Pipe Culvert Removal (Special)	212	l.f.	\$ 12.00	\$ 2,544.00
25	X6024505	Inlet to be reconstructed, salvage frame and grate	1	each	\$ 1,000.00	\$ 1,000.00
26	60200805	Catch Basins, Type A, 4' Dia., Type 8 Grate	2	each	\$ 2,250.00	\$ 4,500.00
27	60204505	Catch Basins, Type A, 5' Dia., Type 8 Grate	2	each	\$ 3,500.00	\$ 7,000.00
28	60236200	2' Inlet, Type 8 Grate	1	each	\$ 1,300.00	\$ 1,300.00

N. Prairie Road Improvements - County Highway #59
 OPINION OF PROBABLE COST

Date: 06/12/2024
 Plans Dated: 06/12/2024

Item#	Code Number	Item	Quantity	Unit	Unit Price	Amount
29	550A0050	12" RCP Storm Sewer	320	Lf.	\$ 32.00	\$ 10,240.00
30	55A0120	24" RCP Storm Sewer	157	Lf.	\$ 47.00	\$ 7,379.00
31	20800150	Trench Backfill	45	c.y.	\$ 19.00	\$ 855.00
32	X0120012	PVC Watermain 8" Dir. Drilled	76	Lf.	\$ 250.00	\$ 19,000.00
33	X0120219	Install DIP 8" Watermain	16	Lf.	\$ 70.00	\$ 1,120.00
34	X0100013	Trench Backfill - Watermain	20	c.y.	\$ 19.00	\$ 380.00
35	*X0120012	PVC Sanitary Sewer 8" Dir. Drilled (san is w/m pressure pipe)	86	Lf.	\$ 250.00	\$ 21,500.00
36	Z0056900	8" Sanitary Sewer	6	Lf.	\$ 70.00	\$ 420.00
37	20800150	Trench Backfill - Sanitary	6	c.y.	\$ 19.00	\$ 114.00
38	44201749	Class D Pavement Patch, Type 1, 9-inch	20	s.y.	\$ 50.00	\$ 1,000.00
39	21101615	Furnish 4" Topsoil	1,150	SY	\$ 15.00	\$ 17,250.00
40	25100630	Erosion Blanket	1,150	SY	\$ 3.25	\$ 3,737.50
41	25000210	Seeding Class 2A	0.24	AC	\$ 4,000.00	\$ 960.00
42	28000305	Temporary Ditch Check	30	Lf.	\$ 20.00	\$ 600.00
43	28000510	Temporary Inlet Filters	6	each	\$ 150.00	\$ 900.00
44	X7240505	Relocate sign, special	3	each	\$ 200.00	\$ 600.00
45	70100100	Traffic Control and Protection	1	LS	\$ 6,000.00	\$ 6,000.00
SUBTOTAL						\$ 216,347.00
Engineering Inspection & Supervision @ 1%						\$ 36,778.99
TOTAL						\$ 253,125.99
Bond Amount (110%)						\$ 278,438.59
Rounded to the nearest hundred						\$ 278,439.00

NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST.



Prairie Pt Townhomes

EOPC	\$	2,120,555.00		
10% contingency	\$	2,332,610.50		
108%	\$	2,502,255.00	LOC amount	
Engineering Review Fee	\$	74,220.00		
Cash Deposit	\$	25,022.00	or \$5,000 Minimum	\$—5,000.00
LOC Amount	\$	2,477,233.00		

Final LOC

Final Cash Deposit

Recapture Costs

Prairie Point Townhomes

October 2024 Payment

4.266

acres

Ord. No.	Principal	Interest	Collection Charge	Total
79-53 (Standard Pacific)	\$ 54.22	\$ 736.91	\$ 39.56	\$ 830.68
79-53 (Village)	\$ 156.14	\$ 3,747.03	\$ 195.16	\$ 4,098.32
85-07 (Standard Pacific)	\$ 78.96	\$ 1,451.56	\$ 76.53	\$ 1,607.05
85-07 (Village)	\$ 92.70	\$ 1,706.30	\$ 89.95	\$ 1,888.95
85-16 (Lexington)	\$ 198.84	\$ 436.45	-	\$ 635.29
85-65 (Lexington)	\$ 199.56	\$ 434.05	-	\$ 633.61
85-67 (Lexington)	\$ 208.35	\$ 444.83	-	\$ 653.18
85-77 (Village)	\$ 210.87	\$ 502.92	\$ 35.69	\$ 749.48
Total Amount Due	\$ 1,199.64	\$ 9,460.04	\$ 436.88	\$ 11,096.57



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.b. O-2024-090

Ordinance Authorizing Execution of an Agreement with Lauterbach and Amen, LLP for Audit Services

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of audit services from Lauterbach and Amen, LLP in an amount not to exceed \$109,410.00 for the initial three-year term of the agreement.

Summary

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Lauterbach and Amen, LLP for audit services in an amount not to exceed \$109,410.00 for the initial three-year term of the contract, pending final review and approval by the Village Attorney.

BACKGROUND

The current audit services contract will expire in October 2024 and as a matter of course, staff went to market for these services. The auditor is responsible for performing an audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Staff posted the Audit Services RFP on the Village website and in the newspaper. While 5 audit firms downloaded the RFP only two responded. The respondents were Lauterbach & Amen and Sikich. An RFP evaluation team made up of members from the Finance Department evaluated the two responses. After evaluations were completed, staff opened the pricing from each of the competing firms and compiled the attached response in the Evaluation matrix summary which is attached. Based on the established criteria and as shown in the attached evaluation

summary, the evaluation committee unanimously recommended Lauterbach and Amen. The primary drivers in this decision were cost and contract acceptance. Lauterbach, the current service provider, has provided excellent service and will change the partner and some of their audit team to bring new perspectives to the village's annual audit engagement.

FINANCIAL IMPACT

Lauterbach and Amen's pricing includes optional services for a single audit as well as a TIF report. Staff does not believe the single audit report will be required at this time but will include the TIF report in the recommended award amount.

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 - Audit Services
2. AS Scoring 2024
3. Contract - Audit Services 2024- Final





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LAUTERBACH AND AMEN, LLP FOR AUDIT 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 Lauterbach and Amen, LLP for Audit services in an amount not to exceed \$109,410.00 for the initial three-year term of the agreement, 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

SCORE/RANKING RESULTS
SPONSORING DEPARTMENT:
REQUEST FOR PROPOSAL NO: VoBG-2024-21
TITLE/DESCRIPTION:
Maximum Rating Points

Office of the Village Manager
AUDIT SERVICES

30	20	20	5		25	100
Services & Qualifications	References	Resumes	Affiliations & Accreditations		Cost	Total

Category
Name of Applicant Firms

1	Lauterbach & Amen	28.00	20.00	19.67	4.00	71.67	25.00	96.67
2	Sikich	25.67	19.33	18.67	4.33	68.00	20.00	88.00

APPENDIX A.
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
AUDIT SERVICES

THIS AGREEMENT is dated as of the 22nd day of October, 2024 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Accountant/Firm identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. ACCOUNTANT/FIRM.

A. Engagement of Accountant/Firm. The Village desires to engage the Accountant/Firm Identified below to provide all necessary professional financial audit services and to perform the work in connection with the project identified below:

Company: Lauterbach & Amen LLP
("Accountant/Firm") Street: 668 N. River Road
Village, State, Zip: Naperville, IL 60563
Telephone: 630-393-1483
Email: jwilkey@lauterbachamen.com

B. Project Description. The Accountant/Firm shall provide Audit Services for the Village of Buffalo Grove.

C. Representations of Accountant/Firm. The Accountant/Firm has submitted to the Village a description of the services to be provided by the Accountant/Firm, a copy of which is attached as Exhibit B to this Agreement ("Services"). The Accountant/Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Accountant/Firm.** The Village retains the Accountant/Firm to perform, and the Accountant/Firm agrees to perform, the Services.
- B. **Services.** The Accountant/Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Accountant/Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Accountant/Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Accountant/Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Accountant/Firm shall be paid as provided in Exhibit A. The Accountant/Firm shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Accountant/Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Accountant/Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Accountant/Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Accountant/Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** if the Accountant/Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Accountant/Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Accountant/Firm, the Accountant/Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Accountant/Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must 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. In any case the price revisions for any Term shall not exceed the CPI-All Urban Consumers, Chicago or 3% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B shall be primarily responsible for carrying out the Services on behalf of the Accountant/Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Accountant/Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Accountant/Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Accountant/Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Accountant/Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Accountant/Firm shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Accountant/Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Accountant/Firm. For purposes of this Agreement, the term "Accountant/Firm" shall be deemed also to refer to all subcontractors of the Accountant/Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Accountant/Firm shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Accountant/Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Accountant/Firm from a source other than the Village prior to the time of disclosure of said information to the Accountant/Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Accountant/Firm or the Village; or (iv) to have been supplied to the Accountant/Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Accountant/Firm.** The Accountant/Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Accountant/Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Accountant/Firm shall use reasonable measures at least as strict as those the Accountant/Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Accountant/Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Accountant/Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** The Accountant/Firm shall, without regard to the availability or unavailability of any insurance, either of the Village or the Accountant/Firm, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and Accountants against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including Accountants' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Accountant/Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Accountant/Firm, except to the extent caused by the sole negligence of the Village.
- C. **Insurance.** Contemporaneous with the Accountant/Firm's execution of this Agreement, the Accountant/Firm shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement. For good cause shown, the Village Manager("Manager") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Accountant/Firm shall, at all times during the term of this Agreement, maintain and keep in force, at the Accountant/Firm's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- D. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Accountant/Firm as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Accountant/Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Accountant/Firm; or (ii) to create any relationship between the Village and any subcontractor of the Accountant/Firm.

- B. **Conflict of Interest.** The Accountant/Firm represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Accountant/Firm or this Agreement; (2) as of the date of this Agreement neither the Accountant/Firm nor any person employed or associated with the Accountant/Firm has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Accountant/Firm nor any person employed by or associated with the Accountant/Firm shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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

- D. **Sexual Harassment Policy.** The Accountant/Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Accountant/Firm. In the event that this Agreement is so terminated, the Accountant/Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for three (3) years with three (3) possible one (1) year extensions from the date of award. At the end of any term, the Village reserves the right to extend this Agreement for a period of up to ninety (90) calendar days for the purpose of securing a new Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

- H. **Default.** if it should appear at any time that the Accountant/Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Accountant/Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Accountant/Firm.** The Village may require the Accountant/Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Accountant/Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Accountant/Firm, any and all costs, including Accountants' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Accountant/Firm or as a result of actions taken by the Village in response to any Event of Default by the Accountant/Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Accountant/Firm or with any vendor solicited or recommended by the Accountant/Firm.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Accountant/Firm to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Accountant/Firm, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Accountant/Firm in the performance of the Services, including meeting with the Accountant/Firm and providing the Accountant/Firm with such non- confidential information that the Village may have that may be relevant and helpful to the Accountant/Firm's performance of the Services. The Accountant/Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Accountant/Firms engaged by the Village.
- L. **News Releases.** The Accountant/Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Manager.
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Accountant/Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Accountant/Firm shall cause the Documents to be promptly delivered to the Village.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Accountant/Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: pbrankin@schainbanks.com

Notices and communications to the Accountant/Firm shall be addressed to, and delivered at, the following address:

Firm: ("Accountant/Firm") Lauterbach & Amen LLP

Street: 668 N. River Road
 Village, State, Zip: Naperville, IL 60563
 Attention: Jamie Wilkey
 Email: jwilkey@lauterbachamen.com

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Accountant/Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Accountant/Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A, Exhibit B, and Exhibit C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- O. **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.
- P. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Q. Freedom of Information. Accountant/Firm agrees to furnish all documentation related to this Agreement 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 Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable Accountant'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 Accountant/Firm's, actual or alleged violation of the FOIA or Accountant/Firm's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request. Furthermore, should Accountant/Firm request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Accountant/Firm agrees to pay all costs connected therewith (such as reasonable Accountants' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Accountant General or a court of competent jurisdiction. Accountant/Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable Accountants' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Accountant/Firm's request to utilize a lawful exemption to the Village.

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 have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____

Dane Bragg, Village Manager

Date: _____

Firm: Lauterbach & Amen LLP

By: _____

Title: _____

Date: _____

Exhibit A.
Agreed Upon Pricing Structure

Attach Schedule of Prices

SCHEDULE OF PRICES

Total Annual Cost

The Schedule of Prices should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The Total Annual Cost to be provided is to contain all direct and indirect costs including all out-of-pocket expenses.

Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The first and second pages of the Schedule of Prices should include a Schedule of Professional Fees and Expenses that supports the Total Annual Cost.

Rates for Additional Professional Services

If it should become necessary for Village to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Village and the firm. Any such additional work agreed to between Village and the firm shall be performed at the Quoted Rates set forth in the Schedule of Professional Fees and Expenses as shown below.

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement. Interim billing shall cover a period of not less than a calendar month. Payment shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

Schedule of Professional Fees and Expenses for FY 2024 Audit

<u>Personnel</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Quoted Rate</u>	<u>Total</u>
Partners	40	\$180	\$170	\$6,800
Managers	60	\$160	\$150	\$9,000
Supervisory Staff	95	\$120	\$110	\$10,450
Staff	90	\$100	\$90	\$8,100
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Total Annual Cost	285			\$34,350

SCHEDULE OF PRICES

Schedule of Professional Fees and Expenses for FY 2025 Audit

<u>Personnel</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Quoted Rate</u>	<u>Total</u>
Partners	40	\$187	\$177	\$7,072
Managers	60	\$166	\$156	\$9,360
Supervisory Staff	95	\$125	\$114	\$10,869
Staff	90	\$104	\$94	\$8,424
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Total Annual Cost	285			\$35,725

Schedule of Professional Fees and Expenses for FY 2026 Audit

<u>Personnel</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Quoted Rate</u>	<u>Total</u>
Partners	40	\$195	\$184	\$7,355
Managers	60	\$173	\$162	\$9,734
Supervisory Staff	95	\$130	\$119	\$11,305
Staff	90	\$108	\$97	\$8,761
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Other : _____	N/A	\$N/A	\$N/A	\$N/A
Total Annual Cost	285			\$37,155

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SCHEDULE OF PRICES

Audit Services

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF ACCOUNTANT/FIRM: Lauterbach & Amen, LLP

The undersigned, declares that it has carefully examined the Scope of Services, the Audit Services RFP, and all other documents referred to or mentioned in the Professional Services Agreement and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Professional Services Agreement attached, to complete the Work titled "Audit Services", and that it will take in full payment therefore the sums set forth in the Schedule of Prices.

Audit Total Annual Cost

Category	FY 2024	FY 2025	FY 2026
ACFR and Management Letter	\$34,250	\$35,725	\$37,155
(Optional) Single Audit*	\$4,500	\$4,700	\$4,900
(Optional) TIF Report**	\$365	\$380	\$395
Total Cost	\$ 39,215	\$ 40,805	\$ 42,450

* The Single Audit fee is for one major program. An additional \$1,500 per additional program required to be tested as major.

** Per TIF Report

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 3%, whichever is less, for all possible agreement extensions?

(Please initial) Yes X No If **No**, then provide with your submittal proposed escalation language.

September 10, 2024
Date

630.393.1483
Phone


(Sign here)

ramen@lauterbachamen.com
E-mail

Ronald J. Amen, Partner
(Print Name)

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**Exhibit B.
("Services")**

Attach RFP Response documents

SCOPE OF SERVICES REQUESTED

I. SERVICES

A. General

The Village is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending December 31, 2024, December 31, 2025, and December 31, 2026, with the option to audit the Village's financial statements for each of the three subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The Village desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The auditor is not required to audit the supporting schedules contained in the annual comprehensive financial report. However, the auditor is to provide an "in-relation- to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The auditor is responsible for expressing an opinion on management's assertion that the Village complied with the requirements of subsection (q) of Illinois Compiled Statutes 65 (ILCS) 5/11-74.43 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. Ten copies of the Annual Comprehensive Financial Report (ACFR) along with an electronic (PDF) version of the report. The auditor shall provide a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. Ten copies of the Management Letter containing appropriate suggestions for improvement of accounting procedures and internal controls for the Village's consideration along with an electronic (PDF) version of the report. This letter should contain comments and recommendations for controlling any internal weaknesses discovered and shall be reviewed by the Village before finalizing.
3. The Annual Financial Report that must be filed with the State of Illinois shall be prepared and filed by the auditor with two (2) copies provided to the Village.
4. (Option) If requested, Five copies of the Single Audit Report along with an electronic (PDF) version of the report. The auditor shall provide:
 - (1) A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
 - (2) A report on compliance and internal control over financial reporting based on an audit of the financial statements
 - (3) A report on compliance and internal control over compliance applicable to each major federal program.
5. (Option) If requested, Five copies of a report on the fair presentation of the financial statements of any future Tax Increment Financing (TIF) Districts in conformity with generally accepted accounting principles and compliance with the Illinois Tax Increment Redevelopment Allocation Act along with an electronic (PDF) version of the report.

E. Special Considerations

1. The Village will send its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The auditor will be required to provide general assistance to the Village to meet the requirements of that program.
2. The Village will rely heavily on the auditors for assistance in the implementation of GASB Statements in the annual audit and the related footnote disclosures.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Village of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the Village or their designees.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

II. DESCRIPTION OF THE GOVERNMENT

A. Principal Contact Person

The auditor's principal contact with the Village will be Chris Black, Director of Finance and General Services, or a designated representative, who will coordinate the assistance to be provided by the Village to the auditor.

B. Background Information

The Village of Buffalo Grove is a home-rule municipality incorporated in 1956 under the laws of the State of Illinois and operates under the Council/Manager form of government. The Village offers a full range of municipal services, as set by the Village Board, which include:

General administration	Maintenance of public roadways, urban forest, and infrastructure
Planning and zoning	Water and sewer services
Building inspection	Police & Fire protection
Recreation – golf courses	

The Village of Buffalo Grove has approximately 218 full-time and 38 part-time employees and an annual operating budget of \$77.6 million.

Buffalo Grove and three other communities have formed the Northwest Water Commission (NWWC) to construct and operate a water supply system to obtain and transmit treated potable water drawn from Lake Michigan to the water systems of the member municipalities. The NWWC is reported as a proprietary joint venture.

Buffalo Grove and twenty-two other communities have formed the Solid Waste Agency of Northern Cook County (SWANCC) to construct and operate a solid waste disposal system to serve the member municipalities. The SWANCC is reported as a proprietary joint venture.

The Village administers a Police Pension Fund and a Firefighters' Pension Fund to provide retirement benefits for its sworn police officers and firefighters. These Funds are reported as pension trust funds.

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Buffalo Grove for its comprehensive annual financial report for the fiscal year ended December 31, 2022, as well as for the forty previous years. The report for the year ended December 31, 2023, has been submitted for evaluation and it is our intention to continue participation in this program.

The Village is organized into 6 departments. The accounting and financial reporting functions of the Village are centralized.

More detailed information on the government and its finances can be found in the Annual Budget Document and the Annual Comprehensive Financial Report, which are available on the Village's website: www.vbg.org.

C. Fund Structure

The Village uses the following fund types and account groups in its financial reporting:

<u>Fund Type/ Account Group</u>	<u>Number of Individual Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General	1	1
Special Revenue	5	5
Debt Service	1	1
Capital Projects	3	3
Enterprise	4	4
Internal Service	3	3
Pension Trust	2	2
Agency	1	N/A

D. Budgetary Basis of Accounting

The Village prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Awards

The Village is a direct recipient of several minor public safety grants. The Village will annually need to evaluate the need to complete a Single Audit report.

F. Pension Plans

The Village participates in the following pension plans:

Illinois Municipal Retirement	Defined Benefit-Agent-Multiple Employer
Police Pension	Defined Benefit-Single Employer
Firefighters' Pension	Defined Benefit-Single Employer

Lauterbach & Amen provides actuarial services for the Police and Firefighters' Pension Plans.

G. Component Units

The Village is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, component units are not included in the Village's financial statements.

H. Computer Systems

The Village's financial accounting software vendor is currently New World Systems LOGOS. However, during the course of the audit contract, the Village may implement new financial software.

III. TIME REQUIREMENTS**A. Date Audit May Commence**

The Village will have all records ready for audit and all management personnel available to meet with the firm's personnel as of April 1, 2025, except for Police and Fire Pension valuations, which should be ready by the end of March.

B. Schedule for future Fiscal Year Audits

A similar time schedule will be developed for audits of future fiscal years. The auditor should complete each of the following no later than the dates indicated.

1. Interim Work

The auditor shall complete interim work by December 31.

2. Detailed Audit Plan

The auditor shall provide the Village with both a detailed audit plan and a list of all schedules to be prepared by the Village by December 31.

3. Fieldwork

The auditor shall complete all fieldwork by **April 18, 2025**.

4. Draft Reports

- a. The auditors shall provide draft reports (Comprehensive Annual Financial Report and Tax Increment Financing Report) to the Village by May 10.
- b. The Village shall have any required corrections to the drafts of the audit report[s], management discussion and analysis and statistical section to auditors for review no later than May 24.
- c. The auditor shall provide a final draft report to the Village by June 1.
- d. It is expected that the final draft report will be submitted to compliance/second partner review. The auditor shall have any final corrections resulting from this review to the Village by June 1.

5. Final Report Due Date

The final signed reports as noted in Section II D shall be delivered to the Director of Finance & General Services no later than June 7.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**A. Finance Department and Clerical Assistance**

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The Village will prepare any necessary confirmations.

In an effort to contain audit costs, the Village has historically prepared as many audit worksheets and schedules as is practical.

B. Work Area, Telephones, Photocopying and FAX Machines

The Village will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to WiFi, telephone, photocopying and FAX machines.

C. Report Preparation

The Village will prepare the trial balance and reconciliations. financial statements. The auditor will be responsible for preparation of, review and analysis of the financial statements and the audit opinions.

The auditors will print the required hard copy reports as stated in Section I, item D. and provide pdf copies of those reports, as well.

V. ACCOUNTANT'S INSURANCE – See Exhibit C.



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

DUE DATE:

September 10, 2024

SERVICE PROPOSAL

AUDIT SERVICES

PREPARED FOR:

Village of Buffalo Grove

FOR THE YEARS ENDING:

December 31, 2024, 2025 and 2026



SUBMITTED BY:

Ronald J. Amen, Partner
ramen@lauterbachamen.com

Jamie L. Wilkey, Partner
jwilkey@lauterbachamen.com

668 N. River Road
Naperville, Illinois 60563
Phone: 630.393.1483
Fax: 630.393.2516



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September 10, 2024

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

Lauterbach & Amen, LLP (L&A) is pleased to respond to your request to provide auditing services to the Village of Buffalo Grove (Village).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service, as well as an outline of our audit approach and scope of the audit process. L&A is a Firm nearly entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our 13 partners share a combined 250+ years of exclusive government experience, with past experience in nonprofit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the Village. L&A possesses the resources and drive to continually exceed your expectations.

At L&A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a Firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service Firm. L&A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients, with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L&A we continually strive to distinguish ourselves from other service firms by emphasizing our core values:

RESPECT

Our firm respects the ideas, contributions, and hard work of our valued clients and team members, fostering an exceptional professional environment.

- L&A provides thoughtful responses to client questions and needs, striving for personalized relationships.
- L&A understands clients' limited time and efficiently plans and conducts audits to ensure quality results.
- L&A accommodates client scheduling needs related to the audit process, meeting or beating deadlines.
- L&A communicates with management throughout the year, including reviewing engagement progress and presenting audit results.
- L&A dedicates the right resources so we can listen, customize our audits, and meet professional expectations.

BALANCE

Our leadership believes in the importance of work-life balance. We believe our team is best equipped to deliver outstanding service to our clients when they embrace a healthy, sustainable, balanced lifestyle.

- L&A cultivates an environment with high communication between team members and leadership, listening and responding to our team.
- L&A embraces a give-back culture shared by our charitable team. We promote volunteering time, resources and talents to deserving nonprofits through fundraisers, donation drives, and more.
- L&A maintains a generous, holistic employment package recognizing that a well-balanced team provides the best client service.



TEAMWORK

We know that collaboration is the key to success. We foster an environment that encourages teamwork to ensure our clients experience the best service.

- L&A maintains a highly professional team, with extensive local government knowledge. We broaden their knowledge through in-house training, involvement in local government organizations, and formal Continuing Professional Education.
- L&A maintains a program of continuity for multi-year engagements, including minimal audit team rotation to ensure a productive and efficient audit team year over year.
- L&A identifies and communicates opportunities for improved, more efficient financial or procedural operations, recognizing the audit as a team effort.
- L&A continually educates clients and team members on new pronouncements, financial statements, accounting and finance efficiencies, best practices, and complex compliance requirements. We believe a well-educated team is the best approach.

PASSION

We are proud that every member of our team truly believes in the services we provide and the value they bring to our clients.

- L&A provides audit and financial services to over 600 local governments and pension services to over 600 public pension funds annually.
- L&A possesses exclusive local government expertise, evidenced by our exemplary client retention rate for the Certificate of Achievement for Excellence in Financial Reporting. Our passion lands us among the top ten GFOA national firms.
- L&A strives to continually lead the governmental accounting industry, assisting clients in implementing complex new compliance requirements through one-on-one help and extensive training.
- L&A customizes our audit approach focusing on significant client risks, leveraging our government expertise and knowledge of complex issues.
- L&A has formed alliances with industry service providers in HR, tax, IT and legal to provide the highest service levels to clients, within audit independence standards.

We are very excited about the opportunity to continue to serve the Village and are committed to providing the Village with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. This proposal is a firm and irrevocable offer for 90 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

Ronald J. Amen
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Partner
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FIRM PROFILE

Lauterbach & Amen, LLP (L&A) provides clients with unparalleled service from an experienced team of knowledgeable professionals who double as valuable management resources.

L&A is based in the Chicagoland area, with clients based in nearly all 50 states. Founded in 1997 by Sherry Lauterbach and Ron Amen, L&A provides clients with accurate, timely and personalized services that combine large-firm capabilities with small-firm values. Through the years, our services have evolved to meet the growing demands of our clients in the governmental, nonprofit and private sectors.

OUR SERVICES



Audit
Services



Actuarial
Services



Client Accounting
& Advisory Services



Pension Administration
Services



Tax
Services

OUR TEAM

13 Partners
50+ Managers
140+ Staff



OUR INDUSTRIES

Government
Private Sector
Nonprofit



L&A was once again named among the top 200 largest public accounting firms in Inside Public Accounting's prestigious annual list of leading firms.





FIRM PROFILE

Firm Philosophy

We are fully dedicated to our specialized industries, focusing extensive resources in the governmental and nonprofit sectors. Our comprehensive expertise enables us to help clients proactively anticipate and adapt to changes in their operational landscape. The value of our services extends beyond executing efficient engagements; it encompasses a profound understanding of pivotal issues impacting our clients.

Drawing from our extensive experience in local government, we have successfully served numerous entities, including municipalities, park districts, libraries, special districts, school districts, pension funds, joint ventures, and various governmental organizations. A partial list of such entities is provided as references, and we encourage you to reach out to any or all of them for insights into our qualifications and the quality of our service. In addition, we have included current client references to underscore our ongoing commitment and expertise in the industries we serve.

Close Working Relationship with Management

Fostering a continuous and collaborative partnership with management throughout the year is the optimal way to leverage our depth of knowledge for the benefit of our clients. This approach facilitates the prompt resolution of inquiries as they arise, rather than after the fact. By comprehensively understanding each client's activities and maintaining a close working relationship with management, L&A is well-positioned to respond effectively and proactively initiate programs that enhance operational efficiency, leading to a more successful engagement.

We deem it crucial to uphold open lines of communication year-round. To achieve this, we employ both formal means such as meetings and newsletters and informal channels like telephone calls and emails. This ensures that our clients stay informed about relevant changes and recent developments that impact their operations.

An Audit is a People-Oriented Endeavor

The L&A team acknowledges our involvement in a people-centric venture, and our goals and objectives are rooted in this recognition. We endeavor to:

- Cultivate an atmosphere that fosters extensive communication between each client and our team.
- Deliver the utmost level of staff proficiency by engaging in discerning recruitment practices and establishing a work environment conducive to personal growth.
- Attentively listen to our clients, consistently enhancing the quality of our services.
- Contribute to the well-being of our financial, business, professional, and social communities.



FIRM PROFILE

A Strong Commitment to the Industry

We actively engage with the industries we serve through membership, support, and active participation in various professional organizations dedicated to serving the financial and management teams of our clients.





FIRM PROFILE

Our Services



Actuarial Services

Pension planning is a specialized industry demanding an expert actuarial team. Our role is to guide clients through the intricacies of actuarial standards, crafting a funding plan that aligns with the needs of all relevant parties. Additionally, we guarantee that the necessary financial statement disclosures meet reporting requirements.



Audit Services

At L&A, we take pride in delivering high-quality auditing services. Our firm undergoes an independent peer review of our auditing practice, and we have received the highest opinion on our attest services.



Client Accounting and Advisory Services

The dedicated professionals at L&A collaborate closely with clients to address and manage a wide range of responsibilities, including accounting, financial reporting, payroll, IT, and other outsourced or temporary tasks. By tailoring our diverse and skilled professionals to meet the specific needs of each client, we have assisted in controlling costs and enhancing efficiencies of our clients.



Pension Administration Services

L&A is proud of our two-decade commitment to assisting public pension fund trustees in comprehending complex pension codes. We understand the significance of the Board's responsibilities and the challenges it poses, especially when balancing these tasks with the daily responsibilities outside the pension realm.



Tax Services

Navigating the preparation of a tax return can be an overwhelming process, often leaving clients with more questions than answers due to the evolving nature of tax laws. The seasoned professionals at L&A diligently scrutinize and consider every deduction, break, and incentive to provide comprehensive assistance.



FIRM PROFILE

Additional Services and Resources

Sharing our knowledge and expertise in the governmental industry is one of the greatest values we can bring to our clients. We are committed to continually reviewing our process to ensure an efficient audit, ensuring exemplary communication with our clients, and providing education on issues affecting local governments on a year-round basis. With our strong background in government, many of our areas of expertise are complementary of one another.

Client Educational Opportunities

We offer multiple training opportunities throughout the year, on-demand webinars and important newsletter updates to our clients, at no additional cost. Our client trainings cover a variety of relevant topics such as:

- Implementation of GASB pronouncements
- State and local government updates
- Changes to auditing standards
- Understanding of financial statements
- Identification of department efficiencies and best practices
- Other statutory or hot topics affecting governments

“L&A’s value add approach to an audit includes extensive no-cost client training throughout the year.”

We record and share all of our client trainings so that they may be accessed on-demand directly from our website. Below are some recent examples of previous training webinars that we hosted:



Payroll



Government Software



Audit Reports



Government Updates



GASB87



Management Software

FIRM PROFILE

Government Expertise Means Extensive Services Available

It has been our experience that questions or problems may arise during the year for which a client might call upon us for assistance. The following is a partial list of the services we can provide to our clients:

- Financial reporting-assistance in the implementation of authoritative pronouncement requirements
- Assistance in obtaining or securing the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)
- Utility or enterprise funds-analysis, forecasting, rate structure, and consulting services
- Federal, state and local grant reporting requirements
- Budget-assistance in obtaining the Distinguished Budget Award from the GFOA, appropriation and tax levy documents
- Personnel issues-evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension fund related issues, including benefit calculations, funding analysis, etc.
- Human resources-taxability issues, fringe benefits, policies, etc.
- Outsourced finance and accounting department functions, including all levels of finance functions
- Taxpayer compliance-specialized audits for selected revenue sources
- Capital asset services to track net book value, depreciation expense and accumulated depreciation





FIRM PROFILE

Quality Assurance

We are dedicated to delivering the utmost quality to our clients at every stage of the engagement. Our Quality Assurance Team plays a crucial role in this commitment by reviewing all deliverables before issuance, offering support for technical inquiries, and scrutinizing documentation and reports to ensure compliance with both professional standards and our Firm's policies. At L&A, our commitment to providing high-quality deliverables is evident in our membership in the Private Companies Practice Section (PCPS) of the Division for CPA Firms within the American Institute of Certified Public Accountants (AICPA). This membership involves subjecting our accounting and auditing practice to quality control reviews, ensuring adherence to the professional standards set by the AICPA.

L&A has undergone no federal or state desk reviews of its audits in the past five years. Additionally, there has been no disciplinary action taken against the firm by state regulatory bodies or professional associations within the same timeframe.

Peer Review

As a requirement for membership in the AICPA, the national organization representing CPAs in public practice, industry, government, and education, our Firm undergoes an independent peer review of our accounting and auditing practice. You can find a copy of our most recent peer review opinion in the Appendix section of this proposal. L&A has received the highest opinion, a "pass," demonstrating our commitment to maintaining the highest standards in our practices.

Independence

All personnel are mandated to promptly report to the Firm any instances of compromised independence concerning any clients. The guidelines for maintaining independence align with the AICPA's Code of Professional Ethics. Furthermore, our adherence extends to compliance with the standards established by the General Accounting Office (GAO). It is important to note that we maintain independence specifically in relation to your engagement.

License to Practice

We confirm that both L&A as a firm and all essential personnel hold valid licenses to practice in the State of Illinois.

Our State of Illinois license number is 066-003655.





FIRM PROFILE

DFK International/USA



Lauterbach and Amen is an independent member of DFK International, a worldwide association of independent accounting and management consulting firms, with locations in over 40 major markets throughout the United States and representation in over 85 countries worldwide. Our membership in DFK enhances our worldwide reach, provides us with additional resources, and expands the world of opportunity for our clients.

Other Information

In accordance with our firm's quality control document, all relevant staff members must fulfill the AICPA's continuing professional education requirements. Given our specialization in government, the mandated CPE hours for the staff outlined in this proposal are specifically tailored to the government industry, with a particular emphasis on Uniform Guidance/Single Audit continuing professional education as necessitated by our field. Our firm employs a variety of methods, including self-study, in-house training, participation in State Society or AICPA programs, involvement in Government Audit Quality Center programs, and engagement with programs offered by diverse government associations.

While we do not foresee any issues arising throughout the engagement, we will promptly communicate any noteworthy concerns to the relevant representatives of management and/or the governing board. This communication will align with our established standards for addressing such matters.

Conclusion

We are excited about the prospect of continuing to serve the Village. Our enthusiasm for the industry is matched by our commitment to delivering a service that goes beyond the mere issuance of deliverables. Our client service approach involves continuous communication throughout the year, an extensive network of resources to address even non-engagement-related queries, and a steadfast commitment to staying updated on industry technical standards and best practices. At L&A, you will be served by partners who are deeply devoted to the industry, supported by a team of over 200 L&A members who share that passion and dedicate all twelve months of the year to working on industry engagements.

SOFTWARE & SECURITY

Cybersecurity



In the face of ever-evolving threats that are increasingly perilous, it is imperative for us to stay ahead of the curve, consistently refining our strategies for information security. In order to meet the distinctive security standards expected by our clients and effectively tackle the dynamic regulatory landscape, L&A has deliberately chosen tools and procedures essential for safeguarding client data and managing security risks throughout the duration of a client project. Various safeguards, such as Multi-Factor Authentication, restricted human access, anti-virus software, and firewalls, have been implemented firm-wide to reduce risks and bolster the security of client data.

L&A Portal Security

L&A has opted for an application for online access to client data that operates through a secure portal hosted at some of the world's most extensive and secure data centers. Employing the industry's cutting-edge security and reliability measures, this system is designed to ensure the safety of your data. The incorporation of built-in redundancy encompasses multiple data locations, internet connections, and power sources, ensuring the continuous operation of our secure portal. Additionally, we employ secure password protection and 256-bit encryption to safeguard your data during its transmission between the data center and your computer.

Disaster Contingency Plans

L&A has formulated recovery plans for our IT infrastructure, encompassing systems, applications, and data. These plans extend to networks, servers, desktops, laptops, wireless devices, and connectivity. Our recovery strategies are designed to preemptively address potential disruptions to one or more of the following system components:

- Hardware (networks, servers, laptops)
- Internet connectivity
- Software applications
- Data and restoration





COMMUNITY INVOLVEMENT

A Culture and Passion for Community Involvement



Our firm is dedicated to both the clients we serve and the communities in which we reside. Our partners and team members are actively involved with numerous deserving nonprofit organizations. We are grateful to have individuals on our team who share our firm's philanthropic ethos, regularly volunteering their time, resources, and talents. In addition to volunteering, L&A organizes various fundraisers and donation drives to support local organizations and neighborhoods. Here is a glimpse of some of our recent community involvement and initiatives:



L&A is honored to collaborate with Working Together Chicago, a nearby nonprofit dedicated to offering development and placement opportunities for individuals with disabilities. The team members introduced to L&A through Working Together Chicago have not only enriched our company culture but have also contributed valuable skills to our projects.





KEY ENGAGEMENT PERSONNEL

Ronald J. Amen, CPA

Managing Partner

With a wealth of experience spanning more than 35 years, Ron Amen has dedicated his career to serving clients in the governmental sector. He has actively contributed to a wide array of governmental engagements, involving municipalities, park districts, school districts, state and federal government entities, universities, nonprofits, and various other government organizations.

Educational and Membership Background

- University of Nebraska
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Government Finance Officers Association (GFOA) and Illinois GFOA
- Member of AICPA Government Audit Quality Center
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses

Governmental Accounting and Auditing Experience

Ron has overseen a multitude of governmental projects throughout his tenure in public accounting. His diverse assignments have encompassed audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and various other projects, offering a comprehensive overview of his professional background. Leveraging his extensive experience in government affairs, he is frequently tapped as a resource for innovative problem-solving related to local government issues. Serving in a hands-on capacity, he acts as a working partner, maintaining availability and active participation in every phase of the audit process.

Additionally, Ron has played a key role in the management of substantial commercial and nonprofit initiatives. His involvement spans audits, tax preparation, consulting, and strategic planning, addressing the needs of both commercial and nonprofit clients.



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KEY ENGAGEMENT PERSONNEL

Jamie L. Wilkey

Technical Partner

Jamie Wilkey has over 23 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts and various other units of government.

Educational and Membership Background

- Truman State University
- Northern Illinois University
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Technical Accounting Review Committee (TARC) with IGFOA
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses
- Instructor for IPPFA Training Courses

Governmental Accounting and Auditing Experience

Jamie's experience in the governmental sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Jamie has been responsible for the management of numerous annual audits for government units, all of which has either received the Certificate of Achievement for Excellence in Financial Reporting Award from the GFOA in the first year of their submittal to the program or maintained their Certificate standing.

Jamie also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet and consolidated financials. Jamie has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utilities billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.



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KEY ENGAGEMENT PERSONNEL

Jennifer Martinson, CPA

Audit Partner

Jennifer Martinson has over 13 years of professional accounting experience serving clients in the governmental sector. She has participated in numerous governmental engagements in both an audit and financial services capacity. These engagements primarily include municipalities, park districts, nonprofit entities and pension funds.

Educational and Membership Background

- University of Miami
- Certified Public Accountant
- American Institute of Certified Public Accountants (AICPA)
- Member of Illinois Government Finance Officers Association (IGFOA)
- The Illinois CPA Society (ICPAS)

Governmental Accounting and Auditing Experience

Jennifer's experience in the government sector includes both audit and project-based engagements with various municipalities, park districts, libraries, counties, nonprofit entities and pension funds. Additionally, she coordinates training opportunities for these entities to ensure they are responsibly educated on all relevant topics and standards.

Jennifer also plays an active role in the supervision and development of audit procedures and personnel. This role includes the implementation of GASB pronouncements, accounting standards, and other quality control initiatives throughout all engagements, as well as the training of staff involved in these engagements. She is a technical resource to the team and to clients, and works closely with both to identify effective solutions and implement best practices.



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KEY ENGAGEMENT PERSONNEL

Audit Team Key Personnel

Monika Adamski, Principal



Monika has 14 years of professional accounting experience exclusively in the governmental sector. She is a graduate of DePaul University. Monika specializes in municipal, state agency, as well as nonprofit audits. She also specializes in internal control assessment for all governmental clients.

Brad Porter, Principal



Brad has 10 years of professional accounting experience exclusively in the governmental sector. He is a graduate of University of Saint Francis and a Certified Public Accountant. Brad specializes in staff development and training, as well as auditing municipalities, park districts, school districts and libraries.

Jasleen Kaur, Manager



Jasleen has over 8 years of professional accounting experience, with 5 of those years being exclusively in the governmental sector. She is a graduate of North Central College with a Bachelor's Degree and a Master's of Business Administration degree in Accounting. Jasleen specializes in auditing municipalities, park districts, and libraries.

Joseph Laudont, Manager



Joe has over 3 years of professional accounting experience, all of which are exclusive to the governmental sector. He is a graduate of Grand Valley State University. Joe specializes in new hire training as well as auditing municipalities, libraries, and park districts.

Riley Martin, Manager



Riley has 4 years of professional accounting experience exclusively in the governmental sector. He is a graduate of Loras College and is a Certified Public Accountant. Riley specializes in new staff development and training, as well as auditing municipalities, park districts, libraries, and other governmental entities.

AUDIT APPROACH

Overview

We are prepared to meet or exceed all requirements and expectations of the Village. The Leadership of L&A will be involved in all phases of the audit of the Village as outlined below. L&A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of the issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

GFOA Certificate of Achievement

L&A fully supports the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. Annually, we assist over 100 clients in obtaining their certificates and have submitted over a thousand award applications to GFOA over the years. We also work with our clients in subsequent years on the implementation of any recommendations provided by the GFOA.

We will respond to GFOA comments for improvement and take care of the filing of the necessary documents each year. We are in the top ten firms nationally that submit to the program.



Audit Scope and Standards

L&A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the Village's financial statements, with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this information. Introductory and Statistical Sections of the Annual Comprehensive Financial Report, if applicable, will not be audited by us.

The audit will be conducted in accordance with generally accepted auditing standards, and, if a single audit becomes necessary, the standards for financial audits contained in Governmental Auditing Standards (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of Uniform Grant Guidance 2CFR-2000/OMB Circular A-133, Audits of State and Local Governments and Nonprofit Organizations.



AUDIT APPROACH

Below is our proposed schedule for your audit phases:

	PHASE		TIMING	PARTNER	MANAGER		SUPERVISOR	TOTAL HOURS (EST)
	Phase 1	Planning	December	2 Hours	4 Hours	2 Hours	2 Hours	10 Hours
	Phase 2	Preliminary Fieldwork	January	4 Hours	8 Hours	10 Hours	10 Hours	32 Hours
	Phase 3	Fieldwork	Early April	20 Hours	30 Hours	71 Hours	74 Hours	195 Hours
	Phase 4	Drafts	Early May	8 Hours	12 Hours	10 Hours	2 Hours	32 Hours
	Phase 5	Audit Completion	Late May	6 Hours	6 Hours	2 Hours	2 Hours	16 Hours

Phase 1: Planning



December

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit, we will hold a planning meeting with you to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focusing on during our fieldwork procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by your team.
- Developing a schedule for completing the subsequent phase of the audit.

AUDIT APPROACH

Phase 2: Preliminary Fieldwork



January

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of your operations through a review of various documents and through discussions with your personnel. During this phase, we will engage in the required study and evaluation of internal accounting controls as part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the Village for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit Firm and the Village.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to the industry, the questionnaires utilized are designed specifically for use on governmental engagements. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.





AUDIT APPROACH

Phase 3: Fieldwork



Early April

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detailed testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and therefore, provide for the most efficient and effective approach.

At a minimum, management is to provide supporting schedules for the following areas once we commence fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Position
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures will include confirmation of year-end balances, vouching documents and analytic reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures include examinations of documents for proper approval and review of procedures for compliance with rules, regulations and internal policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Annual Comprehensive Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a draft management letter and other required communication letters that we will review and discuss with the Village during the draft phase of the audit.

AUDIT APPROACH

Phase 4: Drafts



Early May

The final completion and quality review of the initial draft of the Annual Comprehensive Financial Report will be completed at our office and a draft of the Annual Comprehensive Financial Report and related communication letters will be provided to the Village no later than the date previously agreed to. The Village will then have a sufficient amount of time to review the draft for questions and/or changes. L&A will then coordinate with the Village a final draft where we will review the Village's questions and/or changes to the Annual Comprehensive Financial Report as well as the client communication letters and submit a final draft of the Annual Comprehensive Financial Report to the Village.

Phase 5: Audit Completion



Late May

Upon approval of the drafts by the Village, we will deliver final, bound Annual Comprehensive Financial Reports. At the completion of our audit, we will also provide a the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document. The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations and best practices that we believe may be relevant.
- Upcoming GASB Pronouncements or auditing standards that may affect the Village's financial statements in the future.
- Additionally, all reports and communication letters will be provided to the Village in a high-quality PDF format.

L&A strives for continual communication with Village staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Annual Comprehensive Financial Report and communication letters with representatives of the Village.



REFERENCES

Our strongest endorsement comes from satisfied clients. Feel free to reach out to the individuals listed below, who have benefited from our firm's services, to learn about their experiences and the ongoing value our services bring to their organizations. Additional references can be provided upon request.

	Client	Contact	Engagement
	City of Rolling Meadows*	Molly Talkington 847.394.8500 FIN@cityrm.org	Audit Services Approx. 270 Hours Partner: Jamie Wilkey
	Village of Glencoe*	Nikki Larson 847.461.1108 nlarson@villageofglencoe.org	Audit Services Approx. 350 Hours Partner: Jamie Wilkey
	Village of Barrington*	Katrina Hanna 847.304.4300 khanna@barrington-il.gov	Audit Services Approx. 265 Hours Partner: Jennifer Martinson
	Village of Lombard*	Tim Sexton 630.620.5902 sextont@villageoflombard.org	Audit Services Approx. 300 Hours Partner: Jamie Wilkey
	Village of Elk Grove Village*	Christine Tromp 847.357.4050 ctromp@elkgrove.org	Audit Services Approx. 400 Hours Partner: Jamie Wilkey

* Indicates governments who currently hold the GFOA Certificate of Achievement.



REFERENCES

L&A is committed to maintaining high standards of quality and service. We encourage you to connect with any of the clients listed below, whom we have had the privilege of serving, to gain insights into their experiences with L&A.

Municipalities, Townships and Counties

MUNICIPALITIES	East Moline*	Lake Barrington	North Chicago	Skokie*	Woodridge*
Algonquin*	Elburn	Lake Bluff	North Riverside*	Sleepy Hollow	Worth
Amery	Elk Grove Village*	Lake Geneva, WI	Northbrook*	South Barrington	Yorkville*
Antioch*	Elwood*	Lake Villa	Northfield*	South Beloit	COUNTIES
Barrington*	Evanston	Lakemoor	Orland Park	South Elgin*	Henry County
Barrington Hills	Forest Park	Lakewood	Palos Park*	Springfield*	LaSalle County
Bartlett*	Fox River Grove*	Libertyville*	Park Forest*	St. Joseph, MI	TOWNSHIPS
Beach Park*	Frankfort*	Lincolnshire	Park Ridge*	Stickney	Addison Township
Berkeley*	Freeport	Lindenhurst	Paw Paw	Stone Park	Blackberry Township
Bloomington*	Georgetown	Lombard*	Pekin	Streamwood*	Cuba Township
Bonfield	Glen Ellyn*	Lyndon	Peotone	Streator	Cunningham Township
Bradley*	Glencoe*	Machesney Park	Pingree Grove*	Sugar Grove*	Hanover Township
Buffalo Grove*	Glendale, WI	Manhattan*	Plano	Summit	Maine Township
Burlington, WI	Glenview*	Maple Park	Pontiac	Sycamore*	Milton Township
Burnham	Golf	Markham	Poplar Grove	Thornton*	Naperville Township
Burr Ridge*	Grant Park	Melrose Park	Princeton	Timberlane	Northfield Township
Campton Hills	Grayslake	Midlothian	Prophetstown	Tower Lakes	Rutland Township
Carpentersville*	Gurnee*	Minooka	Prospect Heights	Urbana*	Vernon Township
Cary*	Hampshire	Mokena	Quincy	Vernon Hills*	Warren Township
Champaign*	Hanover Park*	Monee	Riverside*	Volo*	Wauconda Township
Cherry Valley	Harvard	Montgomery*	Rock Island*	Warrenville*	Winfield Township
Clinton	Hickory Hills	Morton Grove*	Rockford*	Washington	Zion Township
Collinsville*	Hinckley	Mount Prospect*	Rolling Meadows*	West Chicago*	
Cortland	Homewood	Mundelein*	Rosemont	Westchester	
Country Club Hills	Indian Head Park	Naperville*	Sandwich	Western Springs	
Countryside*	Inverness	New Milford	Savoy	Wheeling	
Dolton	Johnsburg*	Normal*	Schaumburg*	Willowbrook*	
Downers Grove	Kenilworth	Norridge	Schiller Park	Wilmette*	
East Dundee*	Kildeer*	North Aurora*	Shabbona	Wilmington	
East Hazel Crest	La Grange Park	North Barrington	Silvis	Winnetka*	

* Indicates governments who currently hold the GFOA Certificate of Achievement.



Municipalities
135+



Park Districts
75+



School Districts
50+



Libraries
70+



Pension Funds
500+



Other Entities
110+



APPENDIX

ELLIN & TUCKER

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Lauterbach & Amen, LLP and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (Firm) in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

FIRM'S RESPONSIBILITY

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with professional standards, when appropriate, and remediating weaknesses in its system of quality control, if any.

PEER REVIEWER'S RESPONSIBILITY

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

REQUIRED SELECTIONS AND CONSIDERATIONS

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.



APPENDIX

ELLIN & TUCKER

OPINION

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended June 30, 2022 has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Lauterbach & Amen, LLP has received a peer review rating of *pass*.

A stylized, handwritten signature in blue ink that reads 'Ellin & Tucker'.

ELLIN & TUCKER

Certified Public Accountants

Baltimore, Maryland

December 29, 2022

PROFILE AND QUALIFICATIONS FORM

Each Accountant/Firm is required to fully answer all questions in each category listed below

All questions must be addressed by the Accountant/Firm in order for this application form to be properly completed. Failure to answer any question or comply with any directive contained in this form may be used by the Village as grounds to find the Accountant/Firm ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name Lauterbach & Amen, LLP

Business Address 668 N. River Road

Village Naperville State IL

County DuPage Zip Code 60563

2. Names and Titles of Two Contact People

A) Ronald J. Amen, Partner

Phone (630) 393-1483 Email jwilkey@lauterbachamen.com

B) Jamie L. Wilkey, Partner

Phone (630) 393-1483 Email jwilkey@lauterbachamen.com

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Lauterbach & Amen, LLP

Division (attach separate list if more than one is to be included)

NONE

Subsidiary

NONE

Branch Office

Name of Entity: Same as Above

Address: Same as Above

4. Type of Firm:

- ☐ Corporation
- ☒ Partnership
- ☐ Sole Ownership
- ☐ Joint Venture
- ☐ Other _____

5. Federal Employer Identification Number 36-4136816. Year Firm was established 19977. Name and Address of Parent Company: (if applicable) Same as Above8. Acknowledgement of receipt of Addenda(s) 1 (list each addendum number)

Attach each signed addendum, if any, to the Response Packet as part of your submittal.

Date September 10, 2024(Sign here) By (Print Name) Ronald J. AmenTitle PartnerE-mail ramen@lauterbachamen.com

Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2500

Audit Services Addendum #1

TO: Prospective Respondents and Other Interested Parties

FROM: Village of Buffalo Grove Finance Department

ISSUE DATE: August 29, 2024

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original RFP documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the RFP Documents for the Audit Services project.

Q1: How many journal entries were proposed by the auditing firm for the 2023 audit, if any? If applicable, please provide the journal entry listing or disclose the nature of the entries.

A1: There were 23 journal entries on the auditor's list. Of that total, 7 of them were for auditor's use only and not entered on the Village's books and 6 of them were prepared by Village staff during the audit process. Of the remaining 10 entries, 5 of them related to leases and SBITAs, 1 was to adjust IMRF deferred inflow and outflow and 1 was to adjust OPEB deferred inflow and outflow. That leaves 5 entries as a result of general ledger review.

Q2: Please provide a copy of the following reports from the Village's December 31, 2023 fiscal year end audit: Management Letter (noting any internal control matters), Single Audit Report (if applicable), and TIF Report(s).

A2: The 2023 Management Letter is attached. The Village was not required to complete a Single Audit Report for 2023. Attached is the 2022 State of Illinois TIF Report. The 2023 TIF reports have not been filed with the State yet.

Q3: What were the fees for the December 31, 2023 audit? Were there any additional billings for services beyond the scope of the audit?

A3: The fee for the 2023 audit was \$33,100. Additional billings included \$350 for TIF Compliance and \$1,500 for SBITA review and assistance.

Q4: Does the Village expect to expend federal grant dollars in excess of \$750,000 during fiscal year 2024?

A4: The Village will be expending grant dollars in 2024, but it is too early to tell if that amount will be in excess of \$750,000.

Q5: Have there been any significant disputes with the incumbent audit firm regarding accounting principles or audit procedures?

A5: No, none.

Q6: Does the Village anticipate any significant changes in key personnel that might affect the 2024 audit or future audits?

A6: No, none.

Q7: Were any portions of the audit performed remotely? Does the Village have a preference for on-site vs. remote fieldwork?

A7: On-site fieldwork is scheduled for two weeks every year. Depending on how the audit fieldwork progresses, between 2-4 of those days have historically been remote. However, with a new audit contract, we anticipate nearly all fieldwork to be on-site during the first year of the audit engagement.

Q8: How is the Village tracking and accounting for activity associated with the recent GASB pronouncements, Statement No. 87 (Leases) and Statement No. 96 (Subscription-Based IT Arrangements)?

A8: Village Staff worked with the auditors to complete the new GASB requirements. Buffalo Grove has a total of 6 leases (3 lessee and 3 lessor) and 3 SBITAs at the end of 2023.

Q9: If a firm operates under a Master Services Agreement and annual Statement(s) of Work, which govern their audit contracts. Shall we include a copy with our proposal submission?

A9: Yes, include anything that would be a change to the Villages preferred contract which is included in the RFP as Appendix A. Professional Services Agreement.

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1.
PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: Lauterbach & Amen, LLP

SIGNED:  DATE: September 10, 2024

TITLE : Ronald J. Amen, Partner

EXHIBIT C. Insurance

Consultant 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 Consultant, 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: Consultant 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 Consultant 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 Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2. The Consultant'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 Consultant'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 Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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 Consultant 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 Consultant 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 Consultant 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

Consultant 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.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

Consultant 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 Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, 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 Consultant for the municipality.

K. Failure to Comply

In the event the Consultant 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 Consultant.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.c. O-2024-091

Ordinance Authorizing Execution of an Amended and Restated Agreement with Crystal Maintenance Plus, Corp for Custodial Services

Contacts

Liaison: Trustee Bocek

Staff: James Warnstedt

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of custodial services from Crystal Maintenance Services, Corp in an amount not to exceed \$149,706.93 per year.

Summary

Recommendation

Staff recommends authorizing the Village Manager to execute an Amended and Restated Agreement with Crystal Maintenance Services, Corp for Custodial Services in an amount not to exceed \$149,706.93 per year for the initial term of the contract, pending final review and approval by the Village Attorney.

Background

On December 3, 2019 the Village entered into a six-year agreement with Crystal Maintenance Plus, Corp., for Custodial Services. The amended agreement removes 51 Raupp Blvd Public Service Center and now includes 1650 Leider Ln the Department of Public Works new facility. The square footage to be cleaned was updated along with the maps and schedule of prices. During the last five years Crystal Maintenance Plus, Corp., has been a valued partner and their overall performance has met the Village's expectations. In an effort to contain costs two possible 2-year extensions were added. The current term ends December 31, 2025. Any extension will be brought back to the board for approval.

Financial

This work would be expected to continue to be done within the 2025 approved budget amount.

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 - Custodial Services
2. Contract - Custodial Services 2024 Amended - Final





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT WITH CRYSTAL MAINTENANCE PLUS, CORP FOR CUSTODIAL 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 Amended and Restated Agreement with Crystal Maintenance Services, Corp for Custodial Services in an amount not to exceed \$149,706.93 per year 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

VILLAGE OF BUFFALO GROVE
AMENDED and RESTATED CUSTODIAL SERVICES AGREEMENT

Amended and Restated Custodial Services Agreement (the “**Agreement**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Crystal Maintenance Plus, Corp., a (hereinafter the “**Contractor**”) on this 22nd day of October 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 and the CONTRACTOR have previously entered into an Agreement dated December 3, 2019; and

WHEREAS, the VILLAGE and the CONTRACTOR enter this Agreement to reaffirm and expand upon and supersede their prior agreement; and

WHEREAS, the Village has solicited an RFP for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their RFP response; and

WHEREAS, the Contractor wishes to enter into this Agreement with the Village and the Village wishes to enter into this Agreement 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 Agreement **Exhibit A** (the “**Work**”) which is incorporated into the Agreement by this reference.

ARTICLE II - AGREEMENT DOCUMENTS

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

Agreement Exhibit A – Description of the Work
Agreement Exhibit B – Schedule of Prices
Agreement Exhibit C – Payment and Performance Bonds
Agreement Exhibit D – Task Frequency & Maps

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

ARTICLE III - AGREEMENT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Agreement as detailed in **Agreement Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Agreement, 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.

ARTICLE IV – PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Invoice with cost per facility and noted deductions for non-performance.

All payments under this Agreement 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 shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Agreement 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 Agreement. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ESCALATION CLAUSE

Prices throughout the initial term of the contract shall reflect the Contractor's response to the RFP. For subsequent terms, requests for increases of unit prices shall not exceed the CPI-All Urban Consumers, Chicago or 2.5% whichever is less. Written requests for price revisions after the initial term shall be submitted ninety (90) days in advance. Requests may 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 reserves the right to reject any price increase and elect not to renew the contract.

ARTICLE V – AGREEMENT TIME

The term of this Agreement runs until December 31, 2025 with two (2) possible two (2) year extensions. At the end of any extension term, The Village of Buffalo Grove reserves the right to extend this Agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement, in its sole discretion.

Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Agreement Exhibit C** (the "**Performance and Payment Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Facility Manager or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Facility Manager or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – 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 Agreement and the Work.

ARTICLE IX – INSURANCE

A. LIMITS OF INSURANCE – For the entire duration of this Agreement, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.

ARTICLE IX – INSURANCE (cont.)

B. REQUIREMENTS FOR ALL INSURANCE – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Village of Buffalo Grove, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. SELF INSURANCE DEDUCTIBLES - 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. PRIMARY COVERAGE AND NO CONTRIBUTION – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. 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. 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.

E. INDEMNIFICATION AND KOTECKI CAP WAIVER – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village's sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

F. INSURANCE OF SUBCONTRACTORS – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

G. CANCELLATION CLAUSE WITHIN INSURANCE – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days' notice prior to any modification, cancellation, suspension or expiration of the policy.

ARTICLE IX – INSURANCE (cont.)

H. CERTIFICATES OF INSURANCE – Contractor shall furnish the Village with certificates of insurance naming the Buffalo Grove Park District and the Village of Buffalo Grove, 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.

I. RETENTION OF PAYMENTS – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Agreement if, in the Village's sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

ARTICLE X – 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 XI – 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 Agreement 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 Agreement 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 XII – 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 ATTN: Facility Manager nsmith@vbg.org Cc: tcwisniewski@vbg.org Cc: pbrankin@schainbanks.com
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IF TO THE CONTRACTOR:	Crystal Maintenance Plus, Corp. 1699 Wall St. Suite 112 Mt Prospect, IL 60056 ATTN: Monika Talar service@crystalmsc.com
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ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Facility Manager 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 XVI – SUPERVISION

The Facility Manager 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 Facility Manager. 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 Facility Manager, 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 XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Facility Manager, 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 XVIII – 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 Facility Manager. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Facility Manager 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 Facility Manager or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Facility Manager or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Facility Manager or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – 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 Facility Manager 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 XXI – 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 Agreement to any person, firm or corporation without written consent of the Facility Manager or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Agreement:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Agreement;
- 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 Agreement; (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 XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, 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 Agreement.

ARTICLE XXIV – 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 Agreement.

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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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 Agreement 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.

E. 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 XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Agreement shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Agreement.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Agreement 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 Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Agreement may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Agreement, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Agreement, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Agreement 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.
- D. SECTION HEADINGS** – The headings in the Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement.
- E. NO THIRD-PARTY BENEFICIARIES** – This Agreement does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Agreement shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Agreement supersedes and replaces all prior agreements, including, but not limited to, the agreement dated, December 3, 2019 between the Village and Contractor, and other understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Agreement is adjudicated invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Agreement 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.*

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Crystal Maintenance Plus Corp.

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: Monika Talar
Title: General Manager

AGREEMENT EXHIBIT A
Scope of Services Requested

A. GENERAL INSTRUCTIONS

OBJECTIVE:

The Village seeks to provide for a safe and clean working environment for employees of the Village and residents conducting business at Village facilities.

SCOPE OF WORK:

Contractor will supply all labor, material, equipment and supplies (except paper products, trash liners, and hand soap to be supplied by the Village) to perform the daily, weekly, monthly, and Biannual cleaning of each facility as listed in Exhibit D. Work will be performed according to the schedule of assigned tasks developed by the Village for each facility. These schedules were designed to provide the same level and quality of service we had achieved with our in-house custodial program. All supplies to be stored in Village facilities must be accompanied with Safety Data Sheets.

SCHEDULE:

All Work will be performed between 10:00 P.M. and 7:00 A.M. unless otherwise specified or with written consent of the Village.

Service at the Pace Bus Facility, Metra Train Station, Metra Warming Shelters, Village Hall, Youth Center, Department of Public Works and Fire Administration will be performed (5) days per week, Monday through Friday.

The Village will not require cleaning services on Holidays and dates observed by the Village for the following locations Pace Bus Facility, Metra Train Station, Metra Warming Shelters, Village Hall, Youth Center, Department of Public Works and Fire Administration. The Village will provide all such dates on an annual basis.

Service at the Police Headquarters, Buffalo Grove Golf Course will be performed (7) days per week (365) days per year.

Locker rooms at the Buffalo Grove Golf Course shall only be serviced from March 1 to November 30 of each year.

BUFFALO GROVE DAYS EVENT:

Buffalo Grove Days is an annual festival. The Contractor shall be prepared to supply sufficient staffing to provide service listed in Exhibit D. No less than five (5) staff including one (1) supervisor shall be provided for the Friday evening of Buffalo Grove Days and no Less than five (5) staff including one (1) supervisor shall be provided for Saturday through Monday each day of the event. Custodial Staff shall check in and out with the event coordinator.

B. STAFFING

SUPERVISOR

Contractor will provide an **on-site supervisor** (Supervisor) at all times and report quality control inspections weekly to the Village. The Contractor will supply the Village with the name, office telephone number, cell phone number and email address and/or fax number of a contact person. The Contractor's Supervisor shall meet with the Village Facilities representative weekly and shall attend the facilities Monthly Meeting (held every month or as needed).

The Supervisor shall be authorized to accept and act upon all directives issued by the Village. Failure of the Supervisor to act on said directives shall be sufficient cause for the Village to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. The Supervisor shall be responsible for the instruction, safety and training of Contractor's personnel in the proper work methods and procedures. The Supervisor will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules (Exhibit D.). The Supervisor is required to check and verify Contract compliance (Quality Control) before work crews leave each facility.

Award of the contract is contingent upon acceptable interview and approval by the Village of the proposed Supervisor.

The Contractor shall not substitute the proposed Supervisor with other staff members once the Village has approved the proposed Supervisor without prior written approval from the Village of Buffalo Grove Facilities Manager. In the event the Contractor substitutes the proposed Supervisor or moves the Supervisor to another account within one year of the execution of the contract **or any subsequent renewal term**, the Contractor shall pay the Village damages equal to three (3) month of service costs.

MONTHLY REVIEW

The Village shall schedule and review contract performance with the Contractor typically on a monthly basis. The Contractor's Supervisor, Manager or President shall attend. Performance issues shall be submitted to the Contractor in writing or via e-mail for resolution within a time period approved by the Village.

COMMUNICATION

The Village will have authorized personnel monitor the contractual cleaning services. It is mandatory that Village personnel be able to communicate verbally, in writing and via e-mail with a Supervisor of the crew(s), and reasonable complaints and concerns be addressed within two (2) hours when brought to the Supervisor's attention.

PERSONNEL

The Village requires background checks on all Contractor employees including its subcontractors. Prior to commencing work, the Contractor shall submit to the Facilities Manager or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver's license numbers of all employees to be engaged in work specified herein or having access to the buildings in an inspecting or supervisory capacity and the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees.

After initial checks are completed during the first month of the agreement, The Village reserves the right to charge the Contractor \$75 for each background check, in excess of four, per month for the remainder of the contract.

No employees at any time shall commence work until the above listed information has been submitted to and written clearance received from the Facilities Manager. The Contractor shall provide written authorization from prospective employees for the Village to perform the security clearances required. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the Village and shall be held to the same standards of conduct. The Contractor shall provide Photo ID's, and uniforms with company logo for each employee. No personnel will be able to perform work without first completing the aforementioned security process.

(Option Day Porter)

The Village of Buffalo Grove at its sole option may require the Contractor to supply a Day Porter, schedule is detailed below. The Village may not require the Contractor to supply a Day Porter at the onset of service, but reserves the right to add the service at a later date. Day Porters are expected to work without direct supervision.

Duties of the Day Porter to be provided include, but are not limited to: shoveling sidewalks and spreading ice melt chemicals during snow events occurring during scheduled hours, moving furniture, cleaning, policing of the grounds, provide general assistance to Village maintenance staff. Proper Personal Protective Equipment (PPE) shall be worn by the Day Porter at all times, including but not limited to safety toe shoes and eye protection. Day Porters shall be physically fit, be capable of routinely lifting items in excess of twenty (20) pounds, fluent in both written and spoken conversational English (capable of passing a written test for competency), self-motivated and capable of working without direct supervision. The Village Day Porter will generally provide coverage from 8:00 am to 12:00pm Monday through Thursday (excluding holidays).

C. MATERIALS AND EQUIPMENT

In support of the Contract, the Village will supply the following at no cost to the Contractor for application at the Facilities subject to the Contract:

Consumable products for use of building occupants:

- Toilet tissue
- Roll towels –household use
- Roll towels –bathroom use
- Toilet seat covers
- Facial tissue
- Liquid hand cleaner
- Bar soap
- Feminine napkins
- Waste cans liners
- Recycling bins liners
- Toilet bowl sanitation blocks
- Urinal blocks

The Village is providing the consumable products noted above, it is the Contractor's responsibility to ensure quantities of supplies are sufficient and available at all times for use by the Village building occupants

CONTRACTOR TO FURNISH

The Contractor shall provide, at its expense and at no additional cost to the Village, equipment and janitorial supplies required to support the work tasks as specified, with the exception of those items being provided by the Village as itemized above. The janitorial supplies to be provided by the Contractor, and included in the price to maintain each facility, shall include but not be limited to: general detergent, furniture polish, stainless steel cleaner, disinfectants, carpet and rug cleaners, floor finishes, treatments and wax, window cleaner, scouring cleanser, pails, mops, brooms, vacuums, floor scrubbers and sponges. All equipment stored on the Village premises shall be clearly marked with the Contractors logo and company name.

The Contractor shall make available to the Village samples of the janitorial supplies they propose to use to enable the Village to assess product quality. Environmentally preferable cleaning products shall be used wherever practicable. If for any reason the Village objects to the use of a given janitorial product, the Contractor shall discontinue use and find a substitute that is acceptable to the Village. Quality assessment shall be at the sole judgment of the Village, whose decision is final. All products supplied shall meet all applicable federal, state and local standards for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety, toxicity and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites and the Contractor is responsible to keep all MSDS sheets current.

D. CLEANING STANDARDS AND WORKMANSHIP

It is the intent of these specifications for the Contractor to provide a high level of service in custodial care and maintenance. The following statements indicate the general standards and workmanship to be furnished under the Contract.

FLOOR and CARPETS

A satisfactory and acceptable floor or carpet will not have dust, streaks, marks or dirt in corners, behind doors or under furniture. All paper clips, staples, etc., shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors clean. Waxed floors will show a "wet look" gloss and shall not be yellowed or show signs of a wax buildup. Carpets shall be cleaned on a regular basis by a Village approved method. Heavy use carpet areas will be cleaned more frequently to maintain a dirt-free appearance. "Wet Floor" signs shall be placed in areas cleaned during any occupied facility.

Stripping and waxing of tile floors and shampooing of carpets and furniture, and window cleaning will be scheduled so as not to disturb or hinder daily activities.

WET MOPPING

Satisfactory and acceptable waxing and polishing will be accomplished through the use of thin coats of evenly layered wax. Floors will be bright and clean under furniture as well as in traveled areas. Wax or polish will not be allowed to dry on wall bases, furniture legs, equipment, etc. Wax shall not be applied over dirt or other loose material.

GLASS

All glass, mirror or vitreous surfaces will be free from streaks, smears and spots.

DUSTING

Satisfactory and acceptable dusting will present a surface free from all dust and other loose material.

CLEANING

A satisfactory and acceptable clean surface shall be completely free of all loose and adhering dirt or other foreign material down to the original finish of the surface. A clean surface will appear both physically and visually clean, free from streaks or other residue.

REFINISH (Hard or resilient floor)

A satisfactory and acceptable refinished floor will be completely stripped of all wax to the original surface of the floor, resealed with a Village approved product, recoated with a minimum of three (3) coats of an approved wax, each coat allowed to dry and buffed using an appropriate buffing machine.

RESURFACE (Hard or resilient floor)

A satisfactory and acceptable resurfaced floor will be machine scrubbed to remove all surface marks, dirt and blemishes, re-waxed and speed buffed to a "wet look" gloss. Ceramic tile shall not be machine scrubbed or waxed.

OFFICE SPACES (Desks)

Empty garbage and recycling as noted in Exhibit D. Wipe desks clean only in areas where paperwork does not exist.

KITCHEN and LUNCH ROOMS

Satisfactory kitchen, coffee service areas and lunch room area cleaning shall be of “restaurant” quality. All fixtures, appliances, chrome and metal work and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt, grease and grime. Sinks shall be free from rings, stains and objectionable odors. Floor, walls, cabinets, tables, chairs and garbage receptacles shall be free from stains, dirt, grime, odors, grease and streaks. Appliances shall be cleaned and sanitized to remain free from objectionable odors. Ovens, microwaves, cook tops, and ranges shall be clean and free from “cooked on” food. Kitchens shall meet all applicable Village Health standards.

VACUUMING

A satisfactory and acceptable vacuumed surface will be free of all dust, dirt, and loose foreign material, including corners, crevices and other hard to reach areas.

REST ROOMS

A satisfactory and acceptable rest room cleaning shall be of “hospital” quality. All porcelain fixtures, chrome and metal work, and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt or grime. Bowls, urinals, and sinks shall be free from water stains, rings and biological stains. Floors, walls and partitions shall be clean and free from stains, dirt, grime or streaks. Fixtures shall be sanitized with a Village approved disinfectant. Rest rooms shall be free of objectionable odors. Signs shall be placed for any occupied building when facilities are out of service, or any hazardous condition is present.

HANDLING of WASTE

The Contractor shall ensure that their personnel shall properly dispose of waste, and recyclable goods, in accordance with the directives of the Village and in receptacles provided by the Village. Recycling and Waste shall be kept separate and placed in appropriate containers.

GENERAL

The Contractor shall keep all janitor closets and material stocking areas clean, report any damage or irregularities observed during the course of duties, turn off lights when exiting facilities (as directed) and check that exterior doors are locked and securely latched when exiting facilities.

E. TASK SCHEDULES

The described tasks indicate the estimated amount of work which has to be accomplished to maintain the facilities in an acceptable condition. It may become necessary to accomplish some of the tasks on a more or less frequent basis to achieve the results outlined above (Cleaning Standards and Workmanship). The tasks and frequencies as listed in Exhibit D. are generalized in nature and are not intended to be all inclusive. This Task Schedule shall not limit the responsibility of the Contractor to maintain each facility to the high level of cleanliness and service as more fully defined in the Cleaning Standards and Workmanship paragraph.

WORK TASKS – WORK FLOW

The Village of Buffalo Grove Public Works Department utilizes Cartegraph OMS for our work flow and asset/maintenance management system. All work will be assigned through Cartegraph OMS as Custodial Maintenance “Tasks”. All maintenance is to be completed by the Contractor, and all information related to the work shall be identified and included as the Contractor completes the Cartegraph OMS Task. It is the responsibility of the Contractor to complete the Cartegraph OMS Task the same day that the work is completed.

The Contractor shall be responsible to provide their supervisory staff with an iPad or mobile laptop computer to access, create and complete Cartegraph OMS Tasks. The Village of Buffalo Grove Public Works Department will provide the Contractor’s staff with training on Cartegraph OMS and the expected work flow.

H. DEFAULT PENALTY

The contractor will have two (2) hours to resolve issues related to non-compliance with the Specifications from time of notification. A minimum of two hours charged at \$75.00 per hour per employee will be deducted from the monthly invoice for non-compliance of contractual duties that are subsequently completed by Village staff.

RECYCLING

Materials placed in recycling receptacles in Village Facilities shall be keep separate from waste products placed in trash bins. Failure of the Contractor to keep these items and separate and dispose of each in the appropriate containers shall be cause for a penalty of \$50 per offense.

F. FACILITIES

Facility Name		Area to be Cleaned
(1) Fire Administration	Total	7,600 square feet
(2) Buffalo Grove Golf Club	Total	3,600 square feet
(3) Pace Bus Facility	Total	100 square feet
(4) Metra Commuter Station and (5) Warming Shelters	Train Station	1,193
	West Warming Shelter	400
	East Warming Shelter	205
	Total	1,798 square feet
(6) Department of Public Works	Upper Level	9,524
	Main Level	25,390
	Total	34,914 square feet
(7) Village Hall	Upper Level	11,316
	Lower Level	8,880
	Total	18,956 square feet
(8) Youth Center/Chamber of Commerce		1,700 square feet
(9) Police Headquarters	Operations	20,392
	Administration	8,252
	Total	28,644 square feet

Note: All square footage measurements are estimates and do not indicate exact measurements of each facility. Areas of facilities to be cleaned under the contract are shown in color in Exhibit B.

AGREEMENT EXHIBIT B

[Schedule of Prices]

SCHEDULE OF PRICES

Custodial Services

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF CONTRACTOR: Crystal Maintenance Plus, Corp.

The undersigned, declares that it has carefully examined the Scope of Services, the Custodial Services RFP, and all other documents referred to or mentioned in the Agreement and it proposes and agrees, if this Bid is accepted, that it will contract with the Village, in the form of the Agreement attached, to complete the Work titled "Custodial Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Item No.	Village of Buffalo Grove Custodial Service Locations	Monthly Unit Price	Extended Price (12 months)
1.	Fire Administration 1051 Highland Grove Dr.	<u>\$698.67</u>	\$8,384.04
2.	Buffalo Grove Golf Club 48 Raupp Blvd.	<u>\$367.72</u>	\$4,412.64
3.	Pace Bus Facility 801 Commerce Ct.	<u>\$157.59</u>	\$1,891.08
4.	Metra Train Station 825 Commerce Ct.	<u>\$393.99</u>	\$4,727.88
5.	Metra Warming Shelters 825 Commerce Ct.	<u>\$341.46</u>	\$4,097.52
6.	Department of Public Works 1650 Leider Ln.	<u>\$4,550.00</u>	\$54,600.00
7.	Village Hall 50 Raupp Blvd.	<u>\$1,297.53</u>	\$15,570.36
8.	Youth Center 50 ½ Raupp Blvd.	<u>\$262.66</u>	\$3,151.92
9.	Police Headquarters 46 Raupp Blvd.	<u>\$2,994.28</u>	\$35,931.36
10.	Optional Day Porter	<u>\$1,166.19</u>	\$13,994.28
11.	Buffalo Grove Days Festival	Lump Sum Price	\$2,945.85
		2025 Total	\$149,706.93

AGREEMENT EXHIBIT C
FORM OF PERFORMANCE and PAYMENT BONDS

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$ _____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Custodial Services** agreement between Principal and the Village dated __ day of _____, 20__, (hereinafter referred to as the “**Agreement**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Agreement; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Agreement; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea __ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Agreement.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

Exhibit D. Daily Tasks

	FACILITY	Village Hall	Youth Center	Department of Public Works	Police Department *	Fire Administration	Metra Commuter Station	Pace Bus Driver Facility	Warming Shelters at Metra	BG Golf Club*		
General Housekeeping												
Collect all waste and recyclable materials from interior containers and place in designated outdoor containers. Insert liners.		X	X	X	X	X	X	X	X			
Remove fingerprints from doors, moldings and from around light switch plates.		X	X	X	X	X	X		X			
Dust exposed areas of tables, counter tops, file cabinets, bookcases, shelves and desks/credenzas. Papers on these surfaces will not be disturbed.		X	X	X	X	X			X			
Spot clean unobstructed working area surfaces of tables, file cabinets, shelves, etc.		X	X	X	X	X			X			
Clean, scour and sanitize drinking fountains.		X	X	X	X	X			X			
Spot clean all entrance (interior and exterior) door glass, both sides.		X	X	X	X	X	X		X			
Spot clean interior door and partition glass, both sides.		X	X	X	X	X		X	X			
Inspect and replenish towel, tissue, soap dispensers as needed		X	X	X	X	X	X		X			
Remove spider webs in areas near the floor, windows and ceiling/wall edge.		X	X	X	X	X	X	X	X			
Spot clean and polish wall areas of elevators.		X		X	X				X			
Clean and polish elevator doors, molding and control panel areas.		X		X	X				X			
Rest Rooms, Kitchen/Lunchrooms												
Clean, sanitize and polish all metal and vitreous surfaces, including toilet bowls, urinals, hand basins, sinks, microwaves, stove tops and cooking appliances.		X	X	X	X	X	X		X			
Clean all chrome fittings.		X	X	X	X	X	X		X			
Clean and sanitize toilet seats (both sides), baby changing stations, and all counter areas.		X	X	X	X	X	X		X			
Clean mirrors.		X	X	X	X	X	X		X			
Empty all waste receptacles and insert liners. Sanitize interior.		X	X	X	X	X			X			
Damp clean exterior of waste containers.		X	X	X	X	X			X			
Clean and sanitize table tops.		X	X	X	X	X			X			
Dust tops and spot clean fronts of vending machines and refrigerators.		X		X	X	X						
Lunchroom chairs - remove crumbs, drips, etc.			X	X	X							
Spot clean partitions and remove writing where possible.		X	X	X	X	X	X		X			
Dust window sills.		X			X	X			X			
Clean urinal screens, replace/refill urinal and toilet deodorizers as needed.		X	X	X	X	X	X		X			
Spot clean all walls.		X	X	X	X	X	X		X			
Clean and refill all dispensers to include, but not limited to, paper towels, napkins, toilet tissue, soap, toilet seat covers, facial tissue, etc.		X	X	X	X	X	X		X			
Showers (men's and women's) - spot clean chrome fittings and floor with disinfectant.				X	X							
Floor Care - Resilient and Hard												
Remove dust and dirt prior to damp mopping including stairways and elevators.		X	X	X	X	X	X		X			
Damp mop all floors (including stairways, elevators and under mats).		X	X	X	X	X	X		X			
Clean floor mats with a vacuum.		X	X	X	X	X	X		X			
Floor Care - Carpets												
Spot clean (including any gum, candy or stained areas) with cleaner as needed.		X	X	X	X	X			X			

Exhibit D. Daily Tasks

	FACILITY	Village Hall	Youth Center	Department of Public Works	Police Department *	Fire Administration	Metra Commuter Station	Pace Bus Driver Facility	Warming Shelters at Metra	BG Golf Club*		
Vacuum all unobstructed carpeted areas.		X	X	X	X	X				X		
Other												
Damp clean and sanitize exercise equipment, equipment framework and seats, spot clean mirrors.				X	X							
Collect waste from exterior containers and place in designated outdoor containers. Insert liners.		X			X				X			
Pickup litter around building entrances		X	X	X	X	X	X	X				

NOTES:

* Daily Tasks are to be completed at Police Facilities, Arboretum Golf Course, and the Buffalo Grove Golf Course every day of the year including Weekends and Holidays
Daily Tasks are to be completed Monday through Friday at all other facilities.

Exhibit D. Weekly Tasks											
	FACILITY	Village Hall	Youth Center	Department of Public Works	Police Department	Fire Administration	Metra Commuter Station	Pace Bus Driver Facility	Warming Shelters at Metra	BG Golf Club	
General Housekeeping											
Clean and sanitize telephones.		X	X	X	X	X	X			X	
Dust all horizontal surfaces including sills, ledges, moldings, air vents and radiators (including washrooms and lunchrooms), up to light switch plate height.		X	X	X	X	X	X			X	
Clean all entrances (exterior and interior) door glass and damp wipe frames, hardware and kickplates.		X	X	X	X	X	X	X		X	
Remove fingerprints from doors, moldings and from around light switch plates (including washrooms and lunchrooms).		X	X	X	X	X	X	X		X	
Damp wipe complete railings of all stairways.		X		X	X		X			X	
Dust window sills and treatments including vertical blinds		X		X	X	X	X			X	
Spot clean chairs.		X	X	X	X	X	X		X		
Compound sweep all storage areas and mechanical rooms		X		X	X		X				
Vacuum elevator thresholds.		X		X	X						
Add water to fill traps in floor drains		X	X	X	X	X	X	X			
Rest Rooms											
Damp clean partitions and doors and remove writing where possible.		X	X	X	X	X	X	X		X	
Showers (men's and women's)-completely clean and scrub walls, floors and chrome fittings with scum remover and Village approved disinfectant.				X	X						
Floor Care - Resilient and Hard											
Spray polish all tile floors			X	X	X	X		X		X	
Floor Care - Carpets											
Vacuum all obstructed areas (areas that normally could not be reached) and clean edges using a crevice tool.		X	X	X	X	X	X			X	
Other											
Empty and clean exterior smoker stations		X		X	X		X		X		

Weekly Tasks are to be completed fifty two times each year.

Exhibit D. Monthly Tasks

	FACILITY	Village Hall	Youth Center	Department of Public Works	Police Department	Fire Administration	Metra Commuter Station	Pace Bus Driver Facility	Warming Shelters at Metra	BG Golf Club
General Housekeeping										
Vacuum and damp clean all chairs		X		X	X	X	X			
Clean all trash and recycle containers		X	X	X	X	X	X	X		
Dust tops of all lockers.				X	X	X			X	
Polish all furniture		X		X	X	X				
Floor Care - Resilient and Hard										
Scrub and wax all tile floors		X	X	X	X	X	X	X	X	

Monthly Tasks are to be completed twelve times each year

Exhibit D. Biannual Tasks	Facility	Village Hall	Youth Center	Department of Public Works	Police Department	Fire Administration	Metra Commuter Station	Pace Bus Driver Facility	Warming Shelters at Metra	BG Golf Club
General Housekeeping										
Damp wipe all picture frames and clean frame glass.	X	X	X	X	X	X	X		X	
Clean and polish baseboards	X	X	X	X	X	X	X		X	
Clean / wash all walls	X	X	X	X	X	X	X	X	X	
Shampoo all fabric furniture	X		X	X	X	X				
Rest Rooms, Kitchen/Lunchrooms										
Steam / deep clean shower stalls			X	X					X	
Floor Care - Resilient and Hard										
Thoroughly strip tile floors, pickup solution w/wet vac, and refinish w/Village approved sealant.	X	X	X	X	X	X			X	
Floor Care - Carpets										
Machine Shampoo all carpet areas	X	X	X	X	X	X			X	
Other										
Complete cleaning of all exterior glass on inside and outside surfaces (doors, windows, glass walls) by approved professional methods.	X	X	X	X	X	X	X		X	
Clean ceiling fixtures (including registers, grills, etc but do not touch or disturb fire sprinkler heads)	X	X	X	X	X	X	X		X	
Clean ceiling around registers, grills, etc but do not touch or disturb fire sprinkler heads	X	X	X	X	X	X	X		X	
Clean all light fixtures	X	X	X	X	X	X	X		X	
Wash all skylights, exterior and interior				X					X	

NOTES:

Biannual cleanings (twice a calendar year) are to be scheduled with Public Works staff.

Exhibit D. Buffalo Grove Days Event Tasks

	General Event Areas	Food, Beverage and Dining Area	Portable Restrooms	Music Stage Areas			
Friday August 29, 2025 6:00 pm to 12:30 am							
Pick up all trash and replace liners as needed	X	X	X	X			
Empty all Recycling bins and replace liners.	X	X		X			
Restock & Clean Restroom Trailers as needed			X				
Wipe and Clean all tables		X					
Organize all chairs		X					
Pick up all debris on parking lots and grass areas	X	X		X			
Saturday August 30, 2025 11:00 am to 12:30am							
Pick up all trash and replace liners as needed	X	X	X	X			
Empty all Recycling bins and replace liners.	X	X		X			
Restock & Clean Restroom Trailers as needed			X				
Wipe and Clean all tables		X					
Organize all chairs		X					
Pick up all debris on parking lots and grass areas	X	X		X			
Sunday August 31, 2025 11:00 am to 12:30am							
Pick up all trash and replace liners as needed	X	X	X	X			
Empty all Recycling bins and replace liners.	X	X		X			
Restock & Clean Restroom Trailers as needed			X				
Wipe and Clean all tables		X					
Organize all chairs		X					
Pick up all debris on parking lots and grass areas	X	X		X			
Monday September 1, 2025 11:00 am to 7:00pm							
Pick up all trash and replace liners as needed	X	X	X	X			
Empty all Recycling bins and replace liners.	X	X		X			
Restock & Clean Restroom Trailers as needed			X				
Wipe and Clean all tables		X					
Organize all chairs		X					
Pick up all debris on parking lots and grass areas	X	X		X			

NOTES:

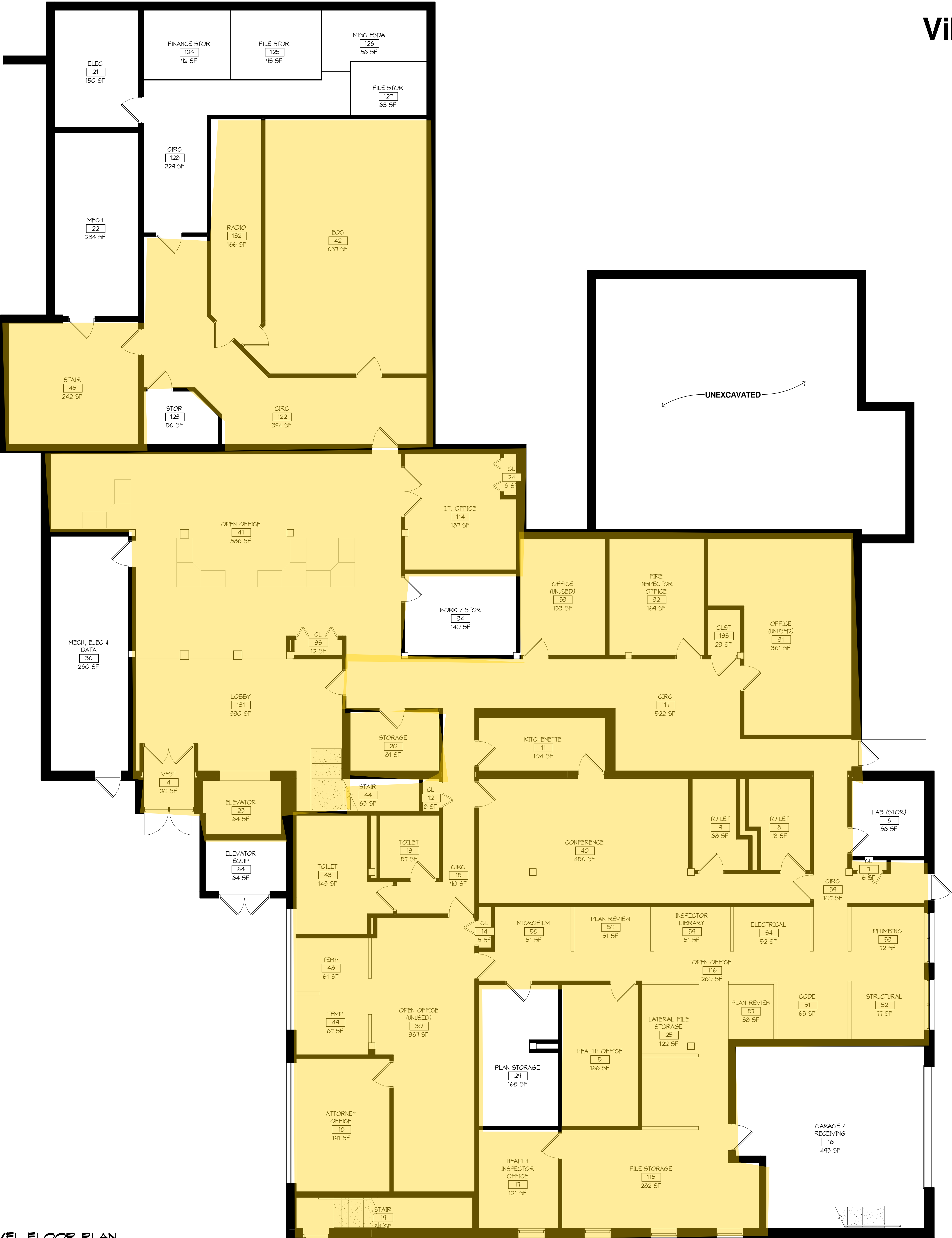
Dates for 2025 are August 29,30,31 and September 1

Dates for 2026 are September 4,5,6,7.

Dates for 2027 are September 3,4,5,6.

Dates for 2028 September 1,2,3,4.

Dates for 2029 are August 31 and September 1,2,3.



1 VILLAGE HALL LOWER LEVEL FLOOR PLAN
3/16" = 1'-0"

VH 1



1 VILLAGE HALL MAIN LEVEL FLOOR PLAN
3/16" = 1'-0"

NEW PUBLIC WORKS FACILITY

1650 Leider Lane
Buffalo Grove, Illinois 60069

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



WOLD ARCHITECTS
AND ENGINEERS
220 North Smith Street, Suite 310
Palatine, Illinois 60067

woldae.com | 847.241.6100

EFFECTIVE CODE REFERENCES

2018 INTERNATIONAL BUILDING CODE (IBC)*
2018 INTERNATIONAL FIRE CODE*
2018 INTERNATIONAL MECHANICAL CODE*
2018 INTERNATIONAL EXISTING BUILDING CODE*
2018 INTERNATIONAL FUEL GAS CODE*
2018 INTERNATIONAL ENERGY CONSERVATION CODE*
2018 ICC ELECTRICAL CODE ADMINISTRATIVE PROVISIONS*
2017 NATIONAL ELECTRIC CODE*
2014 STATE OF ILLINOIS PLUMBING CODE*
2018 STATE OF ILLINOIS ACCESSIBILITY CODE

BUFFALO GROVE MUNICIPAL CODE (TITLE 14) - SIGN CODE
BUFFALO GROVE MUNICIPAL CODE (TITLE 15) - BUILDINGS AND CONSTRUCTION
BUFFALO GROVE MUNICIPAL CODE (TITLE 17) - ZONING ORDINANCE

*WITH AMENDMENTS



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ARCHITECT

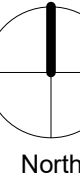
under the laws of the State of ILLINOIS

Matthew J Bickel

License Number: 001-020883 Date: 11/30/24

Description	Revisions	
	Date	Num
Plan Review Comments	06/12/23	1
PR #2	09/08/23	2

Comm: 223079
Date: 04/03/23
Drawn: MG
Check: BB



MAIN LEVEL
CODE PLAN

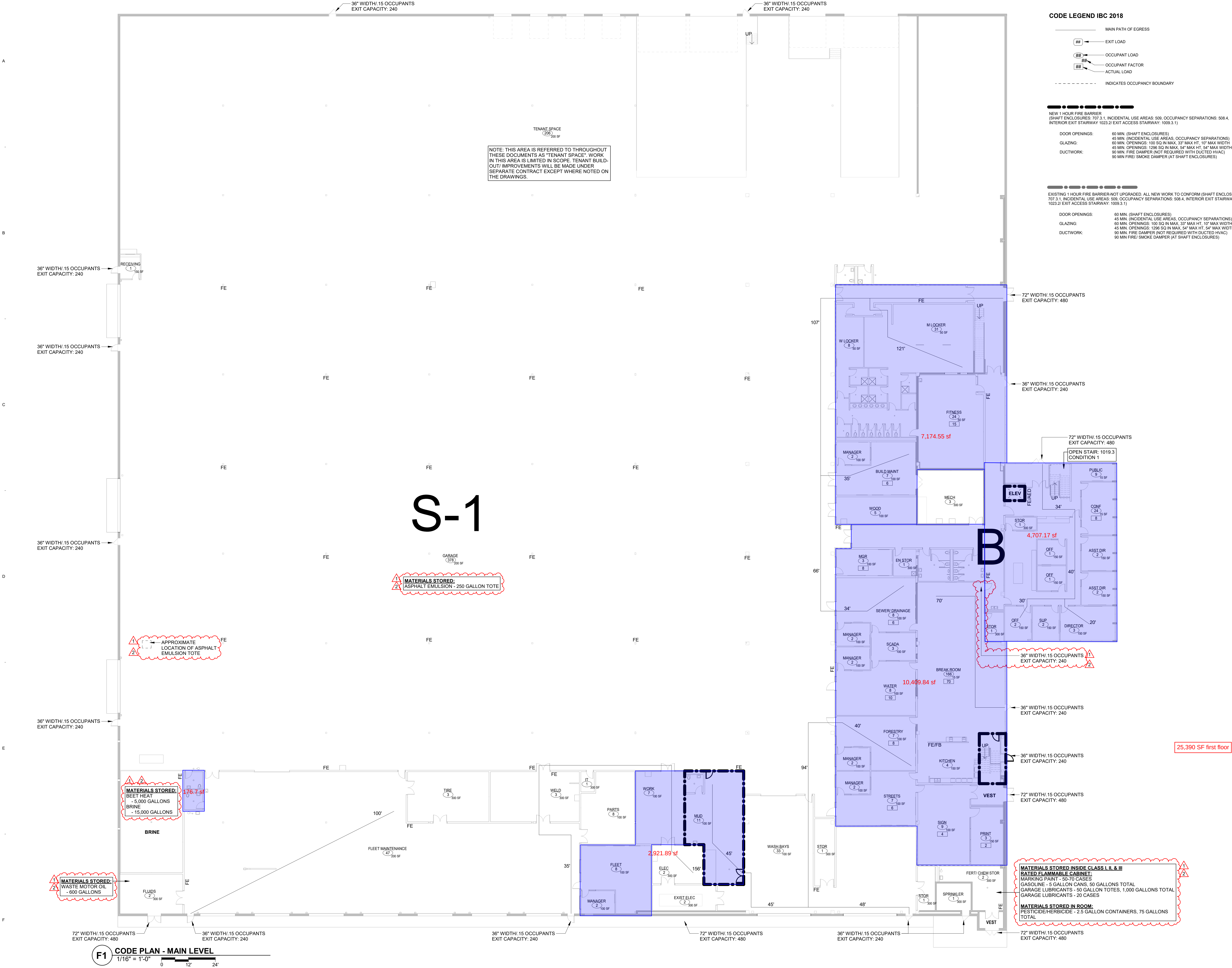
Scale: 1/16" = 1'-0"

A0.10

IL

A

Architect: Bruce J. Bickel, P.E., License No. 001-020883, State of Illinois
Civil Engineer: Bruce J. Bickel, P.E., License No. 001-020883, State of Illinois
06/08/2023 11:54 AM



ISSUE FOR BID

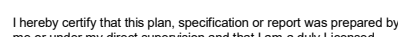
1650 Leider Lane
Buffalo Grove, Illinois 60069



woldae.com | 847 241 6100

2018 INTERNATIONAL BUILDING CODE (IBC)*
2018 INTERNATIONAL FIRE CODE*
2018 INTERNATIONAL MECHANICAL CODE*
2018 INTERNATIONAL EXISTING BUILDING
CODE*
2018 INTERNATIONAL FUEL GAS CODE*
2018 INTERNATIONAL ENERGY CONSERVATION
CODE*
2018 ICC ELECTRICAL CODE ADMINISTRATIVE
PROVISIONS*
2017 NATIONAL ELECTRIC CODE*
2014 STATE OF ILLINOIS PLUMBING CODE*
2018 STATE OF ILLINOIS ACCESSIBILITY CODE

*WITH AMENDMENTS



under the laws of the State of **ARCHITECT**

Manjun/Bin

Matthew J Bickel
License Number: **001-020883** Date: **11/30/2018**

Comm: **223079**
Date: **04/03/23**
Drawn: **MG**
Check: **BB**

Scale: $1/16" = 1'-0"$

ISSUE FOR BID

CODE ANALYSIS (IBC 2018)
FULLY SPRINKLERED

SECTION 302

2. INCIDENTAL USE AREAS

TABLE 509

SECTION 508

1. NO SEPARATION IS REQUIRED BETWEEN ACCESSORY OCCUPANCIES OR THE MAIN OCCUPANCY PER 508.2.4.
2. PER 508.2, ACCESSORY OCCUPANCIES ARE DEFINED AS NOT OCCUPYING MORE THAN 10% OF MAIN OCCUPANCY, SMALL ASSEMBLY AREAS OF LESS THAN 750 S.F. (303.1.2) OR ASSEMBLY AREAS ACCESSORY TO GROUP E.(303.1.3)
3. COMMERCIAL KITCHENS AND DEDICATED RESTAURANT SEATING AREAS DO NOT REQUIRE A SEPARATION.

TABLE 601 / 602

FIRE RESISTANCE

0 HR
0 HR (OR PER TABLE 602)
0 HR
0 => 30 FT.
0 HR
0 HR
0 HR
1 HR < 4 STORIES; 2 HR = 4 STORIES +
0 HR
2 STORIES UNENCLOSED (EXCEPTION 1
1 HR < 4 STORIES; 2 HR = 4 STORIES +

SECTION 504 / 506

**MOST RESTRICTIVE
NON-SEPARATED
OCCUPANCY 508.3**

X*

*507.5 THE AREA OF A GROUP B OR S BUILDING NOT MORE THAN TWO STORIES SHALL NOT BE LIMITED (IF SPRINKLED). BUILDING IS FULLY EQUIPPED WITH A SRINKLER SYSTEM.

SECTION 506

IMITED (IF SPRINKLED).

*THE MEZZANINE IS LESS THAN 1/3 THE AREA OF THE ROOM IT SERVES AND IS NOT COUNTED SQUARE FOOTAGE OR A STORY OF THE ROOM IT SERVES PER 505.2.

CHAPTER 10

1005.3.1, 1005.3.2

** MINIMUM STAIRWAY WIDTH TO BE 44" PER 1009.3.2 (INCLUDING LANDING WIDTH) UNLESS SERVING LESS THAN 50 OCCUPANTS PER 1011.2 FOR ACCESS TO UNOCCUPIED ROOFS AND INTERIOR MECHANICAL ROOMS- 1208.3

TABLE 1017.2
EXIT SYSTEM.)
SPRINKLER
20
2) = 44" OR 36" FOR LESS THAN 50 OCCUPANTS
AND H WITH SPRINKLERED CONSTRUCTION;
ST WIDTH OF THE DEAD-END CORRIDOR.

TABLE 803.13

GROUP	EXIT ENCLOSURES AND EXIT PASSAGEWAYS	CORRIDORS	ROOMS AND ENCLOSED SPACES
B	B / A	C / B	C / C
S	C / B	C / B	C / C

PART 890 TABLE B
IL PLUMBING CODE

WOMEN		TOTAL	
35		70	
WC	LAV	DRINKING FOUNTAINS	SERVICE SINK
4:56-80	4:61-90	1:75	1 PER FLOOR
4	4	2	2
6**	3***	5	6

*** AN ADDITIONAL 10 TOTAL UNISEX LABORATORIES ARE PROVIDED THROUGHOUT THE BUILDING

IEBC 305.7 ALTERATIONS

ALTERED ITEMS SHALL COMPLY WITH ACCESSIBILITY CODES. ALTERATIONS AFFECTING PRIMARY FUNCTIONS SHALL REQUIRE UPGRADE TO THE ACCESSIBLE ROUTE, INCLUDING THE FOLLOWING:

1. ACCESSIBLE ROUTE TO PRIMARY FUNCTION
2. ACCESSIBLE TOILET FACILITIES
3. ACCESSIBLE PARKING
4. ACCESSIBLE DRINKING FOUNTAINS

THE ENERGY CODE USED FOR THIS PROJECT IS

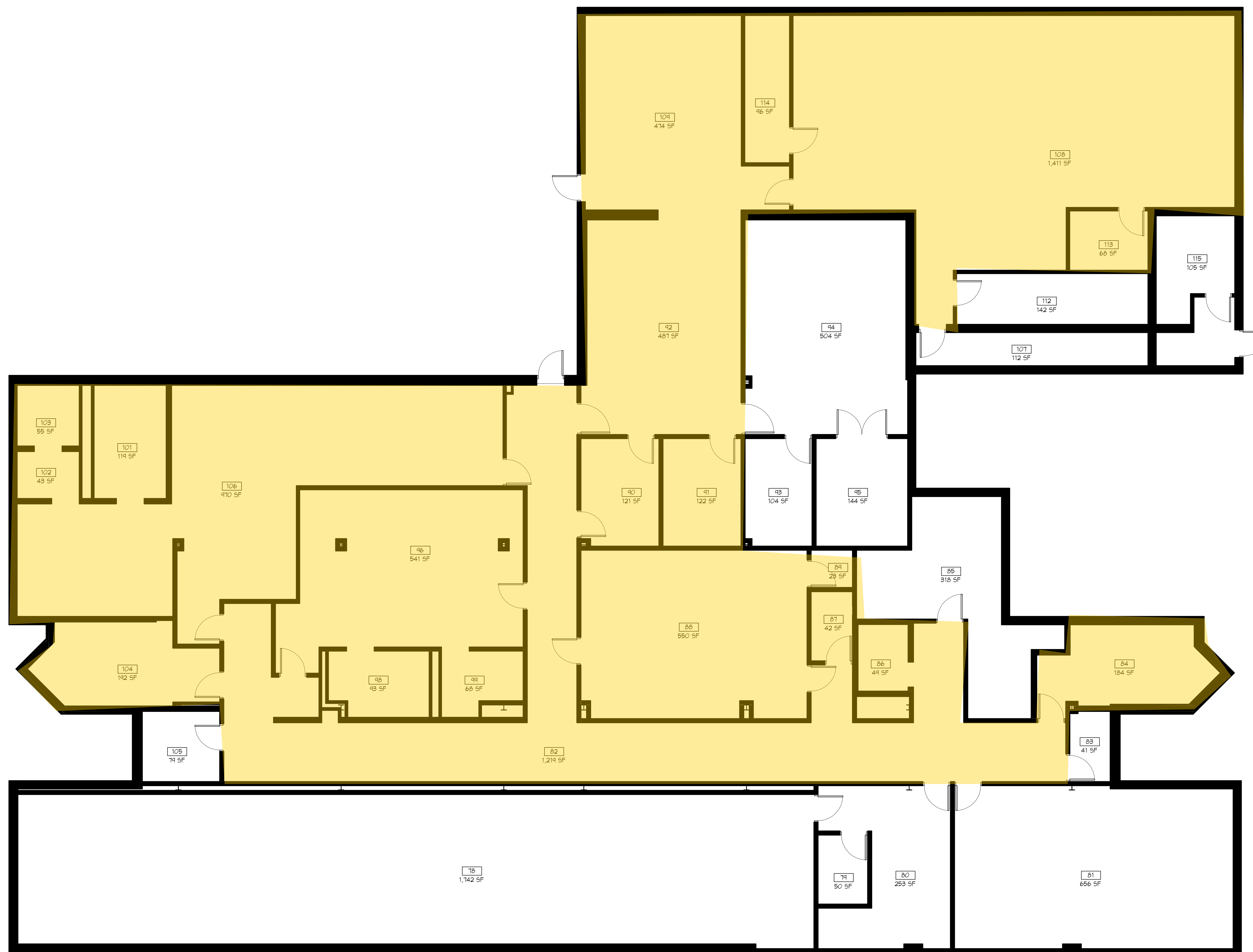
2018 INTERNATIONAL ENERGY CONSERVATION CODE

THE BUILDING IS IN ZONE #:

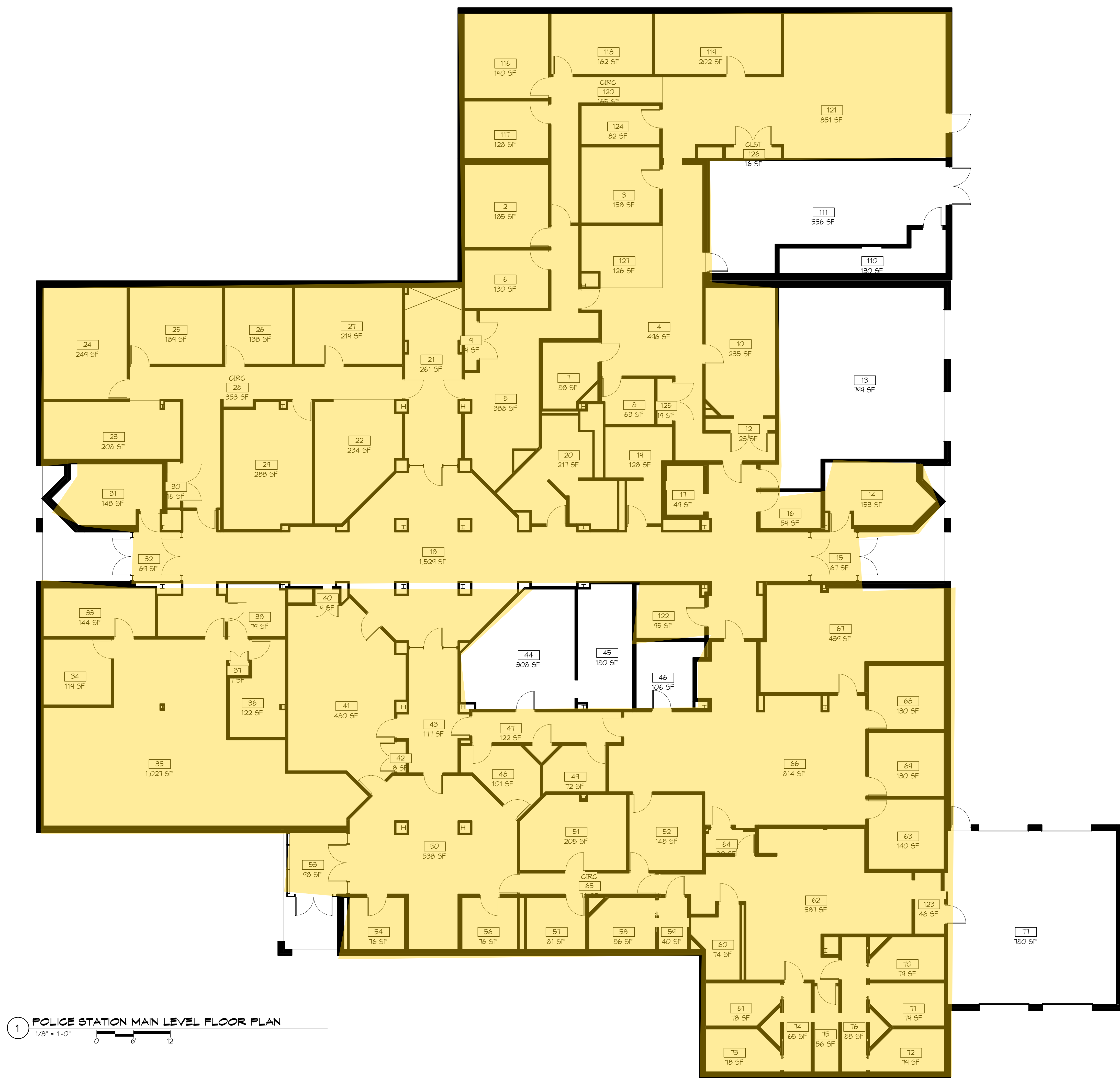
S-1 B

10 CODE PLAN - UPPER LEVEL
1/16" = 1'-0" 

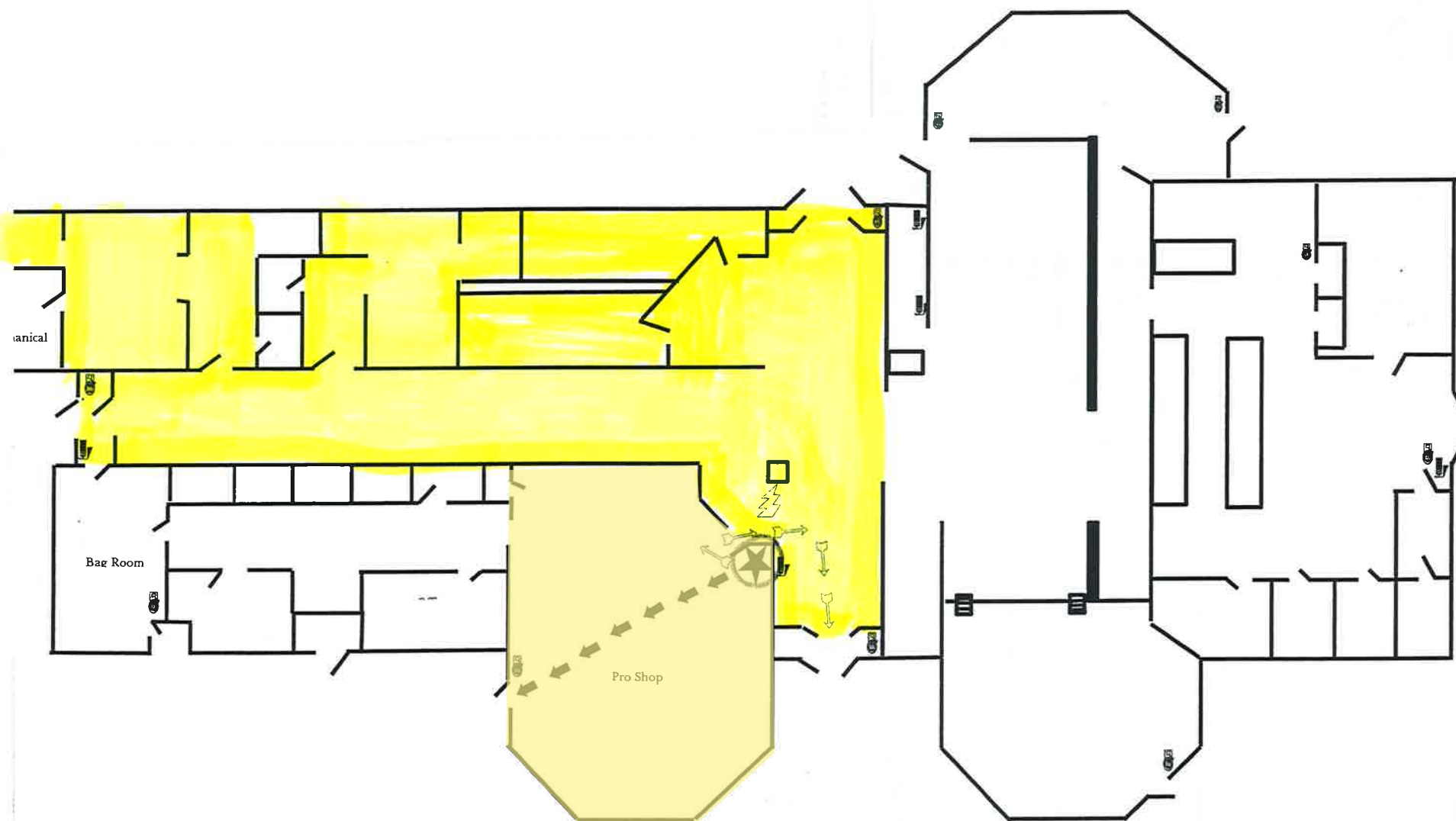
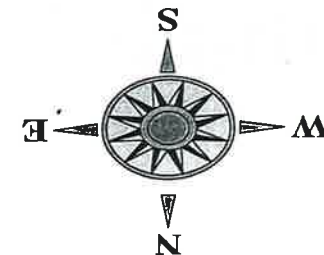




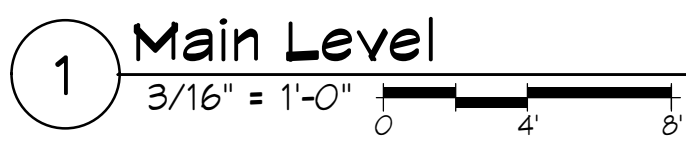
Police Station - Lower Level



Police Station - Main Level



Buffalo Grove Golf Club Floor Plan



Buffalo Grove Days 2024





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.d.

Authorizing execution of Multiple Contract Extensions

Contacts

Liaison: Trustee Bocek

Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve authorization for staff to execute multiple contract extensions as detailed in the attached memo.

Summary

Recommendation

Staff recommends that the Village President and Board of Trustees authorize staff to execute the following Contract extensions as listed below and further detailed in the attached memo.

1. A one-year contract option with Yellowstone Landscape Inc., for Tree Planting Services
2. A one-year contract option with Midwest Power Industry, for Generator Maintenance
3. A one-year contract option with City Escape Garden and Design., for ROW and Median Mowing Services
4. A two-year contract option with City Escape Garden and Design., for Landscape Maintenance Services
5. A one-year contract option with Wold Ruck Pate for Architectural Services
6. A one-year contract option with FGM Architects for Architectural Services
7. A one-year contract option with Dakota K Inc., for Fleet Maintenance
8. A one-year contract option with Fire Services Inc for Fire Department Fleet Maintenance.
9. A two-year contract option with InterDev, Inc. for IT Services
10. A one-year contract option with Municipal GIS Partners, Inc. for Geographical Information Services
11. A one-year contract option with DataProse LLC for Utility Bill Printing and Mailing Services.

12. A one-year contract option with B&F Construction Code Services for contract inspections & plan review services.
13. A one-year contract option with National Power Rodding Corp., for Manhole Rehabilitation Services

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. Fall Contract Extensions 2024-2025





MEMORANDUM

DATE: October 10, 2024
TO: Village Manager Dane Bragg
FROM: Purchasing Manager Tom Wisniewski
SUBJECT: Fall Contract Extensions

RECOMMENDATION

Dane, staff will bring the following recommendations for contract extensions before the Village Board as a single item on October 21.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first and final contract option with Yellowstone Landscape Inc., for Tree Planting Services to cover the period from February 6, 2025, to February 6, 2026. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$116,520.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second and final one-year contract option with Midwest Power Industry, for Generator Maintenance and as Needed Repairs to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 2% is expected and the base contract amount is set at a not to exceed amount of \$31,840.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second one-year contract option with City Escape Garden and Design., for Right of Way and Median Mowing Services to cover the period from April 1, 2025, to April 1, 2026. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$102,485.00 per year.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second and final two-year contract option with City Escape Garden and Design., for Landscape Maintenance Services to cover the period from May 18, 2025, to May 18, 2027. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$204,915.00 per year.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Wold Ruck Pate for Architectural Services to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. Prices are based upon project cost and type.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with FGM Architects for Architectural Services to cover the period from February 6, 2025, to February 6, 2026. This work would be expected to continue to be done within the 2025 approved budget amount. Prices are based upon project cost and type.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first one-year contract option with Dakota K Inc., for Fleet Maintenance to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 3.5% is expected and the base contract amount is set at a not to exceed amount of \$25,000.00

Staff recommends that the Village President and Board of Trustees authorize staff to execute the fourth and final one year contract option with Fire Services Inc., for Fire Department Fleet Maintenance to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$193,172.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with InterDev, Inc. for IT Services to cover the period from January 1, 2025, to December 31, 2026. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 5% is expected per year and the base contract amount is set at a not to exceed amount of \$677,075.00 per year.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Municipal GIS Partners, Inc. for Geographical Information Services to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 4.5% is expected and the base contract amount is set at a not to exceed amount of \$168,336.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with DataProse LLC., for Utility Bill Printing and Mailing Services to cover the period from January 1, 2025, to December 31, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$11,311.00. The contractual cost does not include postage as this is a passthrough cost.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the fourth and final one year contract option with B&F Construction Code Services, for Contract Inspections and Plan Review Services to cover the period from November 3, 2024, to November 3, 2025. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 2% is expected and the base contract amount is set at a not to exceed amount of \$250,000.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with National Power Rodding Corp., for Manhole Rehabilitation Services to cover the period from April 1, 2025, to April 1, 2026. This work would be expected to continue to be done within the 2025 approved budget amount. A price increase of no more than 3% is expected and the base contract is set at a not to exceed amount of \$150,000.

I have reviewed the performance of each of the above-listed contractors/vendors with the staff from the individual department responsible for managing each contract. Staff has reported that each of the above-listed contractors has either met or exceeded the expectations of the contract.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.e. O-2024-092

Ordinance Approving an Intergovernmental Agreement with the State of Illinois for Grant Funding from the Department of Commerce & Economic Opportunity

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the ordinance approving the agreement with the State of Illinois for grant funding from the Department of Commerce and Economic Opportunity (DCEO).

Summary

Recommendation

Staff recommends approval of an ordinance to enter into an agreement with the State of Illinois for grant funding from the Department of Commerce and Economic Opportunity (DCEO).

Background

The Bordeaux natural areas encompass roughly 11 acres of lowland south of Aptakisic Road generally surrounding Bordeaux Courts East and West. The area is difficult to maintain due to the invasive plants proliferating in the area. These invasives block drainageways and culverts, act as a fire hazard, and offer few benefits to the local ecology and water quality. The bikepath through the area has become consistently unusable as a result.

Analysis

Public Works received a grant from the Illinois Department of Commerce and Economic Development in the amount of \$550,000.00 to address the closed bikepath. Initial plans for a boardwalk proved far too costly and only addressed issues associated with multi-use path access. Through working with the State and our consultant Hey and Associates, Inc., we have developed a more comprehensive project to mitigate the multi-use path closures while improving the ecology of the area and ensuring a more maintainable, sustainable improvement consistent with organizational goals.

Financial Impact

The grant reimburses capital expenditures up to \$550,000.00 for work associated with drainage and path improvements in the Bordeaux natural areas.

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 -Bordeaux Grant
2. 24-203073 Notice of Grant Award
3. 24-203073 Uniform Grant Budget





ORDINANCE 2024-xxx

AN ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF ILLINOIS TO RECEIVE GRANT FUNDING FOR THE BORDEAUX NATURAL AREA DRAINAGE AND NATURALIZATION PROJECT

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

WHEREAS the Village seeks to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to a \$550,000.00 capital improvements grant to the Bordeaux Natural Areas for the Village of Buffalo Grove.; and

WHEREAS the Village of Buffalo Grove has determined that the Project is consistent with strategic priorities.

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 does hereby authorize authorized signatories to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to \$550,000.00 in capital improvements grant funding for the Village of Buffalo Grove for the Bordeaux Natural Area improvements, pending attorney review.

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

DRAFT



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Buffalo Grove**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Buffalo Grove (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

VILLAGE OF BUFFALO GROVE

By: Type text here

Signature of Kristin A. Richards, Director

Date: _____

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Eric Smith

Printed Title: Village President

Email: esmith@vbg.org

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **09/01/2024** and expires on **08/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$550,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site improvements. If applicable, the State Award Identification Number (SAIN) is 1758-48392.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **VVRJU7823NY4** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **362525051** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	
☒ Governmental Unit	☐ P = partnership
☐ Estate or Trust	☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has 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.

(b) **Bid Rigging.** Grantee 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 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor 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 Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have 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 pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee 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. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any 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; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the Village of Buffalo Grove in Lake County.

Funds from this Grant will be utilized for a portion of costs, including any that are prior incurred, associated with capital improvements for the Bordeaux Open Space and Trail Restoration project in Buffalo Grove, IL. Grant funds will cover the construction of a bike path near the Bordeaux Court Subdivision. The north/south portion of the trail starts south of Aptakisic Road (behind 618 Bordeaux Court W) to north of Brandywyn Lane (adjacent to 1546 Brandywyn Ln). The east/west tie-in for the path will include a portion traveling from the sidewalk on Lyon Court (just south of 614 Lyon Court) to the north/south path. There will also be an east/west path along the south side of Bordeaux Court W terminating at Brandywyn Lane on the east and meeting with the rest of the path at approximately 624 Bordeaux Court W. Grant funds will also cover native wetland restoration near the Prairie Elementary School located at 1530 Brandywyn Lane in Buffalo Grove. The wetland portion of the project will include bondable activities such as: clearing, drainage, excavation, earth disposal, regarding multi-use trail installation, and landscape work to restore locally native plants. Wetland restoration is needed due to degraded conditions ecologically and drainage and flooding issues in the area. The Grantee will restore the wetlands to a more natural state. All other work associated with the completion of this project will be paid for via the use of other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of bondable items such as: limestone screening or asphalt paving and path regrading for drainage and accessibility purposes as needed.
- **Construction Management/Oversight** – to include costs associated with managing the construction activities and/or overseeing all aspects of the construction project.
- **Other Construction Expenses** – to include bondable items such as: purchase and construction costs associated with clearing & excavation to grade, storm & culvert improvements, and landscaping improvements.
- **Contingency** –coverage of potential cost overruns in any of the other utilized Grant budget line-item categories.

Completion of this project will benefit the public by providing recreation trails through areas that will be reliably accessible and provide for passive recreation. Additionally, benefits include limiting maintenance needs and costs of the area, improving drainage, improving the water quality of surface waters to Aptakisic Creek, and providing a high-quality habitat for local plants, animals, and pollinators.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Eric Smith
Title: Village President
Address: 50 RAUPP BLVD
Buffalo Grove, IL 60089-2139

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: LaLonna Jackson
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-782-3805
TTY#: (800) 785-6055
Email: LaLonna.J.Jackson@illinois.gov
Address:

GRANTEE CONTACT

Name: Andrea Larson
Title: Engineer
Address: 50 RAUPP BLVD
Buffalo Grove, IL 60089-2139
Phone: 847-808-2643
TTY#: N/A
Email: ALarson@vbg.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Andrea Larson
Authorized Designee Title: Civil Engineer I
Authorized Designee Phone: 847-459-2552
Authorized Designee Email: alarson@vbg.org

Authorized Designee Signature: 

Authorized Signatory Approval: _____

Authorized Designee: Kyle Johnson
Authorized Designee Title: Deputy Director of Public Works/Village Engineer
Authorized Designee Phone: 847-777-6007
Authorized Designee Email: kjohnson@vbg.org

Authorized Designee Signature: 

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: James Kanter
Email: james.f.kanter@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must 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 Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will 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 Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

October 2024

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

June 2026

- Quarterly Periodic Financial Report (06/01/2026) - Covering Period of 04/01/2026 - 04/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/01/2026) - Covering Period of 04/01/2026 - 04/30/2026; Send To: Grant Manager
- End of grant Closeout Financial Report (06/15/2026) - Covering Period of 05/01/2024 - 04/30/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (06/15/2026) - Covering Period of 05/01/2024 - 04/30/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	X	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	Village of Buffalo Grove	DUNS Number:	74402751
NOFO Number:		Grant Number:	24-203073
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$550,000.00	
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Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$550,000.00	
1219 PAVING/CONCRETE/MASONRY		\$95,000.00
1221 CONSTRUCTION MGMT & OVERSIGHT		\$55,000.00
1233 OTHER CONSTRUCTION EXPENSES		\$345,000.00
1235 CONTINGENCY		\$55,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$550,000.00	\$550,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$550,000.00	\$550,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: Village of Buffalo Grove

Signature: _____

Printed Name: Chris Black

Title: Finance Director

Phone: 847-459-2500

Date: _____

Institution/Organization: Village of Buffalo Grove

Signature: _____

Printed Name: Eric N. Smith

Title: Village President

Phone: 847-459-2500

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.f. O-2024-093

Ordinance Authorizing Execution of a Contract with Everlast Blacktop Inc. for the Arboretum Golf Club Path Improvement Project

Contacts

Liaison: Trustee Bocek

Staff: Geoff Tollefson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of asphalt path improvement services from Everlast Blacktop Inc. in an amount not to exceed \$82,819.00.

Summary

Background

Staff led a bid for the Arboretum Golf Club Path Improvement project. This project includes overlaying the existing asphalt cart path at various locations throughout the Arboretum Golf Club.

Bids were received from Everlast Blacktop Inc., and Maneval Construction Company, Inc. A copy of the bid tab is attached for reference. Everlast Blacktop Inc. is the lowest responsive and responsible bidder. Everlast Blacktop Inc is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

Due to the scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$7,529 (10.0% of the project cost). This work is expected to be done within the 2024 approved budget amount.

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Everlast Blacktop Inc., for the Arboretum Golf Club Path Improvement project in an amount not to exceed \$82,819.00 which includes the 10% contingency, pending final review and approval of the contract by the Village Attorney.

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 - Arbo Path Project
2. Final Bid Tabulation - Arbo Path Improvements
3. Bid Recommendation - Arbo Path Improvements





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH EVERLAST BLACKTOP INC., FOR THE ARBORETUM GOLF CLUB PATH IMPROVEMENT PROJECT

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 a contract with Everlast Blacktop Inc., for the Arboretum Golf Club Path Improvement project in an amount not to exceed \$82,819.00 which includes the 10% contingency, pending final review and approval of the contract 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

Client:

Village of Buffalo Grove

Project:

Arboretum Golf Club Path Improvements (VoBG-2024-23)

GHA Project No:

4798.102

Project Manager:

Lucas Deferville

Bid Opening Date:

10/3/2024

Bid Opening Location:

Virtual

				<i>Engineer's Opinion of Probable Cost</i>		<i>BID TABULATION</i>			
						<i>Everlast Blacktop Inc. Elgin, IL</i>		<i>Maneval Construction Company, Inc. Ingleside, IL</i>	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Tree Root Pruning	1,000.0	FT	\$15.00	\$15,000.00	\$4.25	\$4,250.00	\$1.10	\$1,100.00
2	Bituminous Materials (Tack Coat)	1,350.0	LBS	\$1.00	\$1,350.00	\$1.00	\$1,350.00	\$0.10	\$135.00
3	Mixture for Cracks, Joints, and Flangeways	5.0	TN	\$500.00	\$2,500.00	\$140.00	\$700.00	\$95.50	\$477.50
4	Hot-Mix Asphalt Surface Removal - Butt Joint	320.0	SY	\$30.00	\$9,600.00	\$40.00	\$12,800.00	\$45.85	\$14,672.00
5	Hot-Mix Asphalt Surface Course, Mix 'D', IL-9.5, N50	255.0	TN	\$150.00	\$38,250.00	\$138.00	\$35,190.00	\$421.30	\$107,431.50
6	Mobilization	1.0	LS	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$4,859.00	\$4,859.00
7	Traffic Control and Protection (Special)	1.0	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
Total Bid:				\$80,200.00		\$75,290.00		\$129,675.00	

October 3, 2024

Mr. Geoff Tollefson
PGA Head Golf Professional
Village of Buffalo Grove
401 W Half Day Road
Buffalo Grove, Illinois 60089



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

www.gha-engineers.com

Re: Arboretum Golf Club Path Improvements
VoBG-2024-23
Bid Results and Recommendation for Award

Dear Mr. Tollefson:

On Thursday, October 3, 2024, bid proposals for the above referenced project were received, opened, and publicly read aloud via a Microsoft Teams video conference. This project includes overlaying the existing asphalt cart path at various locations throughout the Arboretum Golf Club.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by two (2) contractors. As-read, the bid amounts ranged from \$75,290.00 to \$129,675.00; the Engineer's Opinion of Probable Cost (EOPC) was \$80,200.00. The as-read low bid of \$75,290.00 was received from Everlast Blacktop Inc. of Elgin, Illinois.

Everlast Blacktop Inc. is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

We recommend that the Village Board authorize the award of a construction contract for the Arboretum Golf Club Path Improvements to Everlast Blacktop Inc. in the amount of \$75,290.00.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 344-5719 or by email at ldeferville@gha-engineers.com.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Lucas Deferville", is written over the printed name and title.

Lucas Deferville
Assistant Director of Construction & Survey Services

Encl.: Bid Summary

CC: Tom Wisniewski – Village of Buffalo Grove



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.g. R-2024-23

Resolution Approving Adoption of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the resolution adopting the 2024 update to the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

Summary

Recommendation

Approve the resolution adopting the 2024 update to the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

Background

The Cook County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) addresses natural hazards that may impact Cook County and identifies activities to prevent, prepare for and respond to potential hazards. The adoption of a FEMA-accredited Hazard Mitigation Plan, and its update every five years, allows the Village to be eligible for federal disaster mitigation grants and provides credit for the Village's participation in FEMA's Community Rating System (CRS), which reduces flood insurance costs in Buffalo Grove.

Analysis

In 2023, the Village adopted Lake County's All-Natural Hazard Mitigation plan. Recently-updated FEMA guidance no longer discourages participation in multiple plans. Since participation in county-specific plans can improve opportunities to receive disaster mitigation funding, Village staff determined it would be advantageous to participate in and adopt both the Cook County and Lake County plans.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Goal

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

File Attachments

1. DRAFT Resolution - Cook Co MJ Hazard Mitigation Plan 2024





RESOLUTION 2024-xx

A RESOLUTION ADOPTING THE 2024 UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

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

WHEREAS, the Village of Buffalo Grove recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, the Village of Buffalo Grove recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community; and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Act") which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

WHEREAS, FEMA supports pre- and post-disaster grant funding through the Hazard Mitigation Assistance Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

WHEREAS, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act's requirements, 125 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan and its associated local hazard mitigation plan annexes; and

WHEREAS, the 2024 Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V.

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 and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. The Village of Buffalo Grove hereby accepts, approves and adopts in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2; and the Village Jurisdictional Annex of Volume 2 of the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan.

SECTION 3. The Village of Buffalo Grove will continue to participate in updating and revising the 2024 Plan, with another plan review and revision occurring within a five-year cycle. Designated staff will provide annual progress reports on the status of implementation of the 2024 Plan to the Village Board of Trustees.

SECTION 4. 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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.h. O-2024-094

Ordinance Authorizing an Amendment to a Development Improvement Agreement with the Buffalo Grove Park District for Mike Rylko Community Park

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the Amendment to the Development Improvement Agreement with the Buffalo Grove Park District Mike Rylko Community Park development.

Summary

Recommendation

Staff recommends approval of an Amendment to the Development Improvement Agreement with the Buffalo Grove Park District Mike Rylko Community Park development.

Background

The Buffalo Grove Park District has received a grant and is contributing from its own funds to make significant improvements to the Mike Rylko Community Park located at 951 McHenry Road. Redevelopment of the park will include a new amphitheater, pavilion, reconfigured and improved playgrounds, splash pad, buildings, concrete and asphalt trails, and landscaping. The second phase includes the improvements to the Spray 'N Play splash pad.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all of the utilities such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items. The DIA was written for all phases of improvement at 951 McHenry Road, but the specific plans were not included in the initial work. Additionally, the timeframe is being updated to allow for this next phase to be completed in a timely manner.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance Rylko Phase 2 DIA Amendment 10.8.24
2. DIA_Rylko Park Improvements 2023-09-18
3. Mike Rylko Spray N Play Plans 2024_09_23





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING AN AMENDMENT TO A DEVELOPMENT IMPROVEMENT AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT FOR MIKE RYLKO COMMUNITY PARK

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

WHEREAS the Village seeks to approve an amendment to a Development Improvement Agreement with the Buffalo Grove Park District for Mike Rylko Community Park.

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 President is authorized to execute an amendment to a Development Improvement Agreement with the Buffalo Grove Park District for Mike Rylko Community Park to include Phase 2 of construction exhibits and extend the completion timeline for 24 months after the approval of this ordinance, all other terms of the agreement are in full force and effect, a copy of said amendment is attached hereto, pending attorney review.

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

Mike Rylko Park Community Park Improvements
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 18th day of September 2023 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Buffalo Grove Park District, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by uplandDesign Ltd, who have hired and included plans from registered professional engineers (the "Site Plan"), which Preliminary Plans were approved by the Village pursuant to Ordinance No. 2023-11 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to assure the Village as to the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Developer is a municipal entity in the Village authorized under the Park District Code to improve Parks under its jurisdiction. The Buffalo Grove Park District shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines

and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto.

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village May assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees, to the extent authorized under the Park District Code, to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time

limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all parking lots or access drives (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which parking lots or access drives have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

10. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is

provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the Village's financial contribution to the Developer's project as described in Village Ordinance 2023-10.

11. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

12. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one-year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

13. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan dated October 20, 2022 per Village Ordinance 2023-11, and the obligations contained therein.

14. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

15. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By 
Village President

DEVELOPER:

**Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089**

By: 
Name: Erika Strojanc, CPRE
Title: Executive Director

Mike Rylko Park Community Park Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

N/A

KNOWN AS: **951 McHenry Road, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-29-400-019

AREA = 3,284,424 SQ. FT. OR 75.4 ACRES

Mike Rylko Park Community Park Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Mike Rylko Park Community Park Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: uplandDesign Ltd

Entitled: Mike Rylko Community Park Amphitheater Development

Consisting of: 77 sheets last revised 09/07/2023

(see following pages)

Mike Rylko Park Community Park Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Phase 1 Final Engineering and Landscaping Plans prepared by: uplandDesign Ltd

Entitled: Mike Rylko Community Park Amphitheater Development

Consisting of: 77 sheet(s), last revised 09/07/2023

Phase 2 Final Engineering and Landscaping Plans prepared by: uplandDesign Ltd

Entitled: Mike Rylko Community Park Spray 'N Play Renovation

Consisting of: 36 sheet(s), last revised 09/23/2024

(see following pages)

Mike Rylko Park Community Park Improvements
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Bid Worksheet for:
Mike Rylko Community Park
Amphitheater Development

Contractor: _____



Buffalo Grove Park District
Mike Rylko Community Park Amphitheater Development
530 Bernard Dr.
Buffalo Grove, IL 60089

Project # 1055

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

EA = Each

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals, Earthwork, Topsoil Stripping and Placement, Topsoil Respread, & Clay Excavation and Embankment	1	LS	\$ 459,565.43	\$ 459,565.43
2	Layout & As-Built Survey	1	L.S.	\$28,933.48	\$ 28,933.48
3	Allowance - General Project Allowance (to be Preapproved by Owner)	1	LS	\$ 75,000.00	\$ 75,000.00
4	Allowance - Cast-In-Place Concrete (to be Preapproved by Owner)	1	LS	\$ 5,000.00	\$ 5,000.00
5	Allowance - Structural Steel Framing (to be Preapproved by Owner)	1	LS	\$ 4,000.00	\$ 4,000.00
6	Allowance - Door Hardware (to be Preapproved by Owner)	1	LS	\$ 85,000.00	\$ 85,000.00
7	Allowance - Inspecting and Testing (to be Preapproved by Owner)	1	LS	\$ 10,000.00	\$ 10,000.00
8	Allowance - Concrete Testing (to be Preapproved by Owner)	1	LS	\$ 10,000.00	\$ 10,000.00
9	Allowance - HVAC Testing, Adjusting, and Balancing (to be Preapproved by Owner)	1	LS	\$ 5,000.00	\$ 5,000.00
10	Allowance - Removal and Haul off of Unsuitable Material, Supply and Install of Porous Granular Embankment (to be Preapproved by Owner)	150	CY	\$ 78.70	\$ 11,805.00
11	1' Depth Porous Soil Mix at Detention Basin	1	LS	\$ 27,169.69	\$ 27,169.69
12	Silt Fence	1550	LF	\$ 3.47	\$ 5,378.50
13	Inlet Protection	12	EA	\$ 232.63	\$ 2,791.56
14	Construction Entrance	1	EA	\$ 10,363.97	\$ 10,363.97
15	Concrete Washout	1	EA	\$ 3,934.95	\$ 3,934.95
16	Rip Rap	6	CY	\$ 955.96	\$ 5,735.76
				Subtotal	\$ 749,678.34

Bid Worksheet for:
Mike Rylko Community Park
Amphitheater Development

Contractor: _____

BUILDINGS					
17	Amphitheater Building, complete	1	LS	\$ 1,985,209.74	\$ 1,985,209.74
SHADE STRUCTURE					
18	3-Tier Metal Shelter, complete	1	LS	\$ 339,099.70	\$ 339,099.70
SITE IMPROVEMENTS					
19	Asphalt Paving - Trail	1582	SY	\$ 50.92	\$ 80,555.44
20	Asphalt Paving - Vehicular	680	SY	\$ 74.07	\$ 50,367.60
21	Concrete Paving	13816	SF	\$ 12.61	\$ 174,219.76
22	Heavy Duty Concrete Paving	834	SF	\$ 22.86	\$ 19,065.24
23	Flush Concrete Curb at Parking	671	LF	\$ 52.08	\$ 34,945.68
24	Raised Curb at Asphalt	58	LF	\$ 49.77	\$ 2,886.66
25	Grasspave2	6039	SF	\$ 6.69	\$ 40,400.91
26	Cast in Place Wall including Tapered Edge at Amphitheater	671	LF	\$ 405.07	\$ 271,801.97
27	Cast in Place Retaining Wall	22	LF	\$ 405.07	\$ 8,911.54
28	Concrete Stairs with Prefinished Handrails at Amphitheater	1	LS	\$ 47,450.90	\$ 47,450.90
				Subtotal	\$ 730,605.70
SITE ELECTRICAL					
29	Light Fixtures and GFCIs at 3-Tier Metal Shelter including Electrical Connections and Wiring	1	LS	\$ 28,933.48	\$ 28,933.48
30	Pedestrian Light Poles including Electrical Connections and Wiring	13	EA	\$ 8,367.56	\$ 108,778.28
	Amphitheater Electrical Work including Electrical Connections and Wiring	Include in Amphitheater Building Item #17			
				Subtotal	\$ 137,711.76
SITE UTILITIES					
31	6" Sanitary Sewer PVC	184	LF	\$ 106.48	\$ 19,592.32
32	8" Sanitary Sewer PVC	122	LF	\$ 99.53	\$ 12,142.66
33	48" Diameter Manhole	2	EA	\$ 7,433.59	\$ 14,867.18
34	Core and Connect to Existing Sanitary Manhole	1	EA	\$ 7,290.08	\$ 7,290.08
35	Trench Backfill	1	LS	\$ 2,740.58	\$ 2,740.58
36	4" Underdrain Perforated HDPE	960	LF	\$ 42.82	\$ 41,107.20
37	8" Storm Sewer PVC, SDR 26	25	LF	\$ 96.06	\$ 2,401.50
38	10" Storm Sewer PVC	150	LF	\$ 64.81	\$ 9,721.50
39	12" Storm Sewer RCP	185	LF	\$ 68.28	\$ 12,631.80
40	12" Storm Sewer DIP	120	LF	\$ 133.09	\$ 15,970.80
41	21" Storm Sewer RCP	265	LF	\$ 97.22	\$ 25,763.30

Bid Worksheet for:
Mike Rylko Community Park
Amphitheater Development

Contractor: _____

42	24" Diameter Inlet	5	EA	\$ 2,546.15	\$ 12,730.75
43	48" Diameter Manhole, Type A	3	EA	\$ 7,034.31	\$ 21,102.93
44	12" Nyloplast Inlet	2	EA	\$ 2,314.68	\$ 4,629.36
45	12" Flared End Section with Grate	1	EA	\$ 2,532.26	\$ 2,532.26
46	Trench Backfill	1	LS	\$ 19,717.58	\$ 19,717.58
47	1.5" Type K Copper Service with B-Box and Corp.	173	LF	\$ 129.62	\$ 22,424.26
48	Connection to Existing Water Stub	1	EA	\$ 4,455.76	\$ 4,455.76
49	Trench Backfill	1	LS	\$ 2,532.26	\$ 2,532.26
	Building Utilities	Included in Related Building Bid Item			
				Subtotal	\$ 254,354.08
LANDSCAPE AND RESTORATION					
50	Shade Tree	30	EA	\$ 760.80	\$ 22,824.00
51	Evergreen Tree	5	EA	\$ 564.32	\$ 2,821.60
52	Ornamental Tree	15	EA	\$ 472.04	\$ 7,080.60
53	Shrub	4	EA	\$ 125.86	\$ 503.44
54	Perennial & Ornamental Grass	155	EA	\$ 16.99	\$ 2,633.45
55	Native Seeding Established	1	LS	\$ 20,047.43	\$ 20,047.43
56	Native Establishment Maintenance Contract	3	YEARS	\$7,351.42	\$ 22,054.26
57	Lawn restoration and establishment including core aeration, seeding, fertilizing, and erosion control blanket cover at all disturbed areas.	1	LS	\$ 35,563.87	\$ 35,563.87
				Subtotal	\$ 113,528.65

Site Developments Total \$ \$2,353,242.92

Building Total \$ \$1,956,945.05

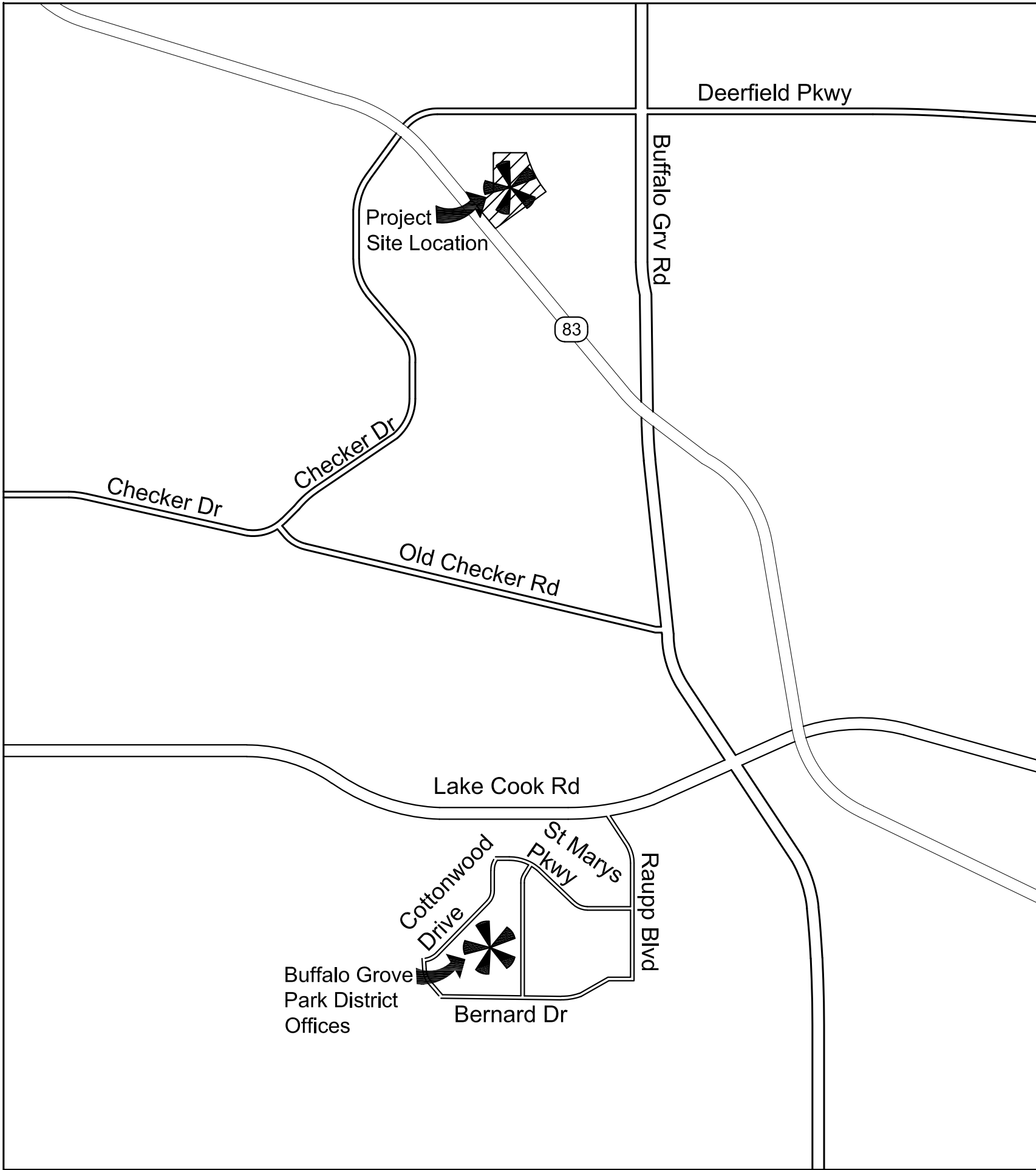
Base Bid Total \$ \$4,310,187.97

Base Bid in Writing:

	BID - P1	\$	2,353,242.92	
	EOPC - P2	\$	219,083.10	
	EOPC - P3	\$	78,300.00	
	TOTAL	\$	2,650,626.02	
	10% contingency	\$	2,915,688.62	
	108%	\$	3,440,513.00	
	Engineering Review Fee	\$	26,507.00	
	Cash Deposit	\$	34,405.00	or \$5,000 Minimum \$ 5,000.00
1	LOC Amount	\$	3,406,108.00	
2	LOC Amount	\$	3,435,513.00	

Broken out by Phase

			P1	\$	23,532.43
			P2	\$	2,190.83
			P3	\$	783.00
			TOTAL	\$	26,507.00
Final LOC	N/A				
Final Cash Deposit	N/A				

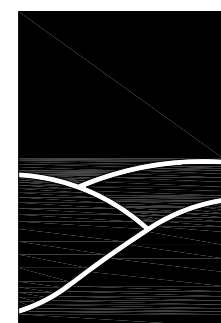


LOCATION MAP

Not to Scale



LANDSCAPE ARCHITECT:



uplandDesign Ltd
Landscape Architecture & Park Planning
1229 N. North Branch St, #220A, Chicago, IL 60642
24042 Lockport St, Plainfield, IL 60544
312-350-4088 | 815-254-0091 uplandDesign.com
IL License 060-007797



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STRUCTURAL ENGINEER:
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800.892.0123

Mike Rylko Community Park Spray 'N Play Renovation

951 McHenry Road, Buffalo Grove, IL 60089



BUFFALO
GROVE
PARK
DISTRICT

Buffalo Grove Park District

530 Bernard Drive
Buffalo Grove, IL 60089

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- 2.0 Phase 2 SWPP Amendment
- 3.0 Layout Plan - Spray N' Play
- 4.0 Dimension Plan - Spray N' Play
- 5.0 Grading Plan - Spray N' Play
- 6.0 Phase 2 Utility Plan
- 7.0 Landscape Plan - Spray N' Play

- 8.0 Construction Details
- 8.1 Construction Details
- 8.2 Construction Details
- 8.3 Construction Details

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S-101A Foundation and Framing Plan - Concessions

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- E0.2 Electrical Notes & Schedules
- E1.1 Electrical Site Plan
- E2.1 Electrical Floor Plans - Bathhouse
- E2.2 Electrical Floor Plans - Container
- E3.0 Electrical Schedules & Diagram
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- AQ0.0 Aquatic Cover Sheet
- AQ1.0 Aquatic Facility Layout
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- AQ1.2 Specifications
- AQ2.0 Existing Splash Pad Layout
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- AQ3.1 Halo System Controller Diagram

This project has been prepared by and reviewed by Licensed Landscape Architects.
Michelle A. Kelly # 157.001002
Heath A. Wright # 157.000994
Marla Blood # 157.001511
MB/EM

REVISIONS

ISSUE FOR BID

23SEP2024

PROJECT NUMBER **1055**

PROJECT NAME

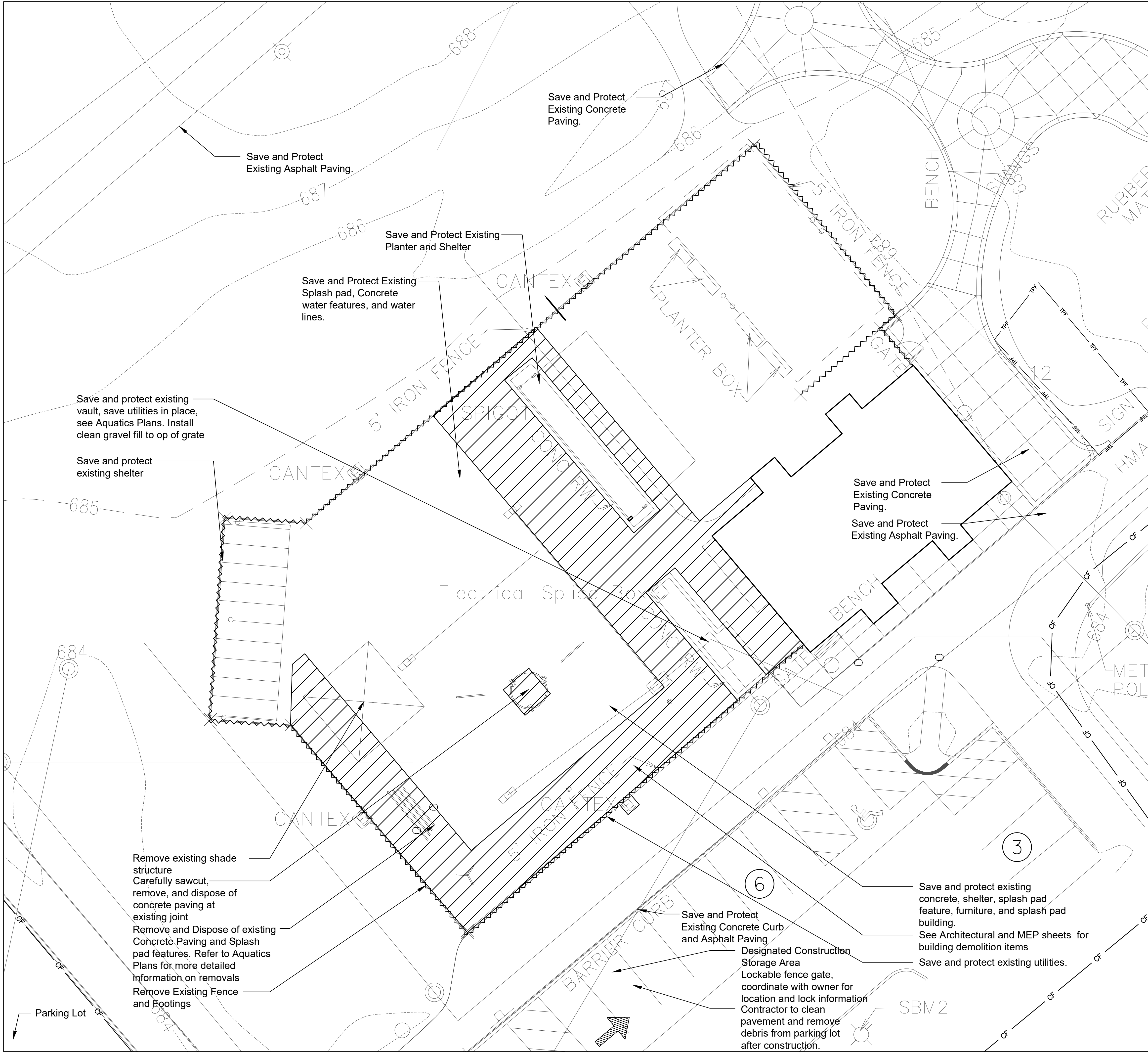
**Mike Rylko
Community Park
Spray N' Play
Renovation**

SHEET TITLE

Title Sheet

SHEET NUMBER

0.0



Construction Access off of Mike Rylko Community Park, Parking Lot

GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

- The Contractor is to locate all utilities, public and private, prior to beginning construction. Contractor will be responsible for any damages to utilities caused by their work. Contact J.U.L.I.E. 72 hours prior to construction at 1-800-982-0123 or (811) for location of utilities and contractor shall be responsible for protection of the same.
- Site conditions are shown based upon available information, contractor to verify all existing conditions prior to bidding.
- The contractor shall be responsible for the protection of all private utilities even though they may not be shown on the plans. Any utility damaged during the construction shall be repaired or replaced to the satisfaction of the Owner at the contractor's expense. No tree shall be planted within 10 lateral feet of any underground waterline, sewer line, transmission line or other utility.
- Contours and elevations shown hereon are referenced to the North American vertical datum of 1988 (navd88)
- A Topographic Survey was completed for the Owner by:
Mackie Consultants
9575 West Higgins Road, Suite 500
Rosemont, Illinois 60018 Phone: 847-696-1400
- The Contractor shall walk the site prior to submitting a bid to be fully familiar with site conditions.
- The Contractor shall protect and preserve all section, property or survey reference markers.
- Tree Protection Fence to be installed as shown on plans and details prior to beginning construction. (incidental to cost). Do not drive, store equipment or materials within dripline of existing trees that are to be saved. Hold necessary disturbance to a minimum.
- Contractor will be held responsible for damage to items not scheduled for removal.
- Contractor shall repair or replace all damaged sidewalks, curbs or paving to remain in place that were damaged as a result of work stated in contract documents.
- No excavations are to be left open to foul weather, rain, snow, etc. which would necessitate further excavation and additional sub grade materials.
- Work site safety is the responsibility of the Contractor.
- Vehicular Construction access shall be at one location to minimize damage. Construction access shall be approved by the Owner's representative.
- Construction Limits: Construction Limits are as noted on plans. Do not store equipment or stockpile materials outside of construction limits. Any areas disturbed as a result of construction shall be restored to lawn or other surface by contractor to match pre-construction condition.
- Topsoil may be stockpiled for redistribution as needed. Excess topsoil, debris and plant material to be removed off site and disposed of legally.
- Construction fence shall be installed prior to beginning construction. Construction fence to be 6' free standing chainlink per plans. (incidental to contract).
- Place erosion control measures as required to eliminate sedimentation into non-construction areas and as shown on plans and details prior to beginning construction.
- Before beginning work at the site and throughout the course of the work contractor to inspect and verify the location and condition of every item affected by the work under this contract and report discrepancies to the Owner's Representative before beginning work.
- Should discrepancies appear among the contract documents or between the contract documents and existing conditions, the contractor shall request an interpretation from the Owner's Representative before bidding. If the contractor fails to make such requests, it is presumed that both provisions were included in the bid, and the Owner's Representative shall determine which of the conflicting requirements shall govern. The contractor shall perform the work at no additional cost to the Owner in accordance with the Owner's Representative determination. Where conflicts exist between or within the contract documents between and applicable standards, codes, ordinances or manufacturers recommendations, and clarification has not been requested from the Owner's Representative prior to bidding as provided for above, the more stringent or higher quality standard shall prevail. Large scale drawings shall take precedence over small scale drawings, figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.
- The contractor shall provide all work and materials which any section or part of the drawings, specifications or conditions require them to provide, regardless of whether such requirement is or is not faithfully repeated in other parts of the documents thereof to which the provisions might be appropriate.
- All necessary site work permits will be obtained by Owner. Contractor and all subcontractors shall register and pay associated fees to the Building Department. Contractor is responsible for following permit requirements including coordination of inspections and/or reinspections and associated fees.
- REQUIRED PERMIT AGENCIES:
 - Village of Buffalo Grove
 - Illinois Department of Public Health
 - Lake County
- Contractor shall follow all permit requirements as part of the project.

PROJECT BENCHMARK

Village of Buffalo Grove
SITE BENCHMARK #1:
CUT CROSS ON TOP OF NORTHEAST
BONNET BOLT OF FIRE HYDRANT AT
THE SOUTHEAST CORNER OF
BUFFALO GROVE FITNESS CENTER ON
EAST SIDE OF MIKE RYLKO PARKWAY.
ELEVATION = 690.10

SITE BENCHMARK #2:
CUT SQUARE ON NORTHEAST EDGE
OF CONCRETE LIGHT POLE BASE IN
PARKING LOT ISLAND IMMEDIATELY
SOUTHEAST OF SPAY N' PLAY
FACILITY
ELEVATION = 684.95

REMOVALS LEGEND

- Remove and Dispose of Existing Concrete Paving
- Salvage and Relocate Item as Marked
- Construction Fence - Construction Limits
- Tree Protection Fence



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
**Mike Rylko
Community Park
Spray N' Play
Renovation**

PROJECT TEAM

uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Plainfield, Illinois 815-254-0091
uplandDesign.com

ARCHITECT:
Legal Architects
549 West Randolph Street, Suite 602
Chicago, IL 60661 P: 312-258-9595

CIVIL ENGINEER / SURVEYOR:
Mackie Consultants
9575 West Higgins Road, Suite 500
Rosemont, Illinois 60018 P: 847-696-1400

STRUCTURAL ENGINEER:
Larson Engineering
1488 Bond Street, Suite 100
Naperville, IL 60563 P: 630-357-0540

MEP ENGINEER:
AMSCO Engineering Inc.
5115 Belmont Rd # A
Downers Grove, IL 60515 P: 630-515-1555

AQUATIC ENGINEER:
WT Group
2675 Pratum Avenue
Hoffman Estates, IL 60192 P: 224-293-6333

REVISIONS

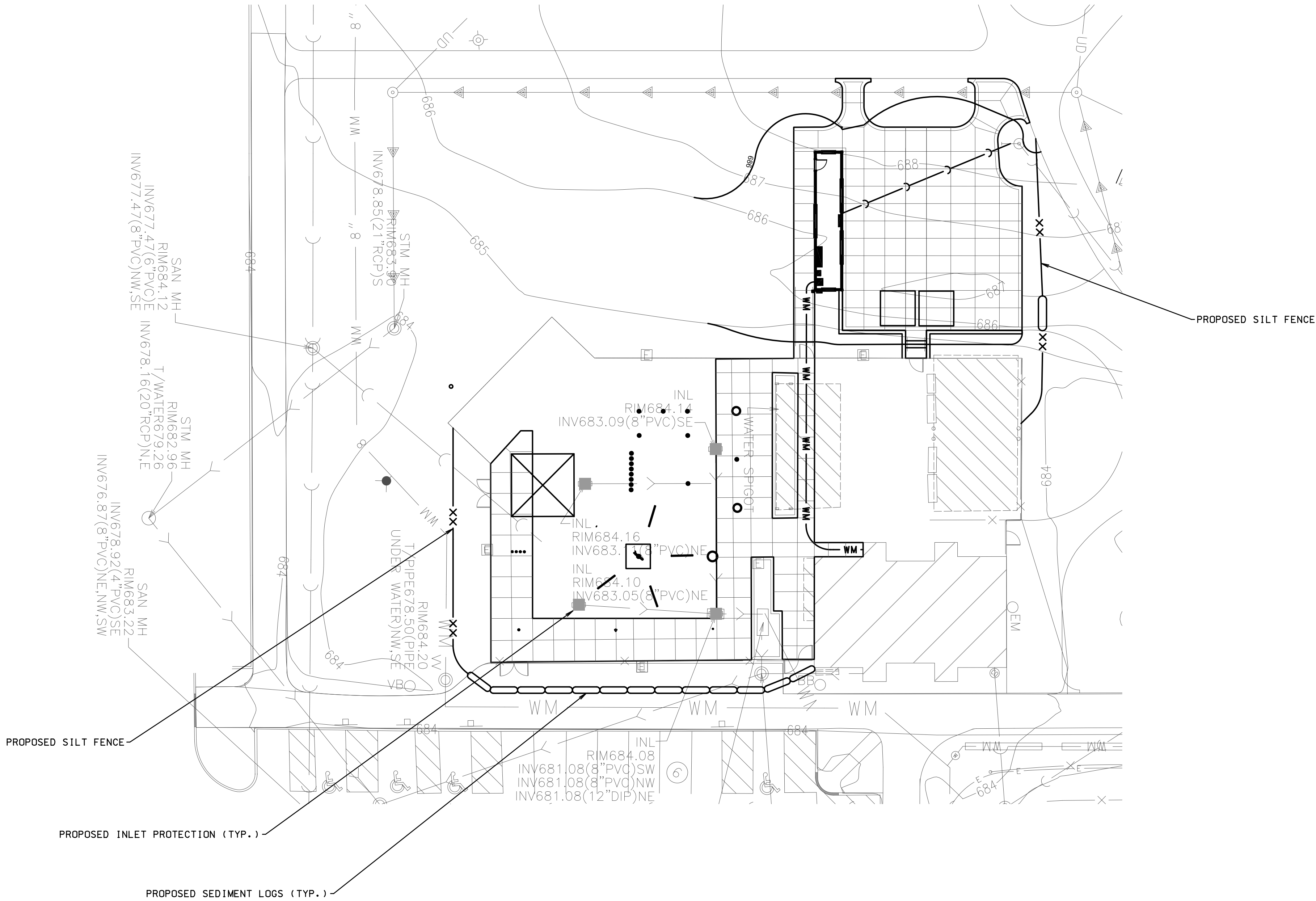
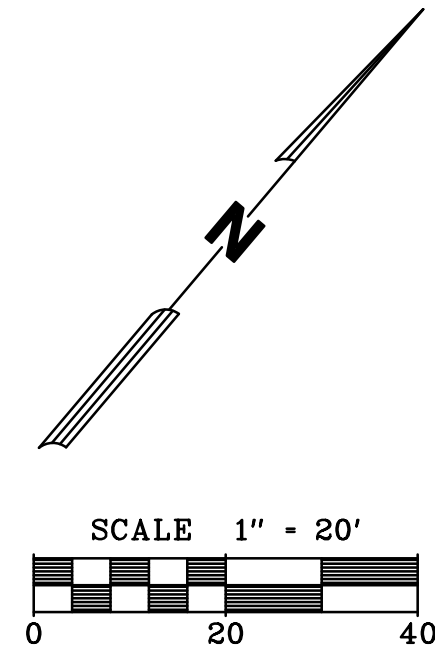
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23SEP2024

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1055B

SHEET TITLE

**Existing
Conditions &
Removals Plan**

SHEET NUMBER
1.0



- NOTE:
- THIS STORMWATER POLLUTION PREVENTION PLAN IS AN AMENDMENT TO PHASE 1 WHICH IS ONGOING. ALL PLANS AND NOTES FROM PHASE 1 STILL APPLY TO THIS AMENDMENT. THE EXISTING PERMITS FROM PHASE 1 SHALL BE AMENDED TO INCORPORATE PHASE 2.
 - SEDIMENT LOGS SHALL BE WEIGHED DOWN WITH STONE OR BRICKS TO PREVENT DISPLACEMENT.

Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylo Community Park Spray N' Play Renovation

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Plainfield, Illinois 815-254-0091
uplandDesign.com

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REVISIONS

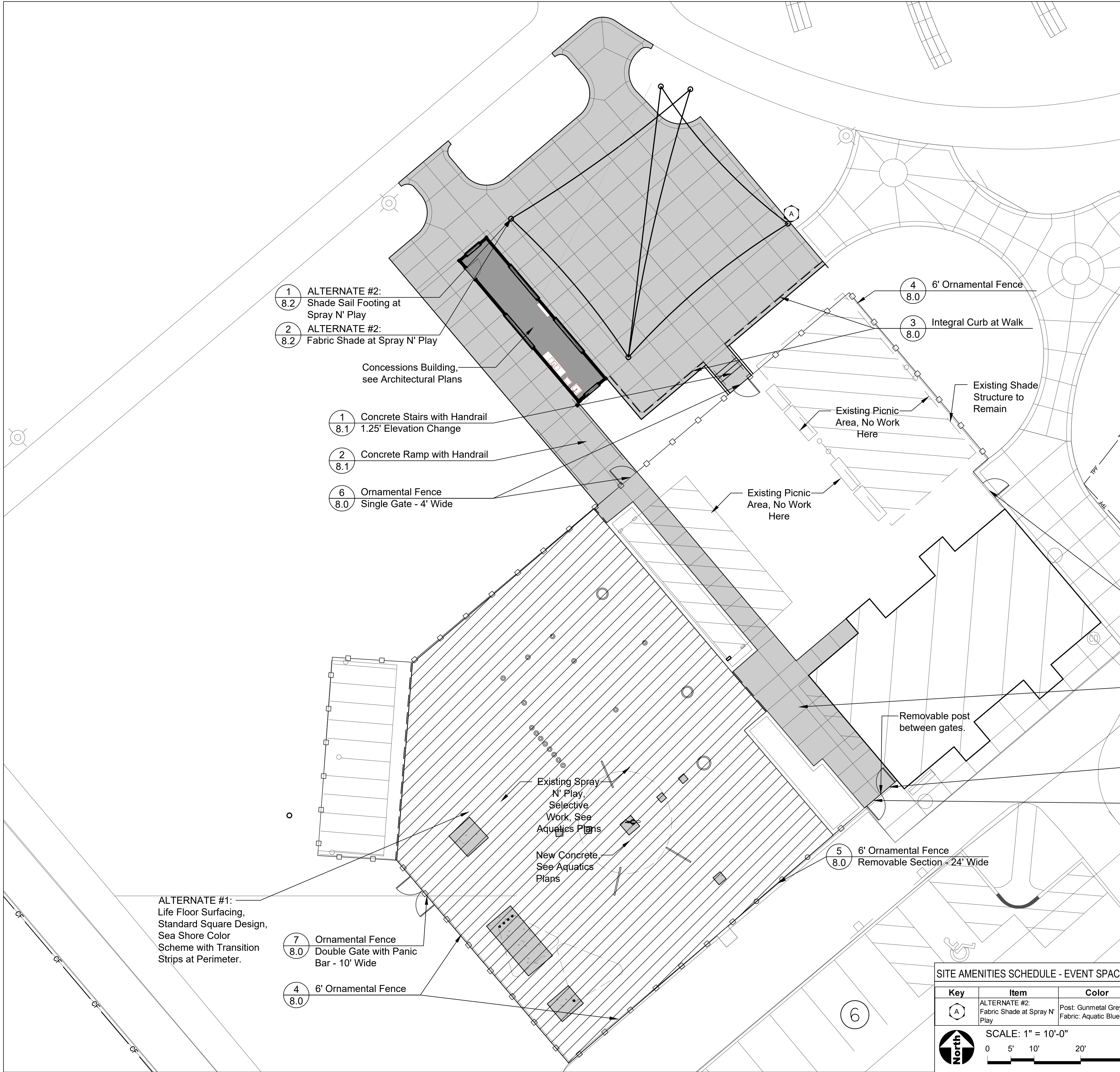
ISSUED FOR BID 23SEP2024

PROJECT NUMBER 1055B

SHEET TITLE

PHASE 2 SWPPP AMENDMENT

SHEET NUMBER



- GENERAL NOTES: LAYOUT
1.

It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
2.

The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
3.

Contractor shall follow Village of Buffalo Grove permit requirements as part of the project.
4.

Contractor shall confirm that all equipment use/safety zones specified by play equipment manufacturer are adhered to.
5.

All play equipment footings shall meet manufacturers recommendations for footing depth and width.

- REFERENCED SPECIFICATIONS AND CODES
1.

The Americans with Disabilities Act and the Illinois Accessibility Code.
2.

The Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, and IEPA Standards and Specifications for Soil Erosion and Sedimentation Control.
3.

U.S. Soil Conservation Service Field Engineering Handbook
4.

All codes and ordinances of the Village of Buffalo Grove, United States Army Corp of Engineers, Illinois Department of Natural Resources, Lake County Soil and Water Conservation Districts, and all agencies having jurisdiction.
5.

All requirements of the Occupational Safety and Health Administration.
6.

The cited standard specifications, codes and permits, with these construction plans and details, are all to be considered part of the work, incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of these improvements.
7.

In case of conflict, the more restrictive provision shall apply.

LEGEND

Concrete Paving

Concrete Paving - Splash Pad

Alternate #1: Life Floor Surfacing

EJ

Concrete Expansion Joints

CF

Construction Fence

SITE AMENITIES SCHEDULE - EVENT SPACE AND SPLASH PAD

Key	Item	Color	Quantity	Model	Manufacturer	Supplier
A	ALTERNATE #2: Fabric Shade at Spray N' Play	Post: Gunmetal Gray Fabric: Aquatic Blue	1	#a033123	ICON	Parkreation 847-363-3755

North

SCALE: 1" = 10'-0"

0

5'

10'

20'

30'

BUFFALO GROVE PARK DISTRICT

Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rytko
Community Park
Spray N' Play
Renovation

PROJECT TEAM

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REVISIONS

ISSUED FOR BID

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PROJECT NUMBER

1055B

SHEET TITLE

Layout Plan -
Spray N' Play

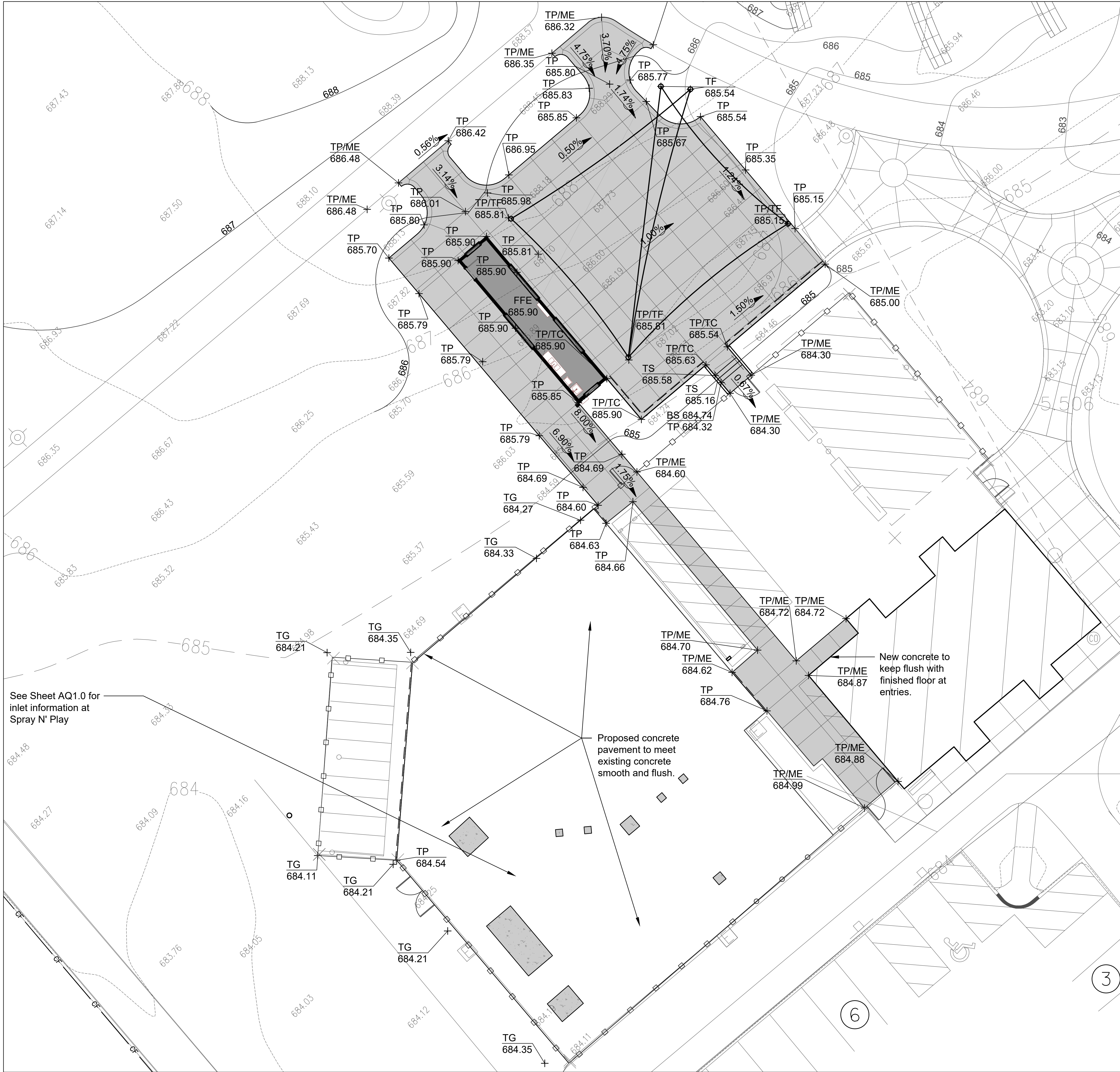
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- GENERAL NOTES: GRADING
1. Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades flush and smooth.
 2. Contractor shall restore all areas disturbed as a result of construction.
 3. All walks, drives and paved areas are to follow ADA per incorporated specifications. Any deviation shall be removed and reinstalled to follow this law.
 4. All Accessible Route paving shall not exceed 4.5% in any direction. Cross slopes shall be less than 2%. Contractor shall slope all walks and slabs to eliminate ponding, ADA Turning Radius paving shall be less than 2% in all directions.
 5. This work shall include the excavation, stockpile, and placement of topsoil and suitable excavated material along with removal of all excess topsoil and debris off site and dispose of legally.
 6. Follow the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, IEPA Standards and Specifications for Soil Erosion and Sedimentation Control, and U.S. Soil Conservation Service Field Engineering Handbook.
 7. Transitions between paving types (i.e. concrete to asphalt) shall be smooth. Transitions not to exceed 1/8" vertical or horizontal difference.



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
**Mike Rylko
Community Park
Spray N' Play
Renovation**

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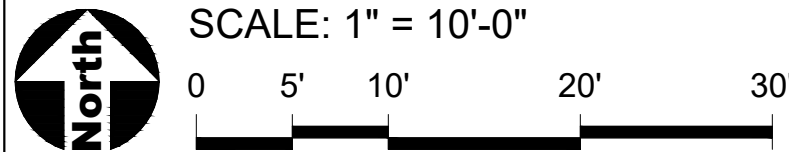
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- LEGEND
- 681 Existing Contour Line
 - 681 Proposed Contour Line
 - 685.35 Existing Spot Elevation
 - 689.66 Proposed Spot Elevation
 - 2% Drainage Flow Direction
 - CL Construction Limits / Construction Fence

INDEX OF ACRONYMS AND ABBREVIATIONS

- BS - Bottom of Stair
- HP - High Point
- INV - Pipe Invert Elevation
- LP - Low Point
- ME - Match Existing Elevation
- RIM - Top of Rim Elevation
- TC - Top of Curb
- TF - Top of Footing
- TP - Top of Pavement
- TS - Top of Stair
- TW - Top of Wall



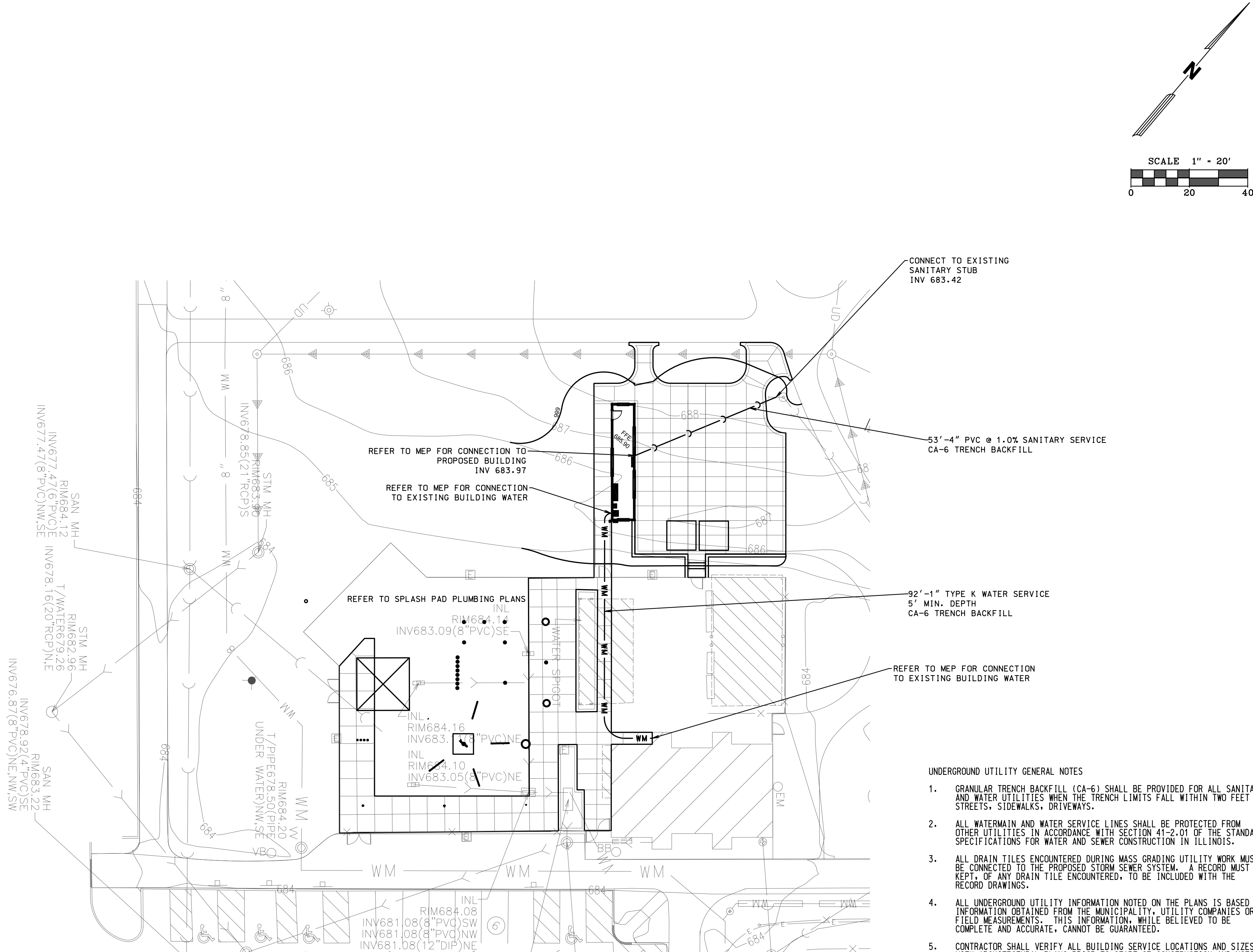
REVISIONS

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PROJECT NUMBER
1055B

SHEET TITLE
**Grading Plan -
Spray N' Play**

SHEET NUMBER
5.0



- UNDERGROUND UTILITY GENERAL NOTES
1. GRANULAR TRENCH BACKFILL (CA-6) SHALL BE PROVIDED FOR ALL SANITARY AND WATER UTILITIES WHEN THE TRENCH LIMITS FALL WITHIN TWO FEET OF STREETS, SIDEWALKS, DRIVEWAYS.
 2. ALL WATERMAIN AND WATER SERVICE LINES SHALL BE PROTECTED FROM OTHER UTILITIES IN ACCORDANCE WITH SECTION 41-2.01 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.
 3. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. A RECORD MUST BE KEPT OF ANY DRAIN TILE ENCOUNTERED, TO BE INCLUDED WITH THE RECORD DRAWINGS.
 4. ALL UNDERGROUND UTILITY INFORMATION NOTED ON THE PLANS IS BASED ON INFORMATION OBTAINED FROM THE MUNICIPALITY, UTILITY COMPANIES OR FIELD MEASUREMENTS. THIS INFORMATION, WHILE BELIEVED TO BE COMPLETE AND ACCURATE, CANNOT BE GUARANTEED.
 5. CONTRACTOR SHALL VERIFY ALL BUILDING SERVICE LOCATIONS AND SIZES WITH ARCHITECTURAL PLANS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE ENGINEER OR OWNER OF ANY DISCREPANCIES.
 6. CONTRACTOR TO VERIFY CANOPY AND ROOF DRAIN CONNECTION LOCATIONS AND SIZES WITH ARCHITECTURAL PLANS BEFORE CONSTRUCTION.
 7. SEE ARCHITECTURAL DRAWINGS FOR TRENCH DRAIN DETAILS AND SEWER CONNECTION LOCATIONS.
 8. CONTRACTOR SHALL CONTACT JULIE (1-800-892-0123) PRIOR TO START OF CONSTRUCTION TO LOCATE ALL UTILITIES WITHIN THE RIGHT-OF-WAY.
 9. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES AT ALL PROPOSED CONNECTIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE ENGINEER AND OWNER OF ANY DISCREPANCIES.
 10. A TEN (10) FOOT MINIMUM SEPARATION SHALL BE PROVIDED BETWEEN THE WATERMAIN SERVICE AND THE SANITARY OR STORM SEWER SERVICES.
 11. IN CASE OF CONFLICTS, THE MUNICIPALITY STANDARDS AND NOTES SHALL TAKE PRECEDENCE.
 12. PLUMBING CONTRACTOR TO MAKE ALL CONNECTIONS WITH BUILDING SERVICES CONSTRUCTED BY UTILITY CONTRACTOR. SITE UTILITY CONTRACTOR TO CONSTRUCT SERVICES TO WITHIN 5-FEET OF BUILDING, EXCEPT WATER INTO BUILDING 1-FOOT ABOVE FLOOR WITH BLIND FLANGE AND PROVIDE TESTING.
 13. EXISTING PAVEMENT REMOVED FOR UTILITY CONSTRUCTION SHALL BE DONE BY THE RESPECTIVE UTILITY COMPANY AND PAID FOR SEPARATELY BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THIS WORK INCIDENTAL TO THE CONTRACT.

Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylo Community Park Spray N' Play Renovation

PROJECT TEAM



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9575 West Higgins Road, Suite 500
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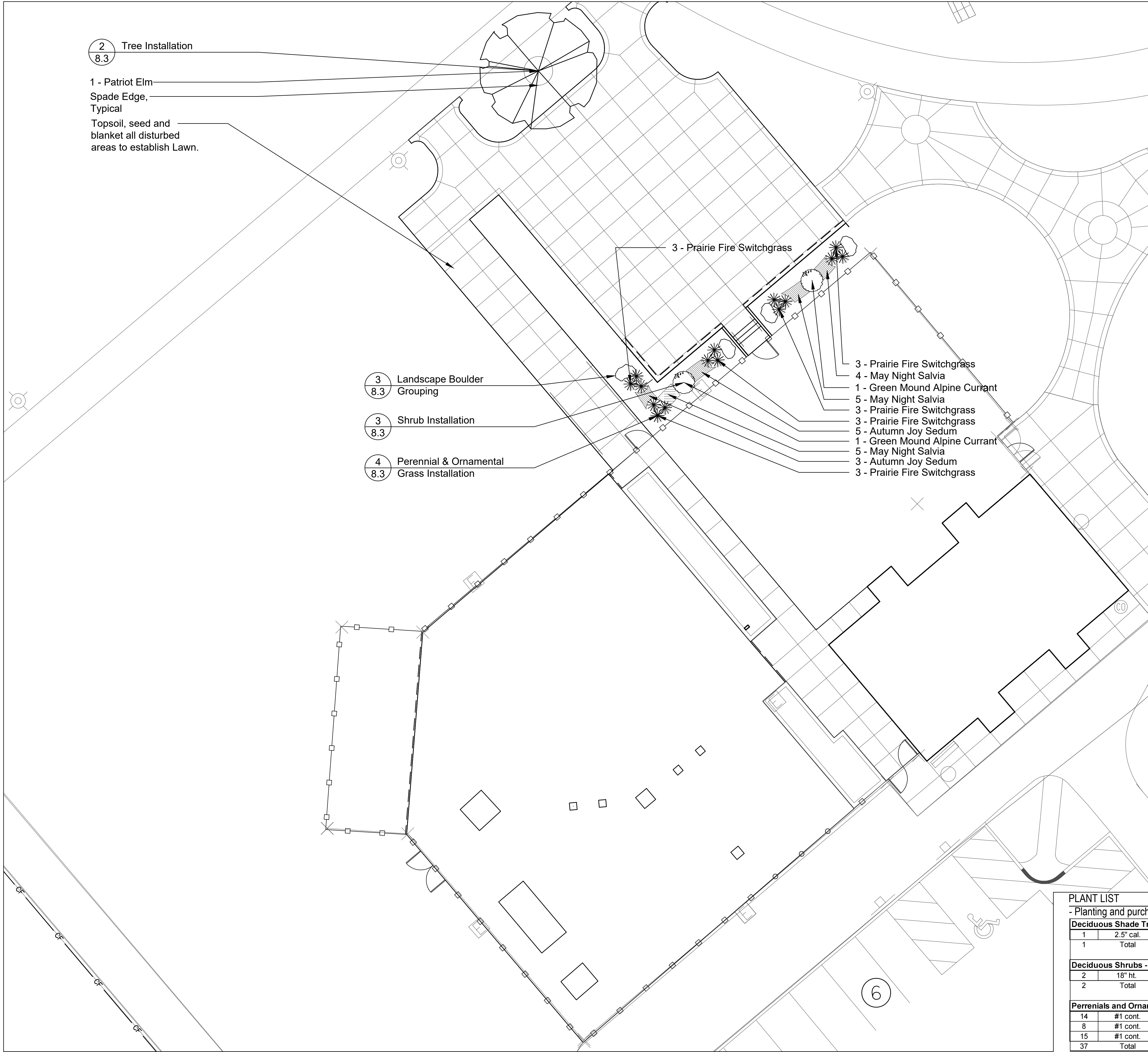
STRUCTURAL ENGINEER:
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MEP ENGINEER:
AMSCO Engineering Inc.
10000 Buffalo Grove, IL 60015 P: 630-515-1555
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REVISIONS		
ISSUED FOR BID		23SEP2024
PROJECT NUMBER		1055B
SHEET TITLE		

PHASE 2 UTILITY PLAN

SHEET NUMBER



2
8.3

Tree Installation

1 - Patriot Elm

Spade Edge,
Typical

Topsoil, seed and
blanket all disturbed
areas to establish Lawn.

3
8.3

Landscape Boulder
Grouping

3
8.3

Shrub Installation

4
8.3

Perennial & Ornamental
Grass Installation

3 - Prairie Fire Switchgrass

3 - Prairie Fire Switchgrass
4 - May Night Salvia
1 - Green Mound Alpine Currant
5 - May Night Salvia
3 - Prairie Fire Switchgrass
3 - Prairie Fire Switchgrass
5 - Autumn Joy Sedum
1 - Green Mound Alpine Currant
5 - May Night Salvia
3 - Autumn Joy Sedum
3 - Prairie Fire Switchgrass

GENERAL NOTES: GRADING

1. See Sheet 8.0 for grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
2. The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
3. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
4. Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
5. Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
6. Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
7. All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
8. Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
9. Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
10. Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
11. Beds and tree rings (6" diameter) shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
12. Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
13. Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
14. Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
15. Turf mixes shall be installed and lawn established at all disturbed areas.
16. Do not overseed into mulch beds, artificial turf, and paving.
17. Contractor shall restore all areas disturbed as a result of construction.
18. Landscape contractor to coordinate all work with irrigation work.

LEGEND

- Shade Tree
- Ornamental Tree
- Evergreen Tree
- Shrub
- Ornamental Grass
- Perennial and Groundcover (hatch symbol varies)
- Construction Limits / Construction Fence

Note: See Sheet 8.8 for Landscape Details, and see specifications for the seed mix information.

PLANT LIST

- Planting and purchasing of Plants to be installed at the Spray N Play to be done by Owner

Deciduous Shade Trees - Balled and Burlap

1	2.5" cal.	<i>Ulmus 'Patriot'</i>	Patriot Elm
1	Total		

Deciduous Shrubs - Balled and Burlap

2	18" ht.	<i>Ribes alpinum 'Green Mound'</i>	Green Mound Alpine Currant
2	Total		

Perennials and Ornamental Grasses

14	#1 cont.	<i>Salvia x superba 'Mainacht'</i>	May Night Salvia
8	#1 cont.	<i>Sedum spectabile 'Autumn Joy'</i>	Autumn Joy Sedum
15	#1 cont.	<i>Panicum virgatum 'Prairie Fire'</i>	Prairie Fire Switchgrass
37	Total		



SCALE: 1" = 10'-0"



BUFFALO
GROVE
PARK
DISTRICT

Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



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REVISIONS

ISSUED FOR BID

23SEP2024

PROJECT NUMBER

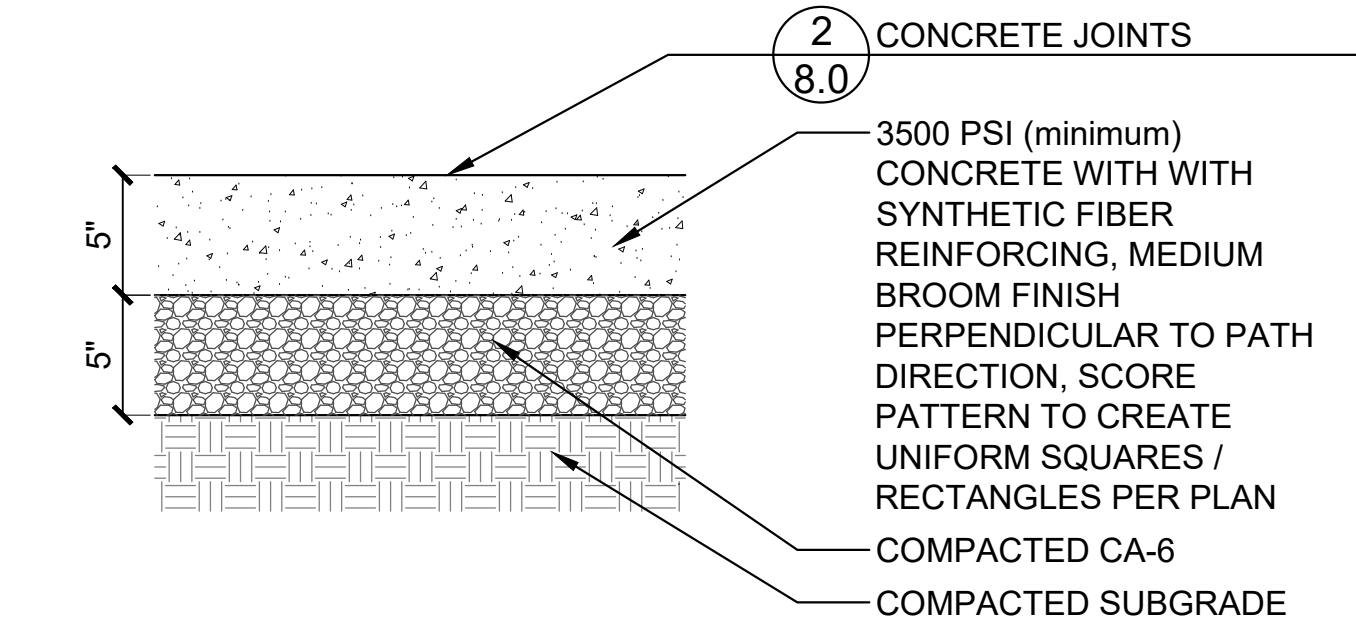
1055B

SHEET TITLE

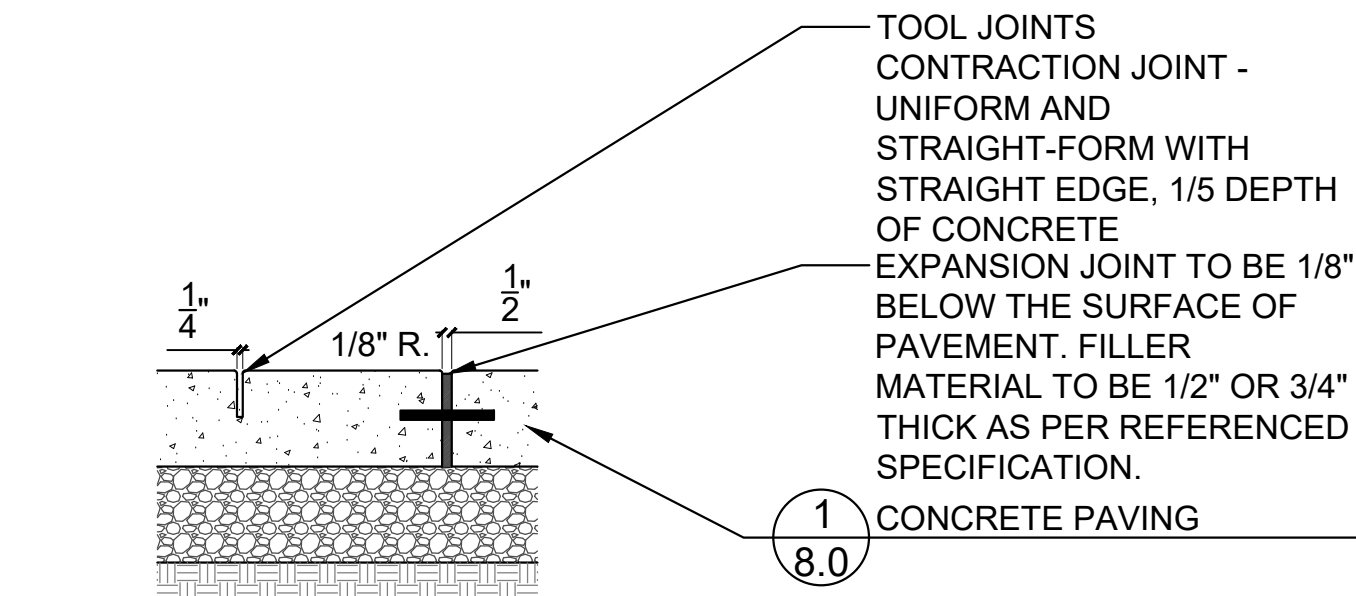
Landscape
Plan - Spray N'
Play

SHEET NUMBER

7.0

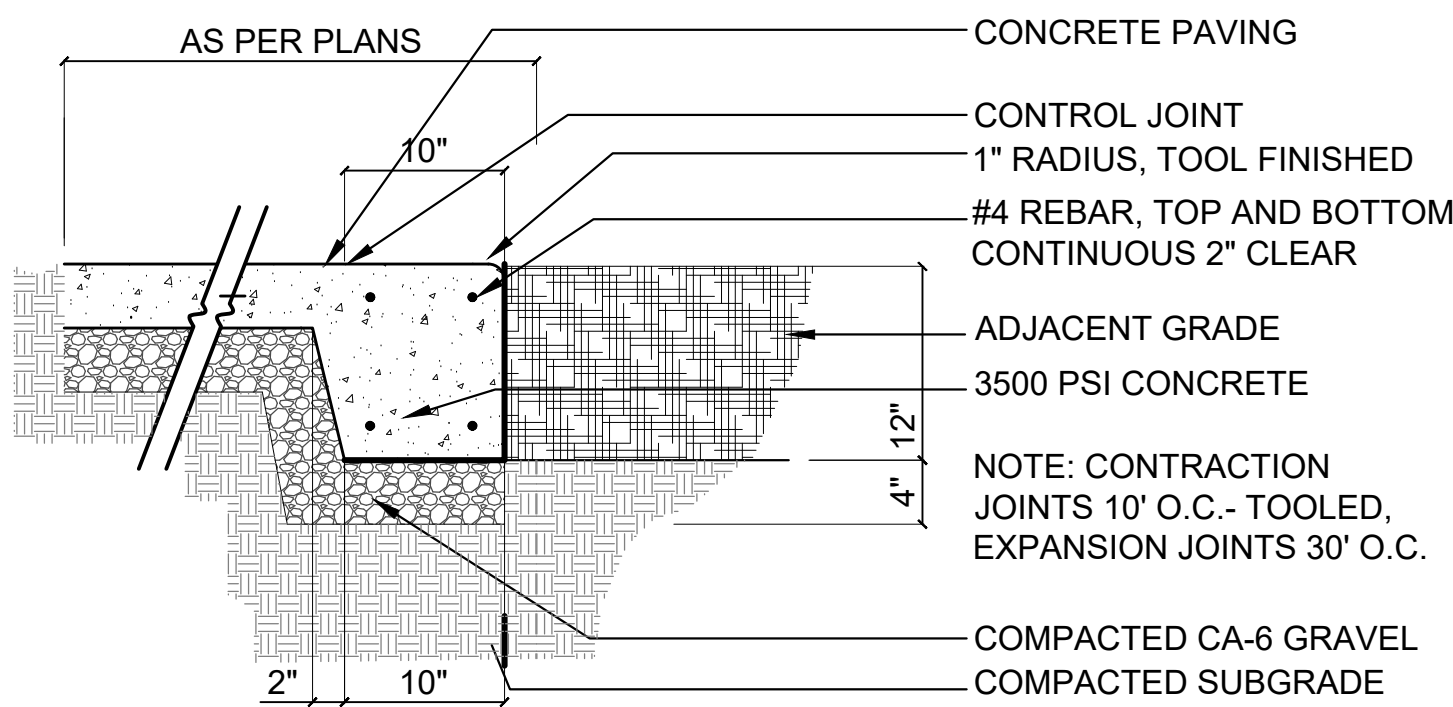


1 Concrete Paving
SCALE: 1 1/2"=1'-0"
d-conc pav-5_8

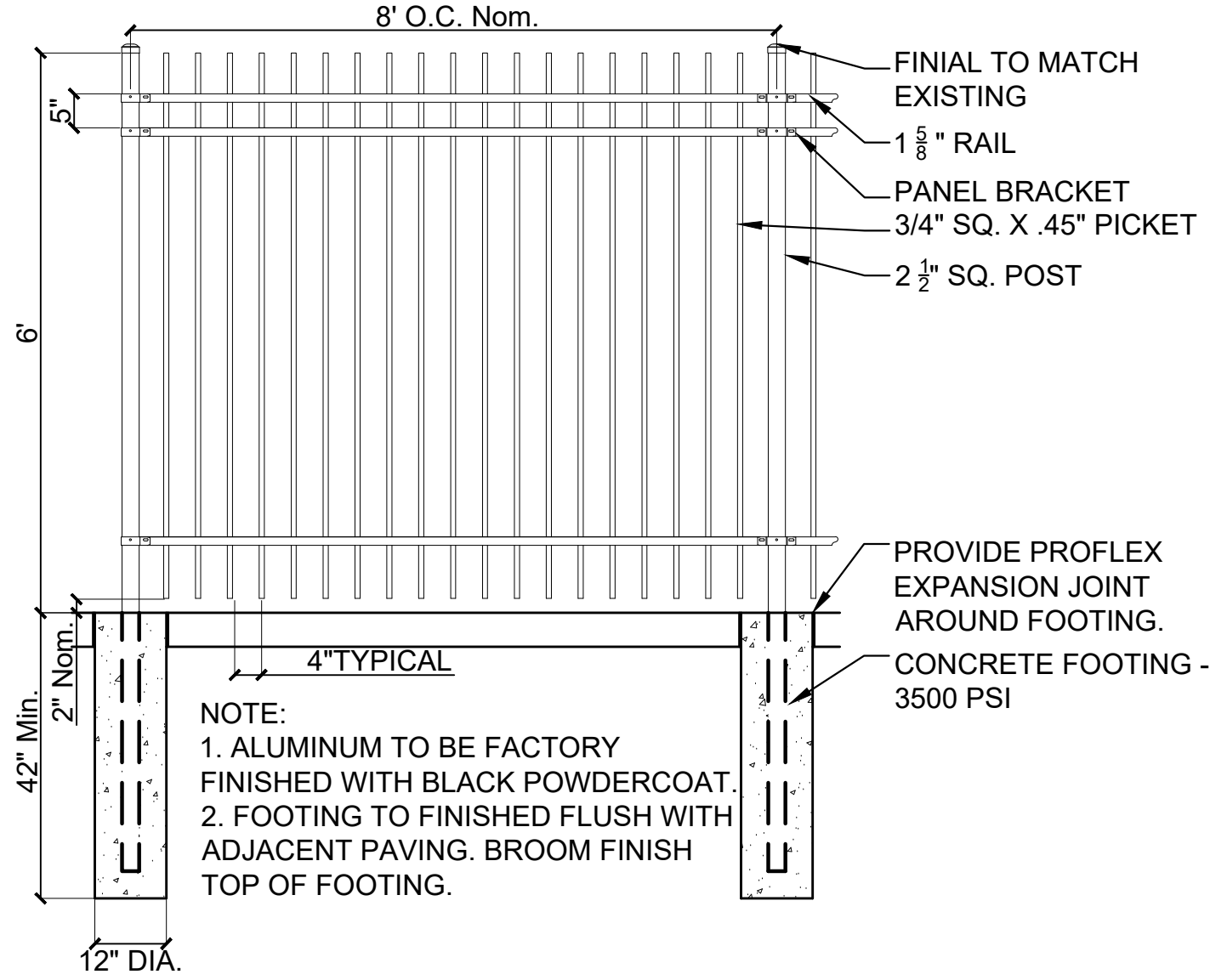


- NOTES:
- JOINTS PLAN TAKES PRIORITY OVER NOTES EXCEPT FOR MAXIMUM SPACING.
 - CONTRACTION JOINTS TO BE PLACED 10' O.C. MAXIMUM
 - EXPANSION JOINTS TO BE PLACED 30' O.C. MAXIMUM
 - PLACE EXPANSION JOINTS BETWEEN NEW CONCRETE POURS AND INSTALL 8" EPOXY COATED BARS, 12" O.C.
 - CURB JOINTS TO MATCH CONCRETE PAVING WHERE APPLICABLE
 - INSTALL SMOOTH DOWELS AT EXPANSION JOINTS WITH GREASED CAPS
 - NO 'CALIFORNIA JOINTS'

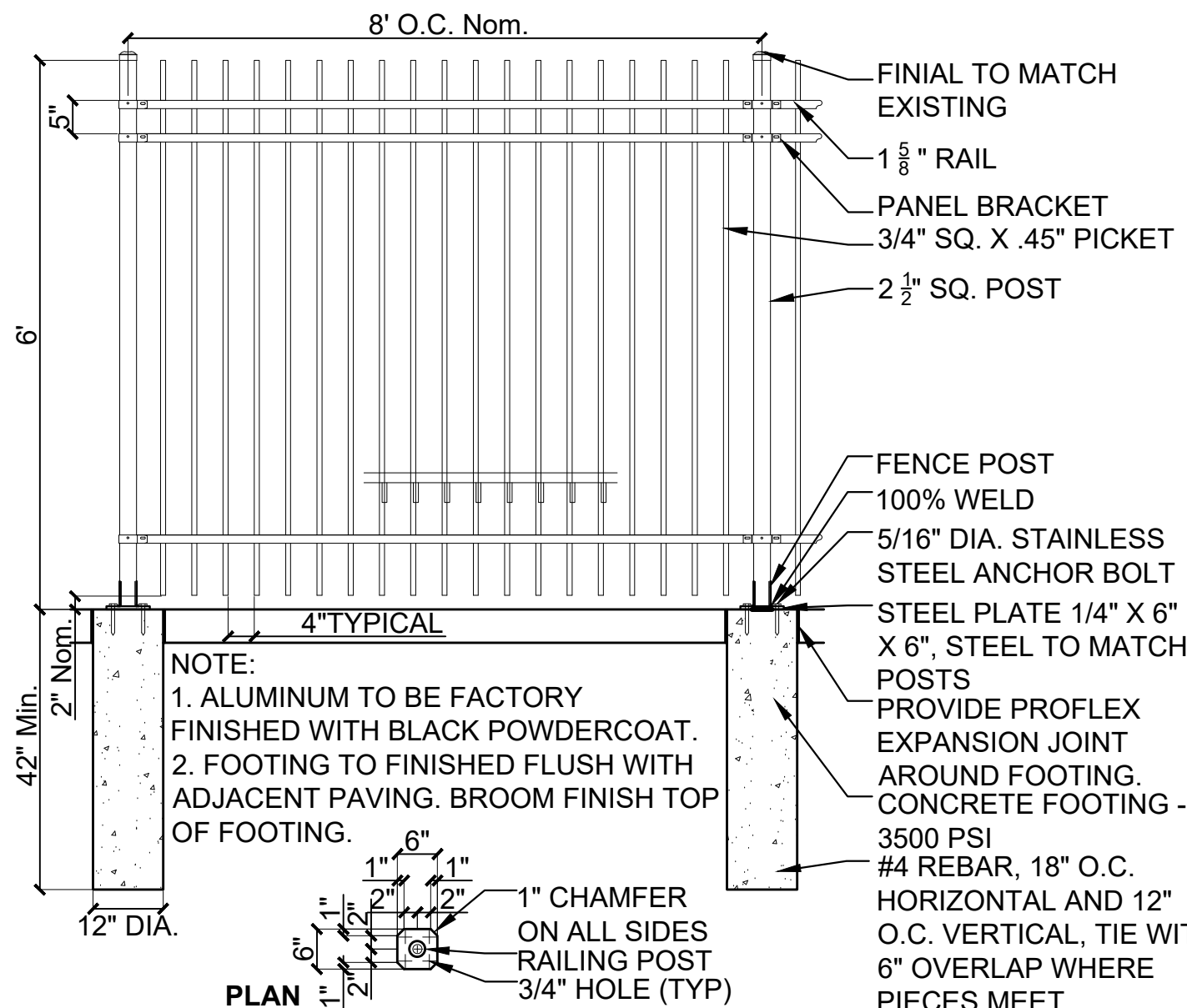
2 Concrete Joints
SCALE: 1 1/2"=1'-0"
d-conc_joints_8.dwg



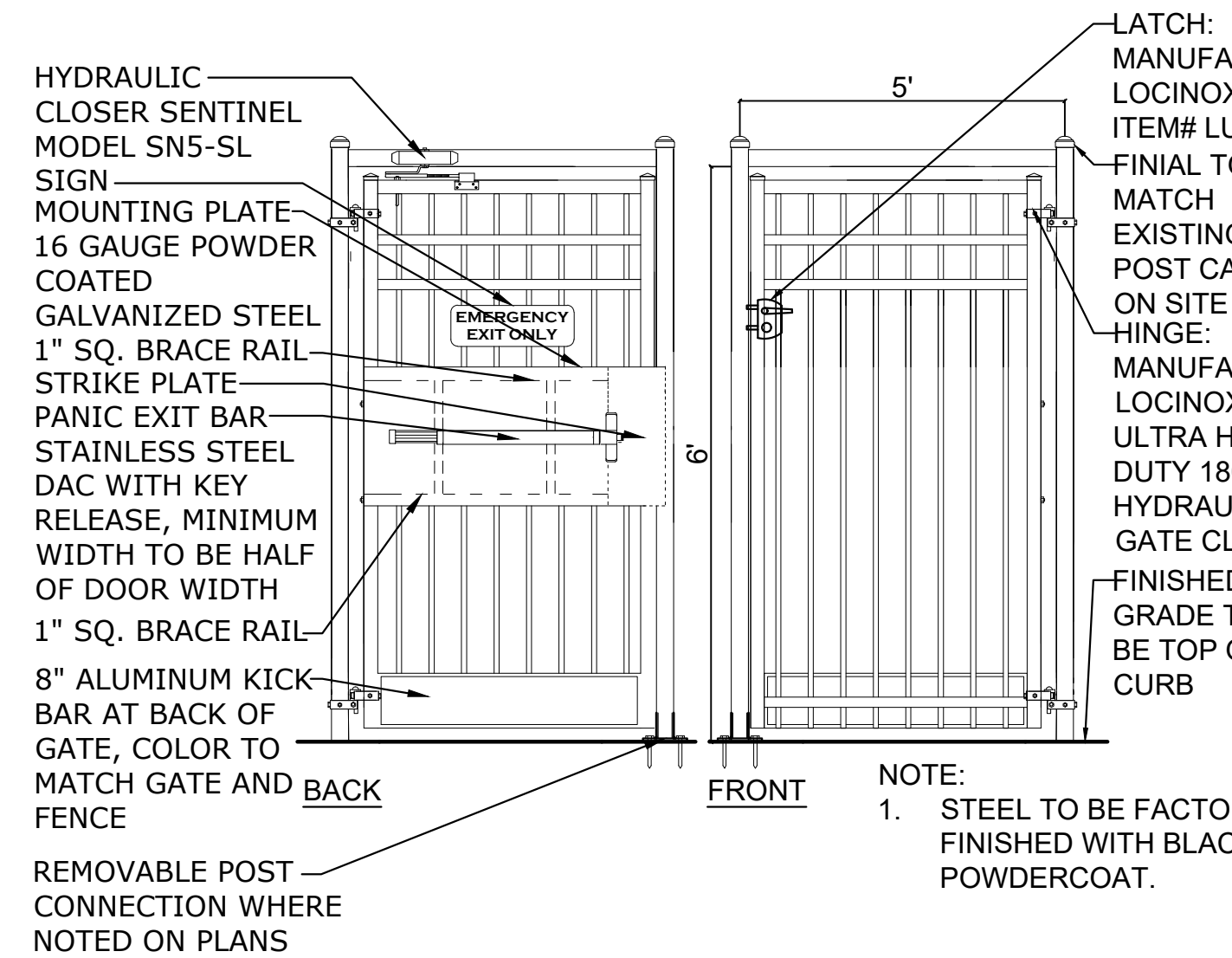
3 Integral Curb at Walk
SCALE: 1"=1'-0"
d-curb_integral 12in_12.dwg



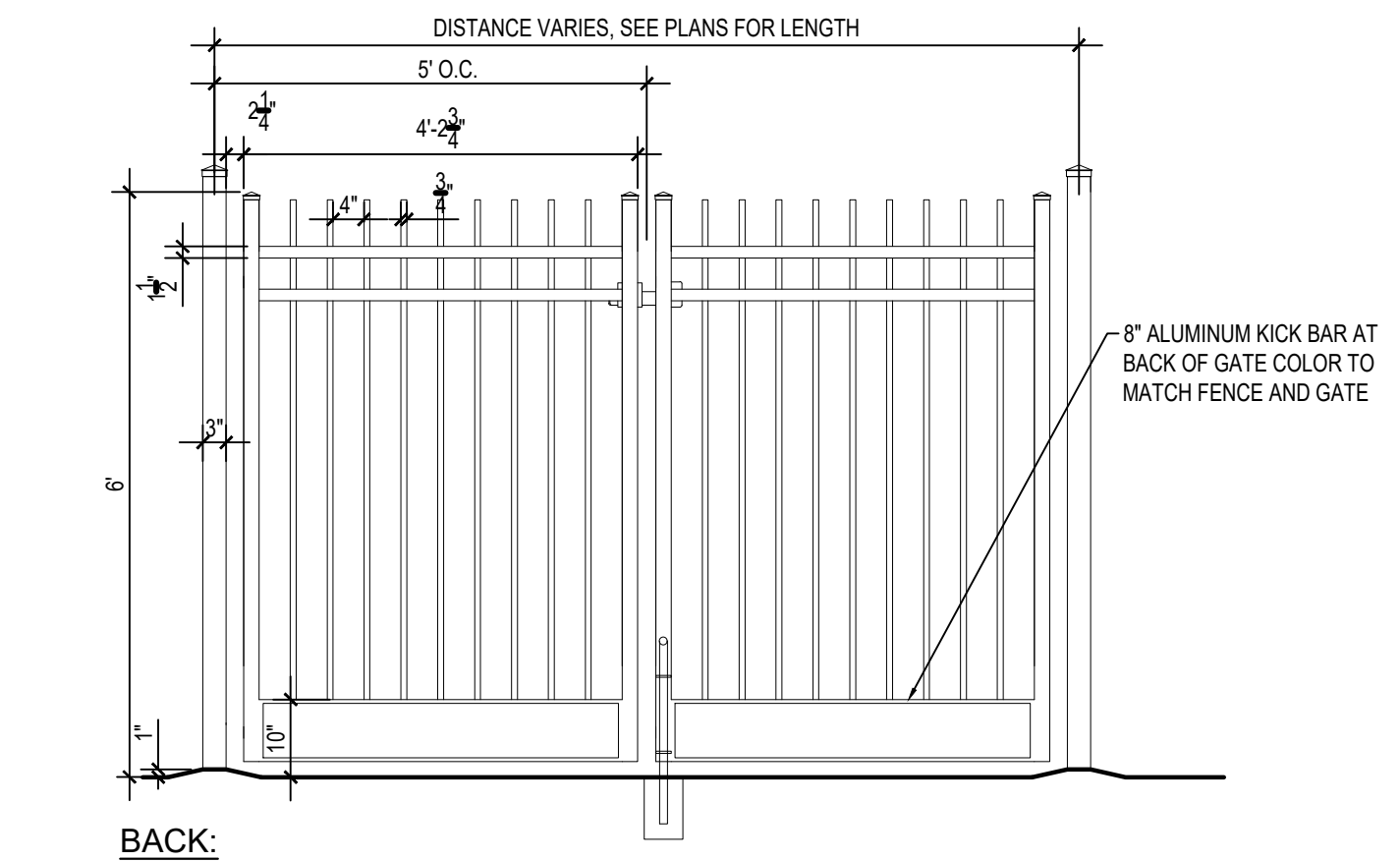
4 6' Ornamental Aluminum Fence
SCALE: 1/2"=1'-0"
d-fence_orna_alum_6'_24



5 6' Ornamental Aluminum Fence - Removeable Section
SCALE: 1/2"=1'-0"
d-fence_orna_alum_6'_24

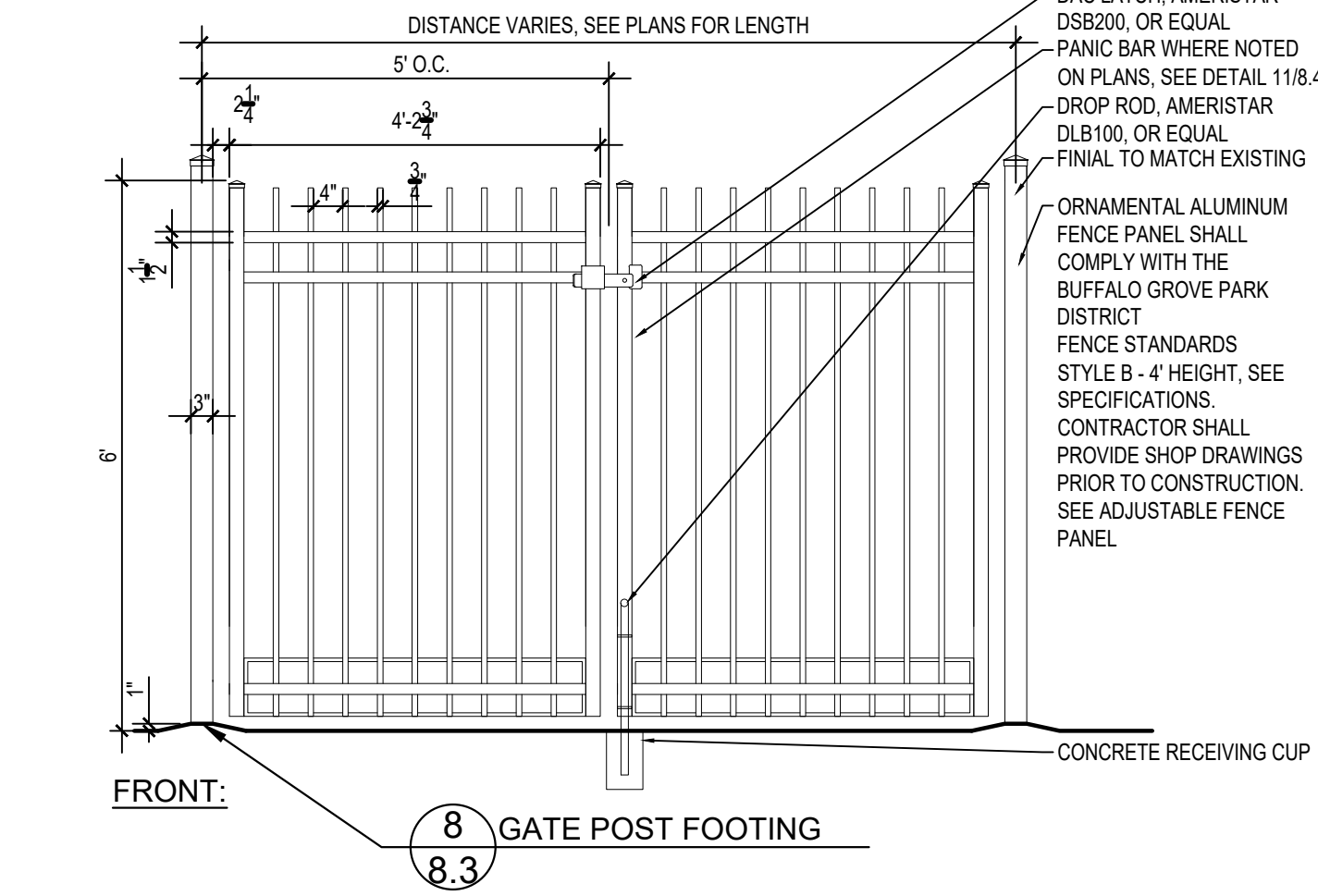


6 Ornamental Fence Single Gate
SCALE: N.T.S.
4' ORNAMENTAL

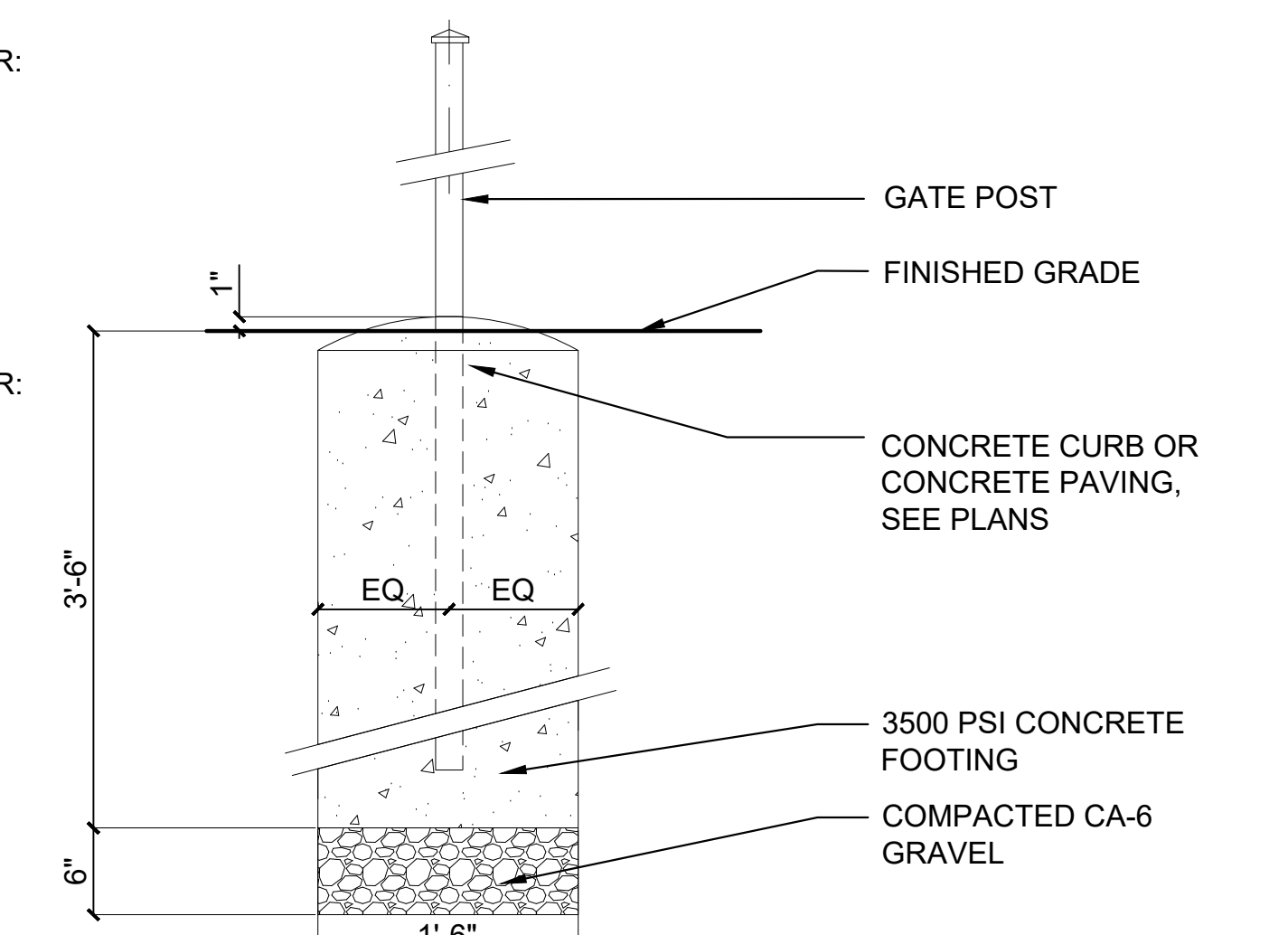


BACK:

GENERAL NOTE:
1) ALL FENCING IS TO BE GROUNDED AND CONFORM TO THE REQUIREMENTS OF THE CURRENT MUNICIPAL CODE OF VILLAGE RELATING TO ELECTRICAL INSPECTIONS.



7 Ornamental Fence Double Gate
SCALE: N.T.S.
CPD-4' ORNAMENTAL_0417



8 Gate Post Footing
SCALE: 1"=1'-0"
d-orna fence footing_12



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

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Mike Rylko
Community Park
Spray N' Play
Renovation

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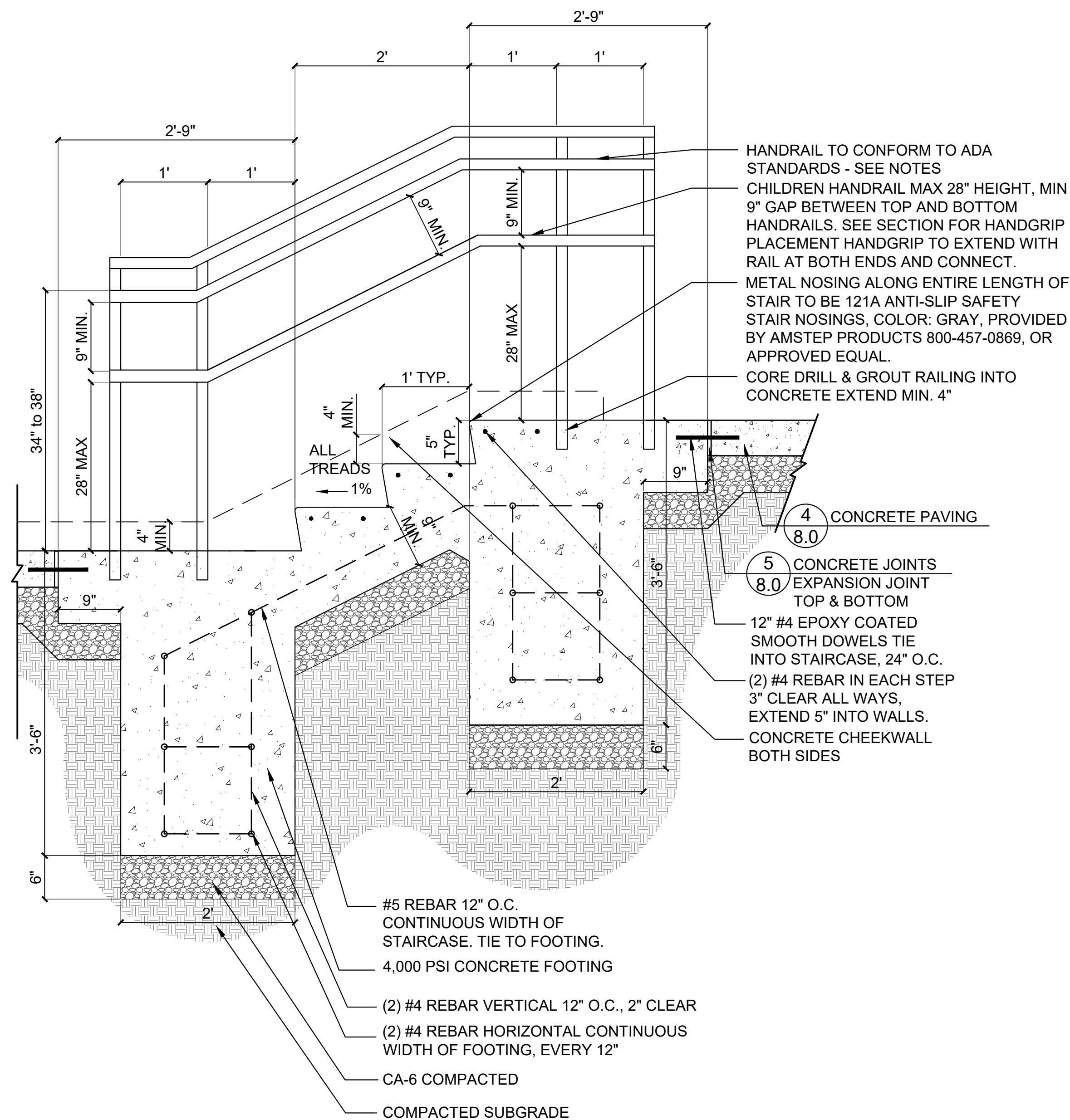
REVISIONS		

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23SEP2024

PROJECT NUMBER
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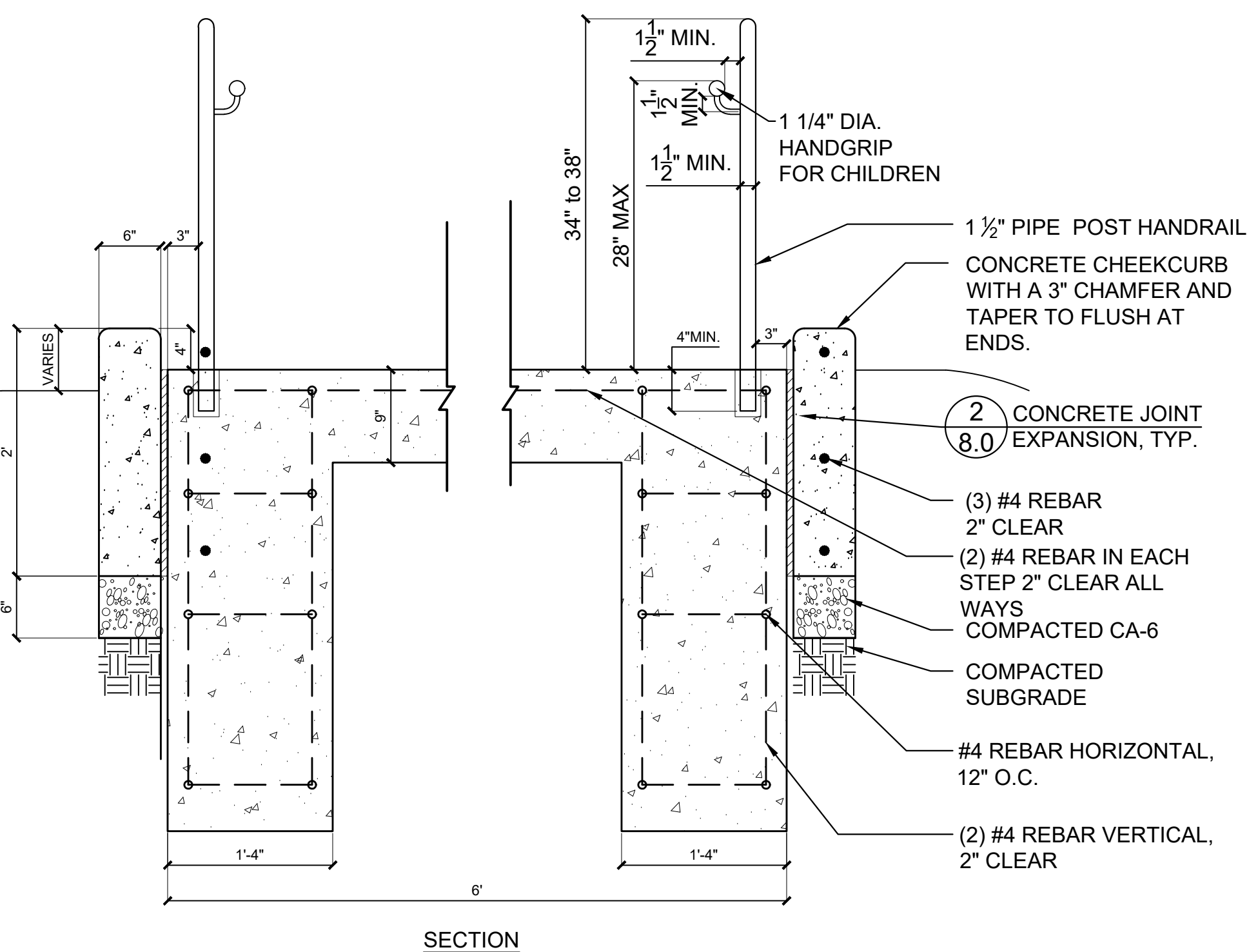
SHEET TITLE
Construction
Details

SHEET NUMBER
8.0



- HANDRAIL NOTES:
- CONTRACTOR TO MEASURE IN FIELD AND PROVIDE SHOP DRAWINGS TO OWNER FOR REVIEW & APPROVAL PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO CONSTRUCT TO MEET FEDERAL AND STATE ADA STANDARDS.
 - WELD 100%.
 - WELDS AT HANDRAIL TO MEET NOMMA FINISH #2: COMPLETELY SANDED JOINT WITH SOME UNDERCUTTING AND PINHOLES OKAY.
 - BASE BID: FINISH TO BE GALVANIZED AND PREFINISHED. COLOR: GLOSS BLACK. HANDRAIL TO BE SANDED SMOOTH PRIOR TO PREFINISH.
 - SUBMIT GALVANIZER NAME AND ADDRESS.
 - HOLES DRILLED FOR GALVANIZING PROCESS ARE TO HAVE PLUGS GLUED INTO THE HOLES.
 - HANDRAIL ON BOTH SIDES OF STAIRS, AT STAIRS AND LANDINGS CONTINUOUS.
 - CORE DRILL AND GROUT RAILING POST INTO PLACE.

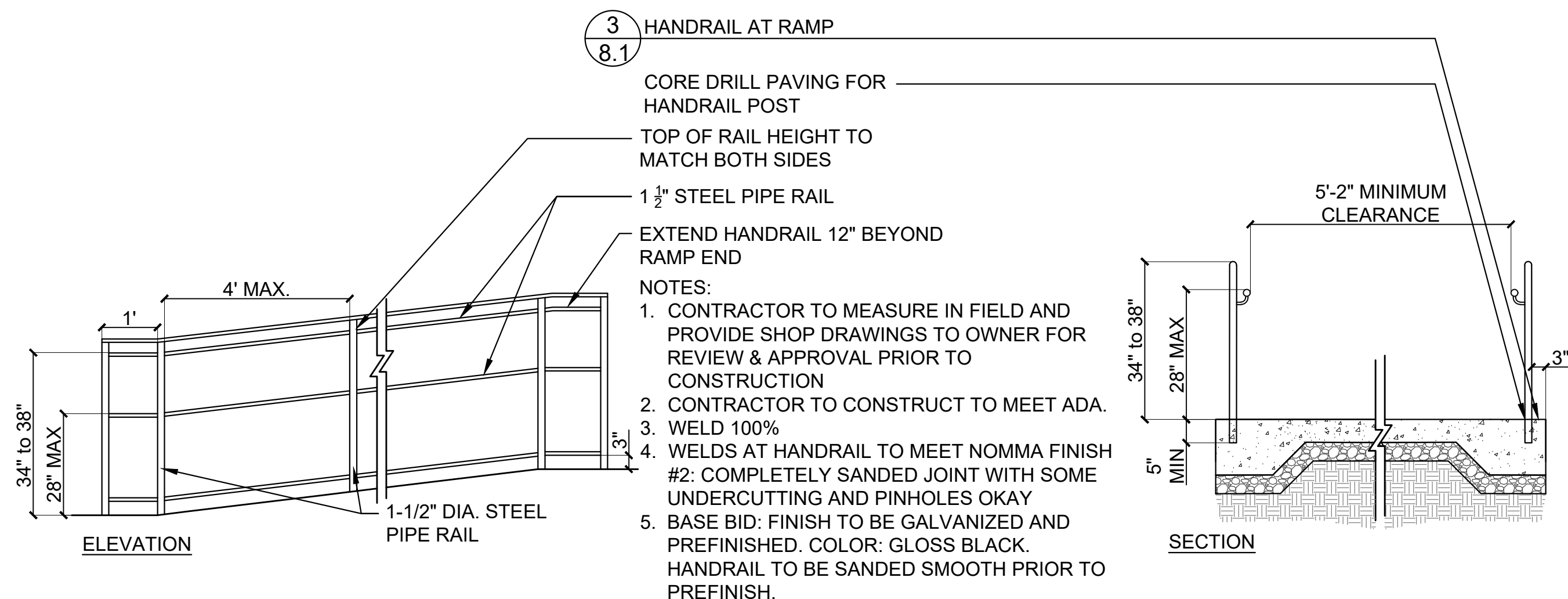
ADJACENT GRADE:
SEE PLANS



1 Concrete Stairs with Handrail

SCALE: 1"=1'-0"

d-conc_stairs-handrail-ESCC_12

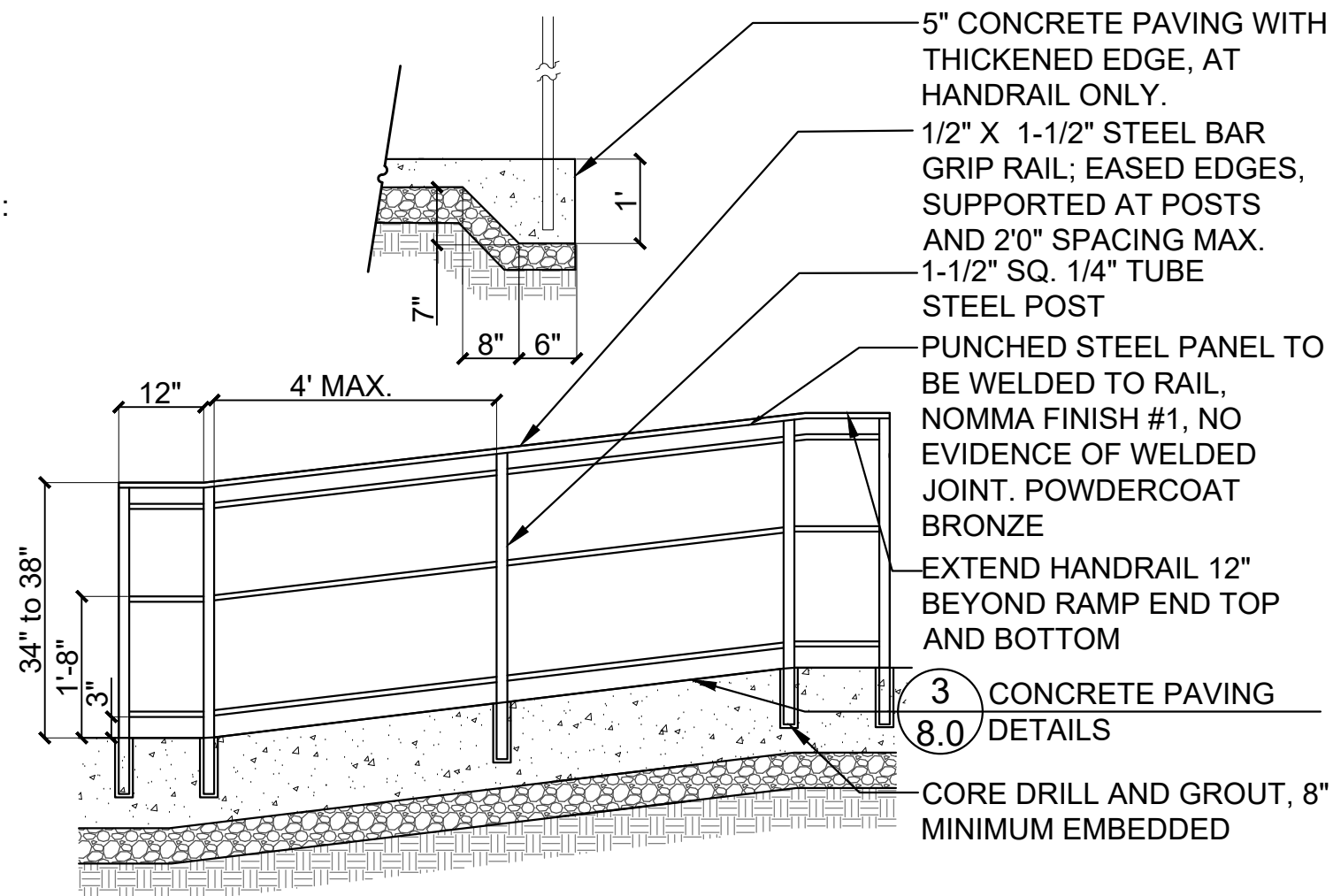


2 Concrete Ramp

SCALE: 1/2"=1'-0"

d-ramp handrail_24

- HANDRAIL NOTES:
- CONTRACTOR TO MEASURE IN FIELD AND PROVIDE SHOP DRAWINGS FOR REVIEW & APPROVAL PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO CONSTRUCT PER CITY CODE.
 - WELDS AT HANDRAIL TO MEET NOMMA FINISH #2: COMPLETELY SANDED JOINT WITH SOME UNDERCUTTING AND PINHOLES OKAY.
 - WELDS AT STEEL COVER RAIL TO MEET NOMMA FINISH #1: NO EVIDENCE OF A WELDED JOINT.
 - BASE BID: FINISH TO BE GALVANIZED AND PREFINISHED. COLOR: GLOSS BLACK. HANDRAIL TO BE SANDED SMOOTH PRIOR TO PREFINISH. ALTERNATE #5: STAINLESS STEEL FINISH.
 - 4" SPHERE SHALL NOT PASS THROUGH ANY OBJECTS BELOW 28"; A 6" SPHERE SHALL NOT PASS ABOVE 28". NOR AT OPENING BETWEEN STAIR SURFACE AND RAILING METAL, TYPICAL TOP OF STAIR ELEVATION AS SHOWN ON GRADING PLAN.
 -



3 Handrail at Ramp

SCALE: 1/2"=1'-0"

d-handrail_ramp at playground_24.dwg



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko Community Park Spray N' Play Renovation

PROJECT TEAM

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REVISIONS

ISSUED FOR BID

23SEP2024

PROJECT NUMBER

1055B

SHEET TITLE

Construction Details

SHEET NUMBER

8.1



PROJECT
**Mike Rylko
Community Park
Spray N' Play
Renovation**



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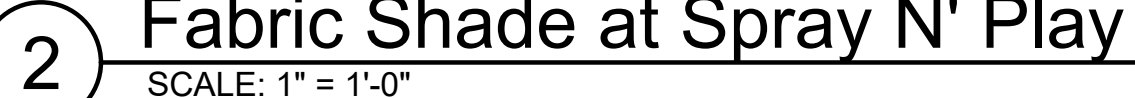
23SEP2024

1055B

Construction Details

8.2

Page 236 of 419



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9/19/2024

PROJECT

Mike Ryloko
Community Park
Spray N' Play
Renovation

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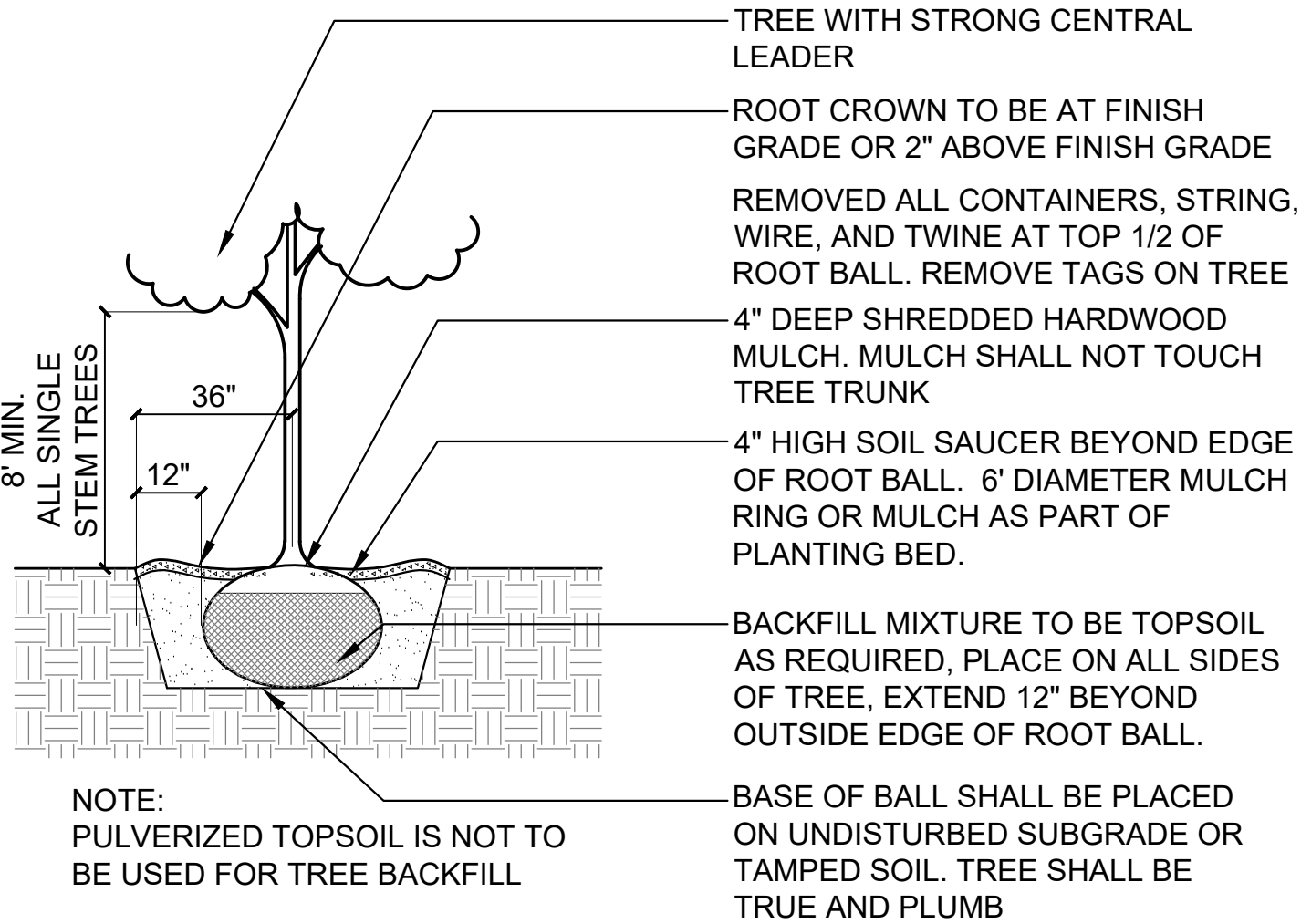
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SHEET TITLE

Construction
Details

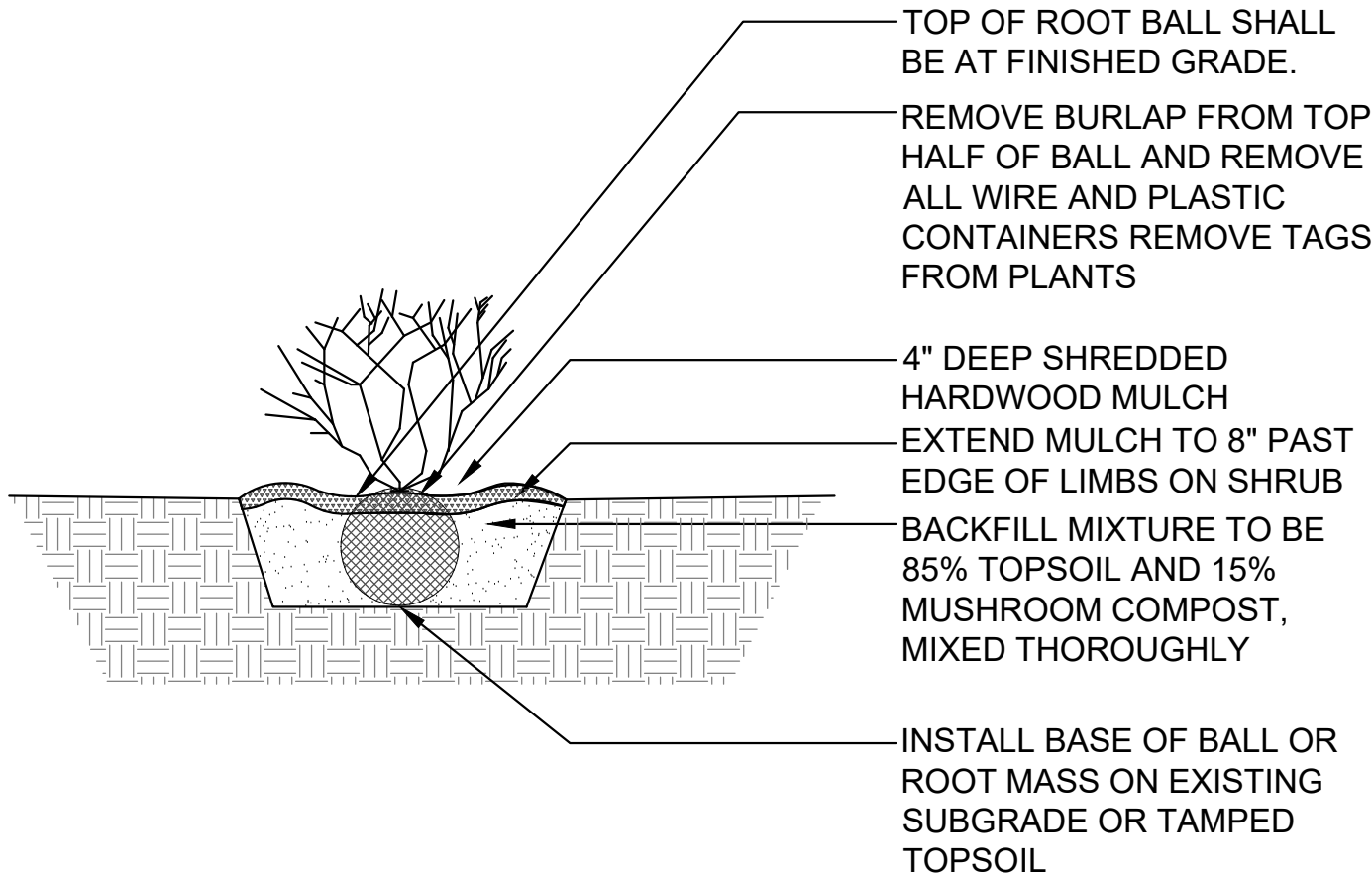
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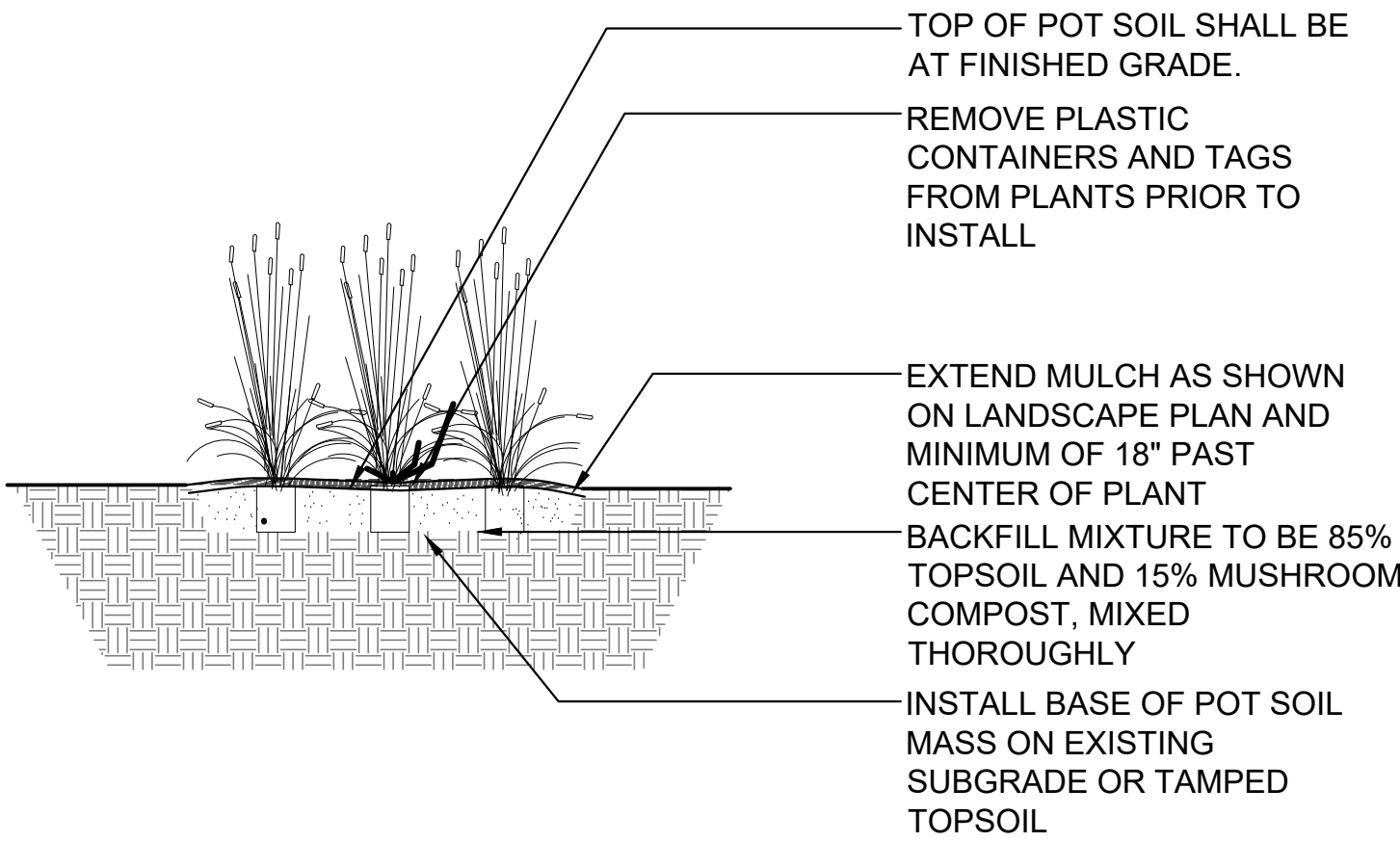
2 Tree Installation

SCALE: N.T.S. d-plant-tree_12



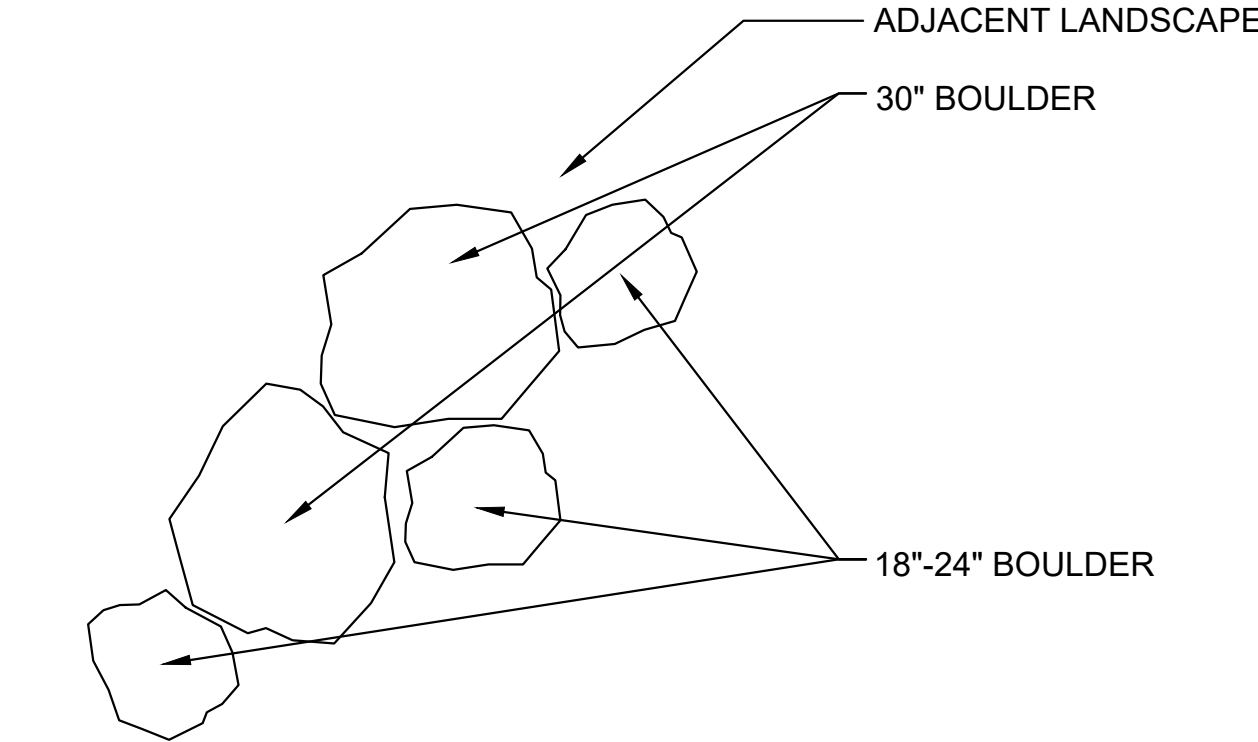
3 Shrub Installation

SCALE: N.T.S. d-plant-shrub_12

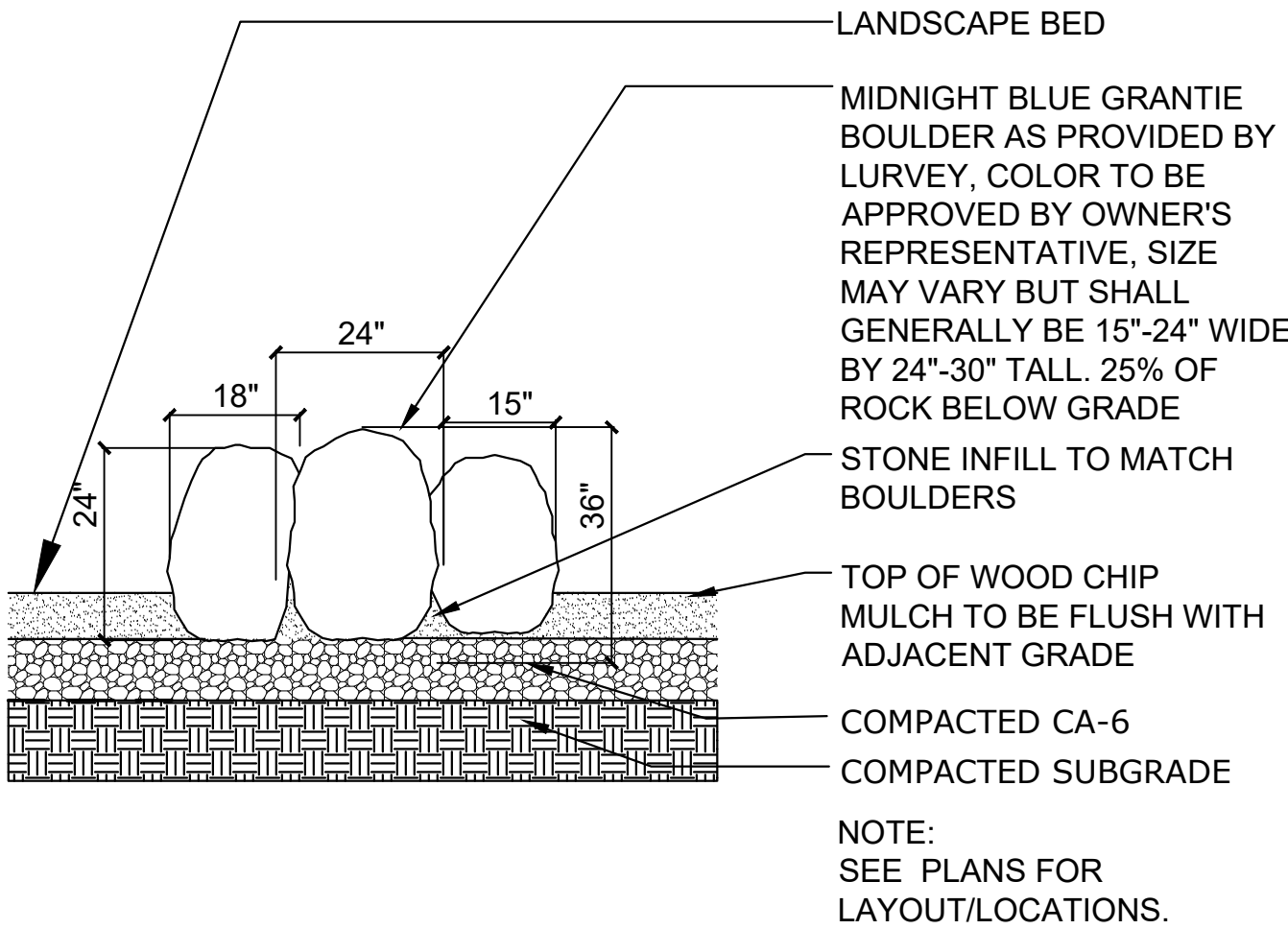


4 Perennial & Ornamental Grass Installation

SCALE: 1" = 1'-0" d-perennials



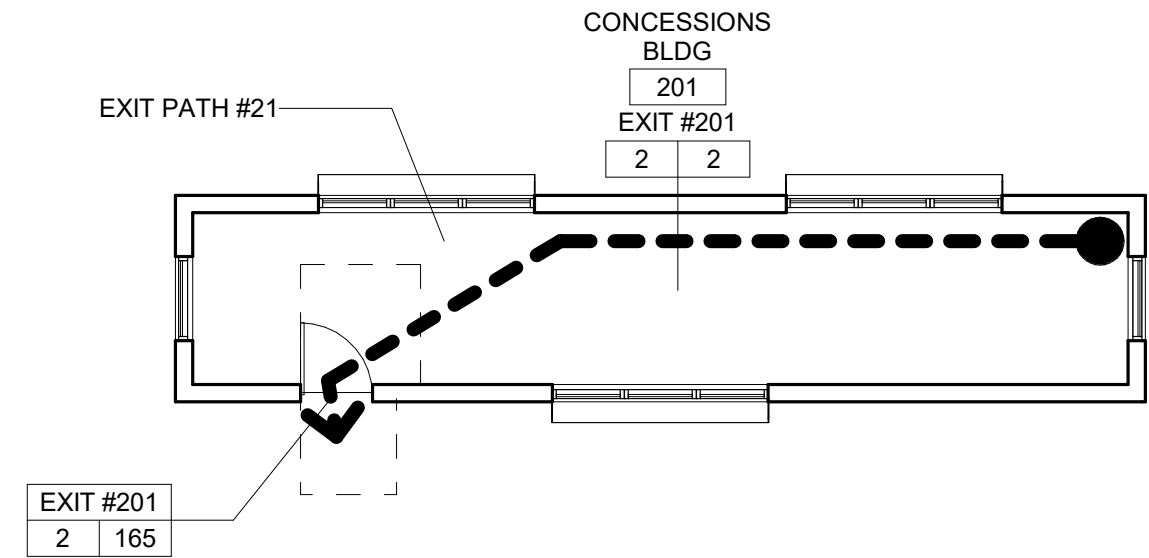
PLAN VIEW



1 Landscape Boulder Grouping

SCALE: Not to Scale boulder_outcrop

EXIT TRAVEL DISTANCES	
EXIT PATH ID	TRAVEL DISTANCE
EXIT PATH #21	36'-2"



2 SAFETY REFERENCE PLAN - CONTAINER BUILDING
1/8" = 1'-0" G-002

SAFETY REFERENCE SYMBOLS & ABBREVIATIONS	
ROOM NAME	ROOM IDENTIFICATION NUMBER
101	PRIMARY EXIT NUMBER
EXIT #	OCCUPANT LOAD PER MAXIMUM FLOOR AREA ALLOWANCE
ACT. CALC.	ACTUAL/ANTICIPATED OCCUPANT LOAD
EXIT #	DOOR EXIT IDENTIFICATION NUMBER
ACT. CALC.	DOOR CALCULATED EXIT CAPACITY
	DOOR ACTUAL EXIT CAPACITY
EGRESS ROUTE	EGRESS ROUTE IDENTIFICATION
EXIT PATH ID	1 - HOUR FIRE RESISTANCE RATING
	2 - HOUR FIRE RESISTANCE RATING
	3 - HOUR FIRE RESISTANCE RATING
	4 - HOUR FIRE RESISTANCE RATING
AREA OF RESCUE ASSISTANCE	STAND PIPE
AED	FIRE ALARM CONTROL PANEL
KB	TRANSFORMER FOR ELECTRICAL SERVICE
FEC	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ BLANKET
FEC	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ BLANKET
FEC	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ BLANKET
FBC	SURFACE MOUNTED FIRE EXTINGUISHER

BUILDING DATA - NEW CONSTRUCTION		
		AMPHITHEATER
APPLICABLE CODE		IBC 2018
USE GROUP		B
CONSTRUCTION TYPE (TABLE 601)		TYPE VB
ALLOWABLE HEIGHT (TABLE 504.3)		40 FEET
ACTUAL HEIGHT		12'-0"
ALLOWABLE STORIES ABOVE GRADE (TABLE 504.4)		2
ACTUAL STORIES ABOVE GRADE		1
ALLOWABLE AREA (TABLE 506.2)		9,000 SF
AREA INCREASE DUE TO FRONTAGE (506.3)		N/A
MAXIMUM ALLOWABLE AREA		9,000 SF
ENCLOSED BUILDING FOOTPRINT		348 SF
TOTAL BUILDING AREA (EXISTING + NEW)		348 SF
AUTOMATIC SPRINKLER SYSTEM REQUIREMENTS		NO
FIRE-RESISTANCE RATINGS FOR BUILDING ELEMENTS		
BUILDING ELEMENT	RATING	UL APPROVED DESIGN NO.
PRIMARY STRUCTURAL FRAME	TYPE VB	
BEAMS	0 HR	-
COLUMNS	0 HR	-
BEARING WALLS		
EXTERIOR	0 HR	-
INTERIOR	0 HR	-
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0 HR	-
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0 HR	-
PERIMETER FIRESTOPPING AT CURTAIN WALL	0 HR	-
PERIMETER FIRESTOPPING AT EDGE OF SLAB	0 HR	-
FIRE WALL (TABLE 706.4)	2 HR	N/A
PARTY WALLS (TABLE 706.4)	2 HR	N/A
CORRIDOR WALLS (TABLE 1020.1)	1 HR	-
EXTERIOR WALL FIRE SEPARATION DISTANCE (TABLE-602)	0-HOUR: ≥ 3'	
MEANS OF EGRESS - NEW CONSTRUCTION		
		UNSPRINKLED
APPLICABLE CODE		IBC 2018
DOOR/CORRIDOR EGRESS WIDTH (1005.3.2)		0.2/PERSON
STAIR EGRESS WIDTH (1005.3.1)		0.3/PERSON
MAX. LENGTH OF EXIT ACCESS TRAVEL (TABLE 1017.2)		200 FEET
MAX. LENGTH OF COMMON PATH EGRESS TRAVEL (TABLE 1006.2.1)		75 FEET
MAX. LENGTH OF DEAD END CORRIDORS (TABLE 1020.4)		N/A
MINIMUM CORRIDOR WIDTH (TABLE 1020.2)		36 INCHES
APPLICABLE CODES - NEW CONSTRUCTION		
* 2018 INTERNATIONAL BUILDING CODE (IBC), AS AMENDED * 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) * 2018 INTERNATIONAL RESIDENTIAL CODE * 2018 PROPERTY MAINTENANCE CODE, AS AMENDED * 2018 INTERNATIONAL FIRE CODE (IFC), AS AMENDED * 2018 INTERNATIONAL MECHANICAL CODE, AS AMENDED * 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC), AS AMENDED * 2018 INTERNATIONAL FUEL GAS CODE (IFGC), AS AMENDED * 2018 ICC PERFORMANCE CODE FOR EXISTING BUILDINGS AND FACILITIES * 2018 ICC ELECTRICAL CODE ADMINISTRATIVE PROVISIONS, AS AMENDED * 2017 NATIONAL ELECTRIC CODE, AS AMENDED * 2014 ILLINOIS PLUMBING CODE, AS AMENDED * 2018 ILLINOIS ACCESSIBILITY CODE * BUFFALO GROVE MUNICIPAL CODE (TITLE 14) - SIGN CODE * BUFFALO GROVE MUNICIPAL CODE (TITLE 15) - BUILDINGS AND CONSTRUCTION * BUFFALO GROVE MUNICIPAL CODE (TITLE 17) - ZONING ORDINANCE		
SAFETY REFERENCE NOTES		
* CALCULATED OCCUPANT LOAD = 2 USERS. THE BUILDING DOES NOT REQUIRE 2 OR MORE EXITS. (TABLE 1006.2.1 - SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY) * BUILDING CLASSIFIED AS FOLLOWS: A BUILDING OR TENANT SPACE USED FOR ASSEMBLY PURPOSES (CONSUMPTION OF FOOD OR DRINK) WITH AN OCCUPANT LOAD OF LESS THAN 50 PERSONS SHALL BE CLASSIFIED AS GROUP B OCCUPANCY. (303.1.1 SMALL BUILDING AND TENANT SPACES).		



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530 Bernard Dr.
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Spray 'N Play
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PROJECT NUMBER

1055B

SHEET TITLE

CODE INFORMATION &
SAFETY REFERENCE
PLANS

SHEET NUMBER

G-101



PROJECT
**Mike Rylko
Community Park
Spray 'N Play
Renovation**



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23SEP2024

1055E

SYMBOLS AND PROJECT GENERAL NOTES

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1. ALL WORK SHALL BE COMPLIANT WITH THE CODES, ORDINANCES, AND REGULATIONS OF THE AUTHORITIES HAVING JURISDICTION OVER THE PROJECT LOCATION.
2. THE TRADE CONTRACTORS PERSONNEL SHALL NOT BE ALLOWED ON THE PROJECT SITE WITHOUT COMPLYING WITH THE OWNER'S SECURITY PROTOCOLS.
3. WHERE CONFLICTS EXIST WITHIN OR BETWEEN PARTS OF THE CONTRACT DOCUMENTS, OR BETWEEN THE CONTRACT DOCUMENTS AND APPLICABLE STANDARDS, CODES, ORDINANCES, AND REGULATIONS THE MORE EXIGENT OR HIGHER QUALITY OR GREATER QUALITY REQUIREMENT(S) SHALL APPLY. LARGE-SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL-SCALE DRAWINGS; FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS; AND NOTED MATERIALS TAKE PRECEDENCE OVER GRAPHIC REPRESENTATIONS.
4. THE CONTRACT DOCUMENTS IDENTIFY THE MINIMUM AMOUNT OF WORK REQUIRED. TRADE CONTRACTORS SHALL PROVIDE THE EXTENT OF WORK NECESSARY FOR A COMPLETE INSTALLATION.
5. REFER TO THE PROJECT MANUAL FOR PRODUCTS, MATERIALS, AND PROCEDURES NOT IDENTIFIED ON THE CONTRACT DRAWINGS.
6. THE ACTUAL AREA(S) OF WORK SHALL BE KEPT TO THE MINIMUM REQUIRED TO PROPERLY EXECUTE THE CONTRACT REQUIREMENTS. EXISTING DIMENSIONS AND HATCHED AREAS INDICATED ON CONTRACT DOCUMENTS ARE FOR GENERAL REFERENCE AND BIDDING PURPOSES ONLY.
7. PRIOR TO BIDDING, THE TRADE CONTRACTORS SHALL FIELD VERIFY THE EXTENT OF WORK REQUIRED TO PROPERLY EXECUTE THE CONTRACT REQUIREMENTS. ADDITIONAL WORK THAT IS REQUIRED, WAS VISIBLE, AND COULD HAVE BEEN IDENTIFIED DURING BIDDING SHALL BE COMPLETED BY THE RESPONSIBLE TRADE CONTRACTOR(S) AT NO ADDITIONAL COST TO THE OWNER.
8. THE TRADE CONTRACTORS SHALL BE FAMILIAR WITH THE EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OR CONSTRUCTION MANAGER IF ANY CONFLICTS WITH THE CONSTRUCTION DOCUMENTS PRIOR TO PREPARING SUBMITTALS OR BEGINNING ANY WORK.
9. THE TRADE CONTRACTORS SHALL PROVIDE ALL TEMPORARY CONSTRUCTION AND/OR SHORING REQUIRED TO PROPERLY EXECUTE THE REQUIREMENTS OF THEIR CONTRACT.
10. ALL EXTERIOR OPENINGS SHALL BE SECURED AT ALL TIMES WHEN WORK IS NOT BEING PERFORMED. THE TRADE CONTRACTORS SHALL NOT REMOVE EXISTING DOORS, FRAMES, WINDOWS, ETC. UNTIL REPLACEMENTS ARE ON SITE AND READY FOR INSTALLATION. IF INSTALLATION OF DOORS, FRAMES, WINDOWS, ETC. CANNOT BE COMPLETED BY THE END OF THE WORK DAY, THE RESPONSIBLE TRADE CONTRACTORS SHALL PROVIDE TEMPORARY WEATHERPROOF CONSTRUCTION AS REQUIRED TO SECURE THE BUILDING TO THE SATISFACTION OF THE OWNER AND RESTORE AFFECTED SURFACES TO THEIR ORIGINAL CONDITION.
11. PATCHING, REPAIRING, AND REFINISHING WORK SHALL BE PERFORMED BY THOSE REGULARLY INVOLVED IN THAT TRADE AND SHALL MATCH THE EXISTING ADJACENT CONSTRUCTION AS CLOSELY AS POSSIBLE IN MATERIAL, FINISH, COLOR, TEXTURE AND SHEEN. REFER TO THE CONTRACT DRAWINGS FOR EXISTING BUILDING CONSTRUCTION TO REMAIN.
12. TRADE CONTRACTORS SHALL PROTECT THEIR WORK AND EXISTING CONSTRUCTION, FINISHES, AND EQUIPMENT TO REMAIN TO PREVENT DAMAGE. ANY WORK AND/OR EXISTING FINISHES TO REMAIN DAMAGED DURING THE REMOVAL OF EXISTING WORK OR THE INSTALLATION OF NEW WORK SHALL BE REPAIRED, REPLACED, AND REFINISHED BY THE RESPONSIBLE TRADE CONTRACTOR TO MATCH THE ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER AND TO THE SATISFACTION OF THE OWNER AND ARCHITECT.
13. THE ARCHITECT SHALL REVIEW AND APPROVE LOCATIONS FOR ALL JUNCTION BOXES AND RACEWAYS PRIOR TO INSTALLATION OF WIRING AND CABLES.
14. EXISTING SITE FEATURES, MATERIALS, AMENITIES, LANDSCAPING, ETC. DAMAGED BY CONSTRUCTION OPERATIONS SHALL BE RESTORED, REPAIRED, OR REPLACED BY THE RESPONSIBLE TRADE CONTRACTOR(S) AT NO ADDITIONAL COST TO THE OWNER AND TO THE SATISFACTION OF THE OWNER AND ARCHITECT.
15. CONTRACTOR SHALL COORDINATE THE WORK WITH ALL PARTIES INVOLVED SO THAT THE CONSTRUCTION CAN PROCEED SMOOTHLY, WITHOUT TRADE INTERFERENCE OR WASTE OF TIME AND MATERIAL.
16. **WARNING: ASBESTOS-CONTAINING BUILDING MATERIALS ARE OR MAY BE PRESENT IN THIS BUILDING. AN ASBESTOS MANAGEMENT PLAN IS AVAILABLE IN THE SCHOOL FOR REVIEW UPON REQUEST. NO PERSON MAY DISTURB ASBESTOS-CONTAINING MATERIALS UNLESS THAT PERSON IS A LICENSED ASBESTOS WORKER OR CONDUCTS SUCH WORK IN ACCORDANCE WITH SPECIFICATIONS(S) CONTAINED IN THE PROJECT DOCUMENTS AND IN COMPLIANCE WITH ILLINOIS DEPARTMENT OF HEALTH RULES AND REGULATIONS.**

1. AFTER REMOVAL OF ITEMS IDENTIFIED TO BE REMOVED, CLEAN AND REPAIR THE EXISTING SURFACES TO REMAIN TO MATCH THE CONSTRUCTION MATERIALS AND METHODS, FINISHES TEXTURE, PATTERN, COLOR AND GRAIN OF THE ADJACENT SURFACES TO REMAIN. PATCH, CLEAN, PREPARE, PAINT, ETC. EXISTING SURFACES AS REQUIRED.
2. WHERE EXISTING EQUIPMENT IS REMOVED AND NEW EQUIPMENT IS SMALLER AND INSTALLED IN THE SAME LOCATION, CLEAN AND REPAIR THE EXISTING-SPOURED SURFACES TO REMAIN TO MATCH THE CONSTRUCTION MATERIALS AND METHODS, FINISHED TEXTURE, PATTERN, AND COLOR OF THE ADJACENT SURFACES TO REMAIN. PATCH, CLEAN, PREPARE, PAINT, ETC. EXISTING SURFACES AS REQUIRED.
3. EXISTING AND NEW FIRE RATED ASSEMBLIES ARE TO BE MAINTAINED AND BE IN CONFORMANCE WITH APPLICABLE CODES. PENETRATIONS SHALL BE CONSTRUCTED AND SEALED AS REQUIRED. NEW FIRE RATED ASSEMBLIES SHALL BE INSPECTED, CERTIFIED, AND APPROPRIATELY LABELED ABOVE CEILINGS.
4. ALL PENETRATIONS THROUGH ANY MATERIAL SHALL BE SEALED WITH A COMPATIBLE MATERIAL APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
5. MASONRY JOINTS AND/OR PATCHING SHALL MATCH THE MATERIAL, SIZE, FINISH, COLOR, TEXTURE AND COURSE OF EXISTING MASONRY TO REMAIN. NEW MASONRY SHALL BE WHOLE UNITS TOOTHED IN TO THE EXISTING MASONRY. NO SAW CUT EDGES WILL BE ALLOWED. MORTAR JOINTS TO MATCH COLOR, TEXTURE AND PROFILE OF ADJACENT MASONRY.
6. STRUCTURAL LINTELS ARE REQUIRED AT ALL OPENINGS AND RECESSES IN LOAD BEARING AND NON-LOAD BEARING MASONRY WALLS. REFER TO STRUCTURAL DRAWINGS.
7. EXPOSED OUTSIDE CORNERS OF INTERIOR CONCRETE MASONRY UNITS SHALL BE ROUNDED. U.N.O.
8. PROVIDE A CONTINUOUS BEAD OF SEALANT BETWEEN DISSIMILAR MATERIALS. U.N.O.
9. PROVIDE GALVANIC PROTECTION SEPARATING DISSIMILAR METALS.
10. ALL EXPOSED PIPING AND CONDUIT SHALL BE KEPT AS CLOSE AS POSSIBLE TO WALLS STRUCTURE, AND FLOOR/ROOF DECK.
11. ALL WALLS ABOVE DOOR/FRAMES TO EXTEND TO UNDERSIDE OF DECK. U.N.O.
12. ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF FINISH MATERIAL. U.N.O.
13. SLOPE ALL CONCRETE AND/OR TOPPING TO FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
14. CENTER SPRINKLER HEADS AND LIGHT FIXTURES, SECURITY DEVICES, WAPS, EXIT SIGNS, & SIMILAR DEVICES IN ACT LINES. U.N.O.
15. INSTALL WALL BLOCKING AS NEEDED FOR ALL WALL MOUNTED ITEMS.

1. EXISTING SIGHT-EXPOSED SURFACES OF EXISTING PARTITIONS AND SOFFITS SHALL BE FINISH PAINTED.
2. ALL NEW CONSTRUCTION AND IDENTIFIED EXISTING CONSTRUCTION TO REMAIN SHALL BE PRIME AND FINISH PAINTED UNLESS MATERIALS ARE PRE-PAINTED OR IDENTIFIED IN THE FINISH PLANS AND THE PROJECT MANUAL. FOR ADDITIONAL INFORMATION, NEW PARTITIONS AND SOFFITS ARE TO BE PRIME PAINTED FOR FULL HEIGHT OF PARTITION OR SOFFIT. SIGHT-EXPOSED SURFACES OF NEW PARTITIONS AND SOFFITS ARE TO BE FINIS PAINTED.
3. ALL WALLS IN EXISTING ROOMS IN WHICH WORK IS OCCURRING:
 - a. REPAIR HOLES, DEFECTS, ETC. IN EXISTING PLASTER AND CONCRETE BLOCK WALLS.
 - b. AT REPAIRS AND UNPAINTED CONCRETE BLOCK PROVIDE BLOCK FILL PAINT AND TWO FINISH COATS OF PAINT; AND
 - c. PROVIDE ONE FINISH COAT OF PAINT OVER EXISTING PAINTED WALLS.
4. IN OCCUPIED SPACES IN AREAS OF RENOVATION, ALL SIGHT-EXPOSED MECHANICAL COMPONENTS INCLUDING, BUT NOT LIMITED TO, DUCTWORK, PIPING, FITTINGS, CONTROL, BOXES, HANGERS, ETC SHALL BE PAINTED. DO NOT PAINT MOVING PARTS OR LABELS.
5. DO NOT PAINT EXISTING FACE BLOCK, GROUND FACE CMU OR SOFT, UNO

1. ALL CEILING ELEVATIONS IDENTIFIED DENOTE HEIGHT ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
2. REFER TO MECHANICAL, PLUMBING, ELECTRICAL, FIRE PROTECTION, AND TECHNOLOGY DRAWINGS FOR CEILING MOUNTED EQUIPMENT AND COMPONENTS. DO NOT DETAIL ANY ARCHITECTURAL DRAWINGS IN AREAS WITH NO FINISHED CEILING SYSTEM REFER TO ELECTRICAL DRAWINGS FOR LUMINAIRES AND SPACING.
4. REFER TO FINISH PLANS FOR ADDITIONAL INFORMATION REGARDING:
 - A. PAINTING OF CEILING COMPONENTS.
 - B. SUSPENDED ACOUSTICAL TILE CEILING SYSTEM TYPES TO BE PROVIDED.
 - C. CEILING HUNG WINDOW TREATMENTS
5. PRIOR TO BEGINNING ANY WORK, NOTIFY THE ARCHITECT IF EXISTING CONDITIONS PREVENT NEW CEILING SYSTEMS FROM BEING INSTALLED A DRAWN AND NOTED.
6. PRIOR TO BEGINNING ANY WORK, NOTIFY THE ARCHITECT IF QUANTITY AND/OR SPACING OF LIGHT FIXTURES ON ELECTRICAL DRAWINGS DOES NOT MATCH QUANTITY AND/OR SPACING OF LIGHT FIXTURES ON ARCHITECTURAL DRAWINGS.
7. LIGHT FIXTURES IN CORRIDORS ARE TO BE CENTERED IN THE WIDTH OF THE CORRIDOR UNLESS NOTED OTHERWISE.
8. ALL CEILING TILES SHALL BE TYPE 1 UNLESS NOTED OTHERWISE:
 - A. PROVIDE TYPE 2 CEILING TILES IN TOILET ROOMS.
9. PAINT ALL GYPSUM CEILINGS

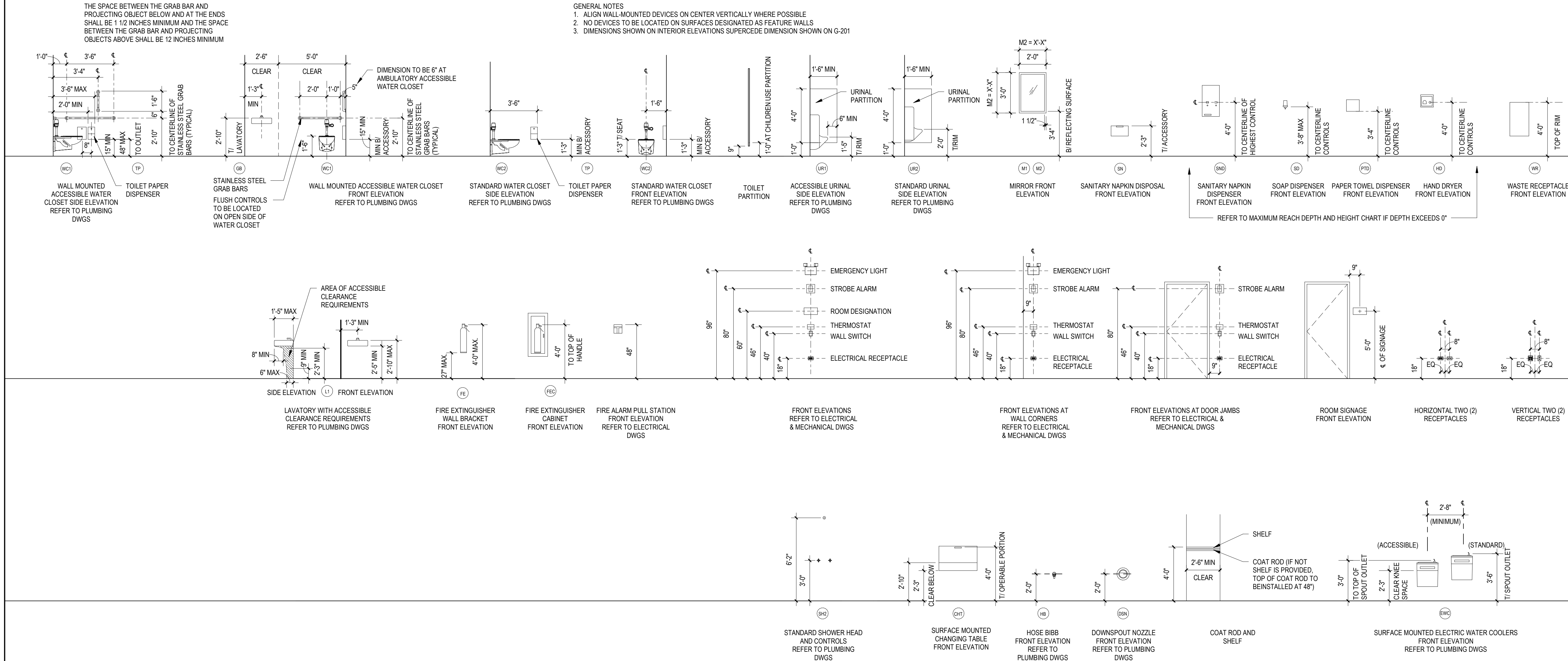
Diagram illustrating the components of a drawing title block:

- DRAWING NUMBER
- VIEW NAME
- NORTH ARROW - WHEN APPLICABLE
- VIEW NAME
- 1/8" = 1'-0"
- SCALE
- REFERRING SHEET -
- A-101

CUT PATTERNS		SURFACE PATTERNS	
	ALUMINUM		BRICK
	BRICK		CONCRETE MASON UNIT / BLOCK
	CONCRETE		CONCRETE
	CONCRETE MASONRY UNIT / BLOCK		GYPSUM BOARD
	EARTH - TOP SOIL / BACKFILL		METAL MESH
	GRAVEL		RUBBER TACTILE WARNING PAD
	GYPSUM BOARD GROUT		
	PLASTIC LAMINATE		
	PLYWOOD		
	RIGID INSULATION		
	SOLID SURFACE		
	SPRAY FOAM INSULATION		
	STEEL		

NOTE: NOT ALL FIXTURES, EQUIPMENT, ACCESSORIES, AND DEVICES SHOWN ARE APPLICABLE FOR THIS PROJECT

1. ALIGN WALL-MOUNTED DEVICES ON CENTER VERTICALLY WHERE POSSIBLE
2. NO DEVICES TO BE LOCATED ON SURFACES DESIGNATED AS FEATURE WALLS
3. DIMENSIONS SHOWN ON INTERIOR ELEVATIONS SUPERCEDE DIMENSION SHOWN ON G-201



GENERAL STRUCTURAL NOTES			
BUILDING CODES USED FOR DESIGN			
1. INTERNATIONAL BUILDING CODE, 2018 WITH LOCAL AMENDMENTS			
DESIGN LOADS			
1. DESIGN LIVE LOADS:			
PUBLIC AREAS, CORRIDORS & STAIRS	100 PSF		
OFFICE AREAS	50 PSF + 15 PSF*		
LIGHT STORAGE	125 PSF		
ROOFS	20 PSF		
2. ROOF SNOW:			
GROUND SNOW LOAD, Pg	25 PSF		
FLAT-ROOF SNOW LOAD, Pf	21 PSF		
SNOW EXPOSURE FACTOR, Ce	1.0		
SNOW IMPORTANCE FACTOR, Is	1.0		
THERMAL FACTOR, Ct	1.2		
SLOPE FACTOR, Cs	1.0		
DRIFT SURCHARGE LOAD(S), Pd	31 PSF		
WIDTH OF SNOW DRIFT(S), w	10.5 FT		
3. WIND:			
BASIC WIND SPEED, V	107 MPH		
ALLOWABLE STRESS DESIGN WIND SPEED, V _{asd}	83 MPH		
RISK CATEGORY	II		
WIND EXPOSURE	C		
INTERNAL PRESSURE COEFFICIENT	+/-0.18 (ENCLOSED AREAS)		
COMPONENTS & CLADDING	ANALYSIS PER ASCE 7-16 CH. 30		
4. SEISMIC:			
RISK CATEGORY	II		
SEISMIC IMPORTANCE FACTOR, I _e	1.0		
SS	0.111		
S1	0.06		
SITE CLASS	D		
SDS	0.119		
SD1	0.065		
SEISMIC DESIGN CATEGORY	B		
BASIC SEISMIC FORCE-RESISTING SYSTEM	ORDINARY REINF MASONRY SHEAR WALLS, STEEL NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE		
DESIGN BASE SHEAR			
SEISMIC RESPONSE COEFFICIENT, C _s	0.06		
RESPONSE MODIFICATION COEFFICIENT, R	2		
ANALYSIS PROCEDURE	ELF		
NEW CONSTRUCTION			
1. THE CONTRACTOR SHALL FOLLOW WRITTEN DIMENSIONS ONLY. DO NOT SCALE DRAWINGS.			
2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE CONSTRUED TO APPLY AT ANY SIMILAR CONDITION ELSEWHERE ON THE JOB EXCEPT WHERE A DIFFERENT DETAIL OR SECTION IS SHOWN.			
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS. WHERE DISCREPANCIES OCCUR, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT PRIOR TO CONSTRUCTION.			
4. THE STEEL FRAMING COMPONENTS SHOWN RELY ON BUILDING COMPONENTS OTHER THAN STRUCTURAL STEEL FOR FINAL STRUCTURAL STABILITY (PREVIOUSLY REFERRED TO AS A NON-SELF-SUPPORTING STEEL FRAME BY THE AISC "CODE OF STANDARD PRACTICE"). THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND PROVISION OF ANY AND ALL TEMPORARY BRACING AND SHORING AGAINST WIND, ERECTION AND ALL CONSTRUCTION LOADS UNTIL ALL ELEMENTS, MEMBERS AND CONNECTIONS (FLOORS, ROOF, SHEAR WALLS, ETC.), AS SHOWN ON THE CONTRACT DOCUMENTS ARE COMPLETELY INSTALLED. THE STRUCTURAL MEMBERS SHOWN ON THE CONTRACT DOCUMENTS ARE DESIGNED FOR THE ANTICIPATED LOADS THAT THE STRUCTURE WILL BE SUBJECTED TO ONLY AFTER ALL STRUCTURAL ELEMENTS ARE IN PLACE AND FINAL CONNECTIONS ARE COMPLETE.			
5. THE GENERAL CONTRACTOR SHALL VERIFY ALL OPENING SIZES, PAD SIZES AND LOCATIONS WITH THE RESPECTIVE CONTRACTORS.			
BACKFILLING			
1. NO BACKFILLING AND COMPACTING OF EARTH SHALL BE PERMITTED AGAINST FOUNDATION WALLS UNTIL CONCRETE HAS REACHED 75% OF ITS DESIGN STRENGTH.			
2. BOTH SIDES OF FOUNDATION WALLS SHALL BE BACKFILLED SIMULTANEOUSLY UP TO LOWER GRADE LEVEL TO PREVENT OVERTURNING OR WALLS SHALL BE ADEQUATELY BRACED.			
3. HEAVY COMPACTING EQUIPMENT SHALL NOT BE USED ON BACKFILL OF WALLS WHERE THE GRADE DIFFERENTIAL EXCEEDS 16".			
FOUNDATION/UNDERGROUND MECHANICAL COORDINATION			
1. UNDERGROUND SEWER, WATER, GAS LINES, ETC. CROSSING CONTINUOUS WALL FOUNDATIONS SHALL NOT PASS THROUGH FOOTINGS. WHERE PIPE OCCURS ABOVE TOP OF FOOTING, SLEEVE THROUGH WALL. WHERE PIPE OCCURS IN FOOTING DEPTH, DROP TOP OF FOOTING SUCH THAT PIPE PASSES JUST ABOVE FOOTING. IF TOP OF PIPE IS LESS THAN 6" BELOW BOTTOM OF FOOTING, PROVIDE 1" COMPRESSIBLE FOAM INSULATION BELOW FOOTING FOR WIDTH OF TRENCH.			
EXCAVATION AND EARTHWORK			
1. THE SOILS AND FOUNDATION ENGINEERING REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSIDERED PART OF THE CONTRACT DOCUMENTS. FURTHERMORE, NO WARRANTY IS MADE BY THE OWNER WITH REGARD TO THE COMPLETENESS AND ACCURACY OF THE SUBSURFACE INVESTIGATION DATA, SOIL TEST DATA OR STATEMENTS AND INTERPRETATIONS GIVEN IN REPORT NO. 535.1 PREPARED BY SRN TESTING SERVICES, LLC ON 10-19-21.			
2. WATER LEVELS INDICATED ON THE BORING LOGS MAY BE SUBJECT TO SEASONAL AND/OR ANNUAL VARIATIONS. A DEWATERING SYSTEM OF SUFFICIENT CAPACITY SHALL BE INSTALLED AND OPERATED TO MAINTAIN THE CONSTRUCTION AREA FREE OF WATER AT ALL TIMES.			
3. THE BEARING VALUE OF THE SOIL WAS DETERMINED BY FIELD EXPLORATION AND LABORATORY ANALYSIS. THE FOUNDATION DESIGN IS BASED ON THE FOLLOWING NET ALLOWABLE BEARING PRESSURE(S):			
SPREAD FOOTINGS	3000 PSF		
WALL FOOTINGS	3000 PSF		
4. ALL FOOTING EXCAVATIONS SHALL BE INSPECTED, PRIOR TO CONCRETE PLACEMENT, BY A SOILS ENGINEER TO VERIFY SUITABLE BEARING MATERIAL OF CAPACITY AS SPECIFIED.			
5. NOTIFY THE OWNER'S REPRESENTATIVE WHEN ADDITIONAL EXCAVATION IS REQUIRED TO REACH SUITABLE BEARING MATERIAL.			
6. THE SOILS ENGINEER SHALL CERTIFY IN WRITING THAT ALL FOUNDATIONS WERE PLACED ON SOIL WITH THE BEARING VALUE AS SPECIFIED.			
7. WITHIN THE EXCAVATION AREA OF THE FOUNDATIONS, ALL VEGETATION, TOPSOIL, PREVIOUSLY PLACED FILL AND UNSUITABLE SOILS SHALL BE REMOVED. ALL FOOTINGS SHALL BEAR ON VIRGIN SOIL OR PROPERLY PLACED AND COMPACTED ENGINEERED FILL.			

CONCRETE			
1. ALL CONCRETE WORK INCLUDING FORMING, REINFORCING, MIXING, PLACING AND CURING SHALL BE IN ACCORDANCE WITH THE ACI MANUAL OF CONCRETE PRACTICE INCLUDING "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," ACI 318 AND "SPECIFICATIONS FOR STRUCTURAL CONCRETE," ACI 301.			
2. ALL CONCRETE SHALL ATTAIN A MINIMUM ULTIMATE COMPRESSIVE STRENGTH f _c = 3000 PSI FOR FOOTINGS AND 4500 PSI FOR WALLS AND SLABS AT 28 DAYS.			
3. CONCRETE SHALL BE VIBRATED INTO FORMS WHILE PLACING, WITHOUT OVER-VIBRATING. REINFORCING SHALL BE PROTECTED BY CONCRETE OF THICKNESS AS FOLLOWS:			
FOOTINGS	3"		
PIERS	1 1/2" TO TIES		
OTHER FOUNDATION	2" BOTH FACES		
EXPOSED EXTERIOR CONCRETE	2"		
SLAB ON GRADE	1/3 FROM TOP		
4. COORDINATE CONCRETE WORK WITH THAT OF OTHER TRADES TO ALLOW FOR SETTING OF SLEEVES, ACCESSORIES, ETC.			
5. UNLESS EXPLICITLY ALLOWED BY THE DRAWINGS ALL ANCHOR RODS SHALL BE SET AND TIED IN PLACE PRIOR TO POURING OF CONCRETE AND MAY NOT "MUCKED IN" OR ASSUMED TO BE ABLE TO BE REPLACED WITH POST INSTALLED ANCHORS.			
REINFORCING STEEL			
1. THE REINFORCING STEEL CONTRACTOR SHALL FABRICATE ALL REINFORCEMENT AND FURNISH ACCESSORIES, CHAIRS, SPACER BARS AND SUPPORTS NECESSARY TO SECURE THE REINFORCEMENT UNLESS SHOWN OTHERWISE ON THE PLANS AND/OR DETAILS.			
2. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60.			
3. WELDED WIRE REINFORCING SHALL BE SUPPLIED IN FLAT SHEETS AND SHALL CONFORM TO ASTM A185.			
4. CONCRETE REINFORCEMENT SHALL BE PLACED ACCORDING TO CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCEMENT BARS."			
5. ALL REINFORCEMENT SPLICES SHALL BE LAPPED 48 BAR DIAMETERS MINIMUM UNLESS OTHERWISE NOTED. PROVIDE CORNER BARS FOR ALL HORIZONTAL REINFORCEMENT AT CORNERS AND INTERSECTIONS.			
DIMENSION LUMBER			
1. ALL UNTREATED DIMENSION LUMBER SHALL BE HEM-FIR #2, SPRCE-PINE-FIR #2 OR BETTER AS DEFINED BY THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION "DESIGN VALUES FOR VISUALLY GRADED LUMBER" - LATEST EDITION			
2. ALL MEMBER SIZES GIVEN ON PLAN ARE NOMINAL DIMENSIONS.			
3. SPACING OF BRIDGING FOR ROOF JOISTS SHALL NOT EXCEED 6 TIMES THE NOMINAL JOIST DEPTH OR 8'-0", WHICHEVER IS GREATER.			
4. ALL JOISTS AND BEAMS NOT BEARING ON SUPPORTING MEMBERS SHALL BE FRAMED WITH SIMPSON (OR APPROVED EQUIVALENT) JOIST HANGERS. USE TYPE INDICATED OR AS APPROPRIATE FOR LOADING IF NOT INDICATED.			
WOOD STRUCTURAL PANEL (WSP) SHEATHING			
1. WSP SHEATHING PANELS SHALL BE INSTALLED WITH FACE GRAIN ACROSS (PERPENDICULAR) THE SUPPORT JOISTS. STAGGER PANEL END JOINTS.			
2. WSP ROOF SHEATHING SHALL BE APA RATED 1/2" CDX SHEATHING OR BETTER.			
NAIL SPACING:			
PANEL EDGES	6" O.C.		
INTERMEDIATE SUPPORTS	12" O.C.		

STRUCTURAL ABBREVIATIONS			
AB	ANCHOR BOLT	INCL	INCLUDE
ADDL	ADDITIONAL	INFO	INFORMATION
ADJ	ADJACENT	INS	INSULATION
AFF	ABOVE FINISH FLOOR	INT	INTERIOR
AHU	AIR HANDLING UNIT	JF	JOINT FILLER
ALT	ALTERNATE	JST	JOIST
APPROX	APPROXIMATE(LY)	JT	JOINT
ARCH	ARCHITECT/ARCHITECTURAL	K	KIP (OR 1000 POUNDS)
B/	BOTTOM OF	KLF	KIPS PER LINEAR FOOT
B/B	BACK TO BACK	LB, #	POUNDS
BL	BRICK LEDGE	LH	LEFT HAND
BLDG	BUILDING	LL	LIVE LOAD
BM	BEAM	LLH	LONG LEG HORIZONTAL
BOTT	BOTTOM	LLV	LONG LEG VERTICAL
BRG	BEARING	LVL	LAMINATED VENEER LUMBER
BRDG	BRIDGING	MATL	MATERIAL
BSMT	BASEMENT	MAU	MAKE-UP AIR UNIT
C/C	CENTER TO CENTER	MAX	MAXIMUM
C	COMPRESSION	MECH	MECHANICAL
CA	CAISSON	MEP	MECHANICAL ELECTRICAL
CH	CHANNEL		PLUMBING
CIP	CAST-IN-PLACE CONCRETE	MEZZ	MEZZANINE
CJ	CONTRACTION/CONSTRUCTION JOINT	MFR	MANUFACTURER
CL	CENTER LINE	MIN	MINIMUM
CLG	CEILING	MISC	MISCELLANEOUS
CLR	CLEAR	MO	MASONRY OPENING
CM	CONSTRUCTION MANAGER	MP	METAL PANEL
CMU	CONCRETE MASONRY UNIT	MTL	METAL
COL	COLUMN	NA	NOT APPLICABLE
CONC	CONCRETE	NIC	NOT IN CONTRACT
CONF	CONFERENCE	NO, #	NUMBER
CONN	CONNECTION	NOM	NOMINAL
CONST	CONSTRUCTION	NS	NEAR SIDE
CONT	CONTINUE (D) (OUS)	NTS	NOT TO SCALE
CONTR	CONTRACTOR	NWC	NORMAL WEIGHT CONCRETE
COORD	COORDINATE	OC	ON CENTER
CTR	CENTER	OD	OUTSIDE DIAMETER
DBA	DEFORMED BAR ANCHOR	OH	OPPOSITE HAND
DBL	DOUBLE	OPNG	OPENING
DET	DETAIL	PC	PRECAST CONCRETE
DIA	DIAMETER	PL	PLATE
DIAG	DIAGONAL	PLF	POUNDS PER LINEAR FOOT
DIM	DIMENSION (S)	PLYWD	PLYWOOD
DL	DEAD LOAD	PREFAB	PREFABRICATED
DP	DRILLED PIER	PSF	POUND PER SQUARE FOOT
DWG	DRAWING	PSI	POUND PER SQUARE INCH
DWL	DOWEL	PT	POST TENSIONED
EA	EACH	QTY	QUANTITY
ECC	ECCENTRICITY	R	RADIUS
EF	EACH FACE	RD	ROOF DRAIN
EJ	EXPANSION JOINT	REF	REFERENCE
EL	ELEVATION	REINF	REINFORCE (D)
EOD	EDGE OF DECK	REQ	REQUIRE (D)
EOR	ENGINEER OF RECORD	REV	REVISED/REVISION
EOS	EDGE OF SLAB	RH	RIGHT HAND
EQ	EQUAL	RTU	ROOF TOP UNIT
EQUIP	EQUIPMENT	SCHED	SCHEDULE
EW	EACH WAY	SECT	SECTION
EWEF	EACH WAY EACH FACE	SF	SQUARE FOOT
EXCAV	EXCAVATE	SHT	SHEET
EXIST	EXISTING	SIM	SIMILAR
EXP	EXPANSION	SL	SNOW LOAD
EXT	EXTERIOR	SOG	SLAB ON GRADE
F/F	FACE TO FACE	SPEC	SPECIFICATION
FAB	FABRICATOR	SS	STAINLESS STEEL
FD	FLOOR DRAIN	STD	STANDARD
FDN	FOUNDATION	STL	STEEL
FF	FINISHED FLOOR	STRUCT	STRUCTURAL
FL	FLOOR	T&B	TOP AND BOTTOM
FOC	FACE OF CONCRETE	T&G	TONGUE AND GROVE
FOW	FACE OF WALL	T/	TOP OF
FP	FIREPROOFING	T	TENSION
FS	FAR SIDE	TCX	TOP CHORD EXTENSION
FT	FEET OR FOOT	TD	TRENCH DRAIN
FTG	FOOTING	THK	THICK
GA	GAUGE	TYP	TYPICAL
GALV	GALVANIZED	V	SHEAR
GB	GRADE BEAM	UNO	UNLESS NOTED OTHERWISE
GC	GENERAL CONTRACTOR	VERT	VERTICAL
GEN	GENERAL	VIF	VERIFY IN FIELD
GL	GLUE LAMINATE TIMBER	W/	WITH
GR	GRADE	W/O	WITHOUT
GYP	GYPSUM	WD	WOOD
HOR	HORIZONTAL	WP	WORK POINT
HK	HOOK	WS	WATERSTOP
HS	HEADED STUD	WT	WEIGHT
HT	HEIGHT	WWR	WELDED WIRE REINFORCEMENT
ID	INSIDE DIAMETER		
IN, "	INCH OR INCHES		

 BUFFALO GROVE PARK DISTRICT
Buffalo Grove Park District 530 Bernard Dr. Buffalo Grove, IL 60089
PROJECT
Mike Rylko
Community Park
Spray N' Play
Renovation
PROJECT TEAM
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MEP ENGINEER: AMSCO Engineering Inc. 5115 Belmont Rd # A Downers Grove, IL 60515 P: 630-515-1555
AQUATIC ENGINEER: WT Group 2675 Pratum Avenue Hoffman Estates, IL 60192 P: 224-293-6333
REVISIONS
ISSUED FOR BID
23SEP2024
PROJECT NUMBER
1055B
SHEET TITLE
GENERAL NOTES
SHEET NUMBER
S-000
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Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
**Mike Rylko
Community Park
Spray N' Play
Renovation**

PROJECT TEAM
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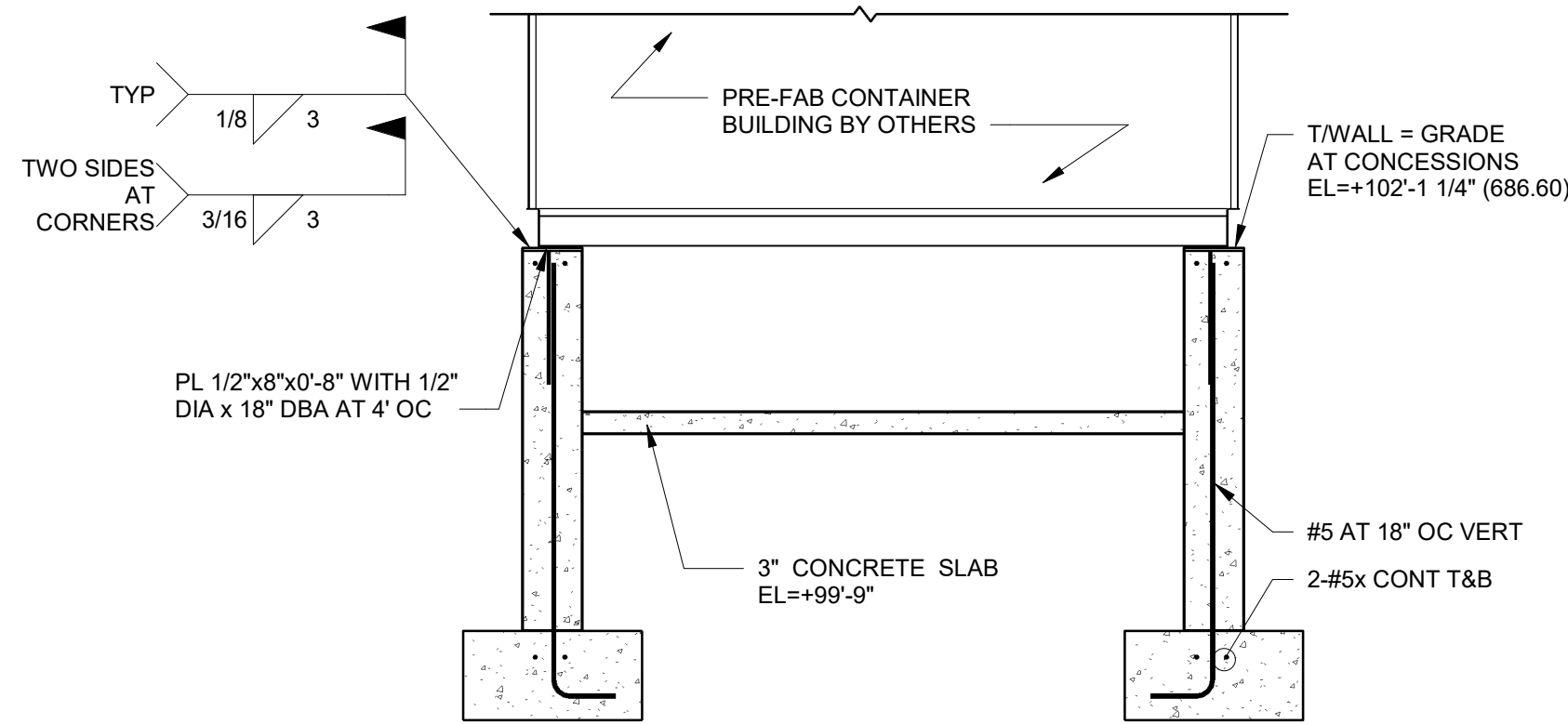
REVISIONS		

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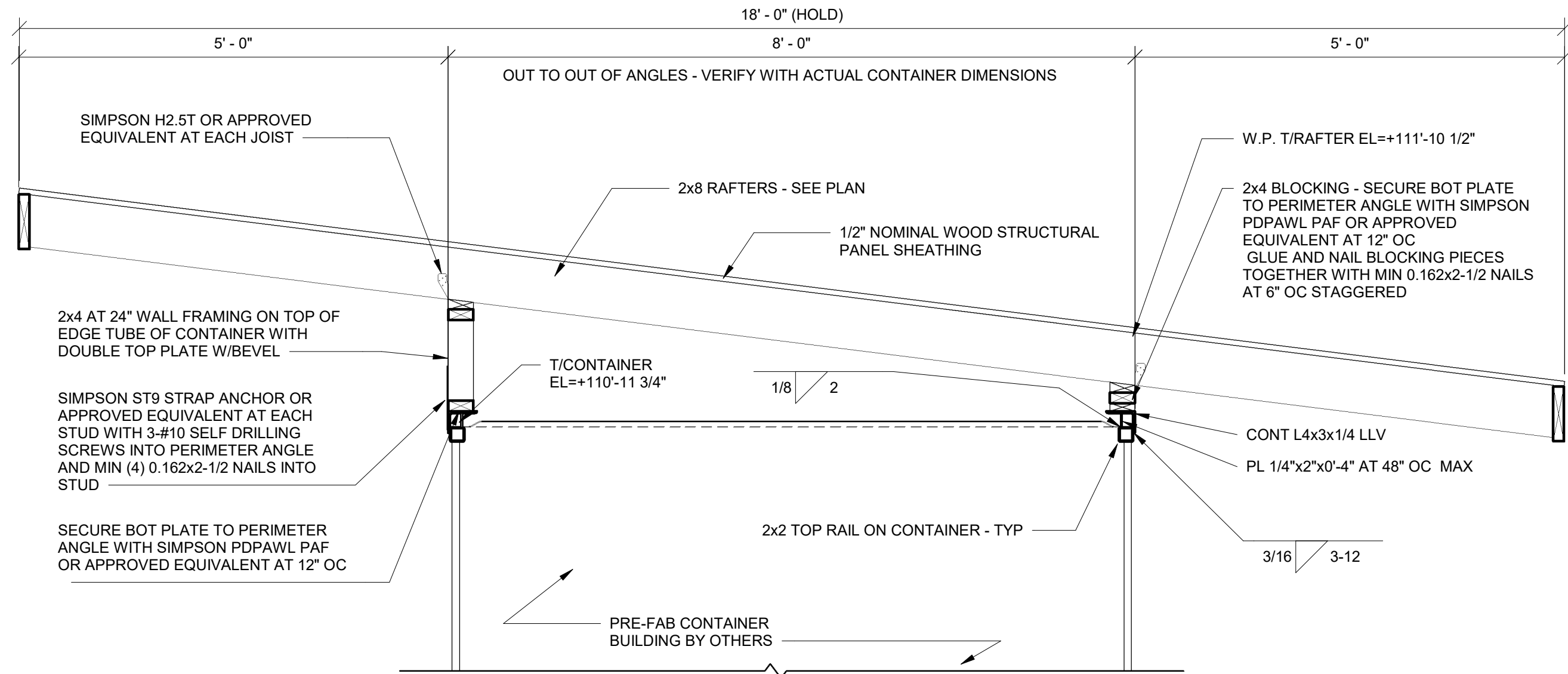
PROJECT NUMBER
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**FOUNDATION AND
FRAMING
PLANS-CONCESSIONS**

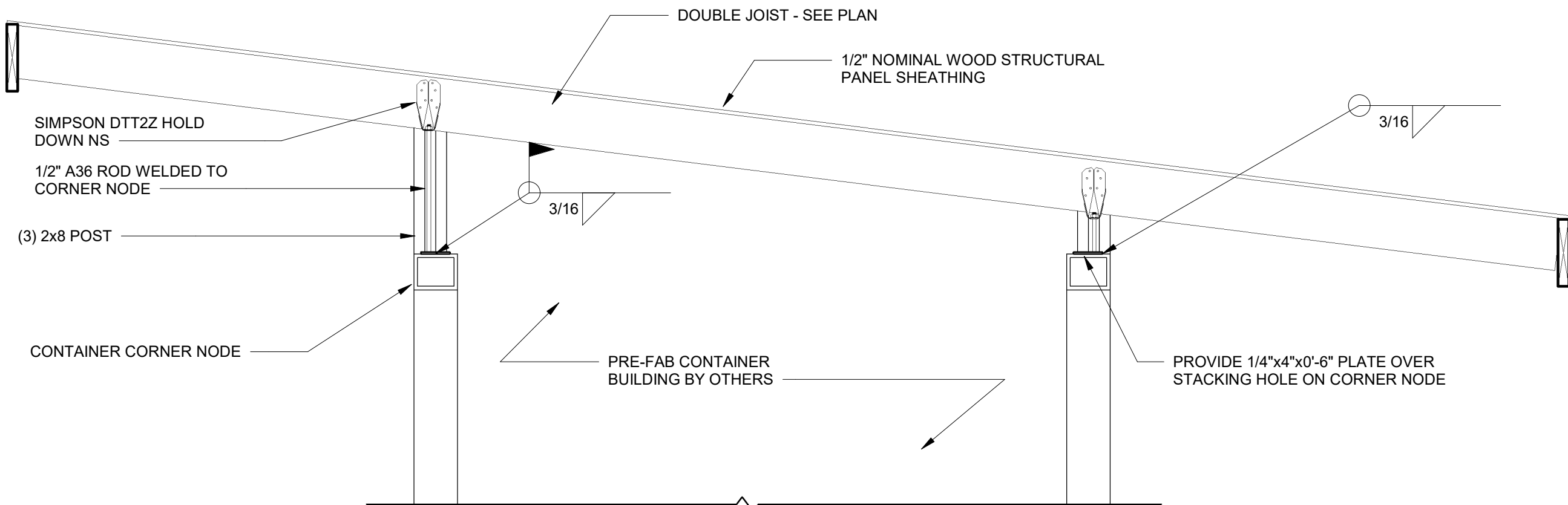
SHEET NUMBER
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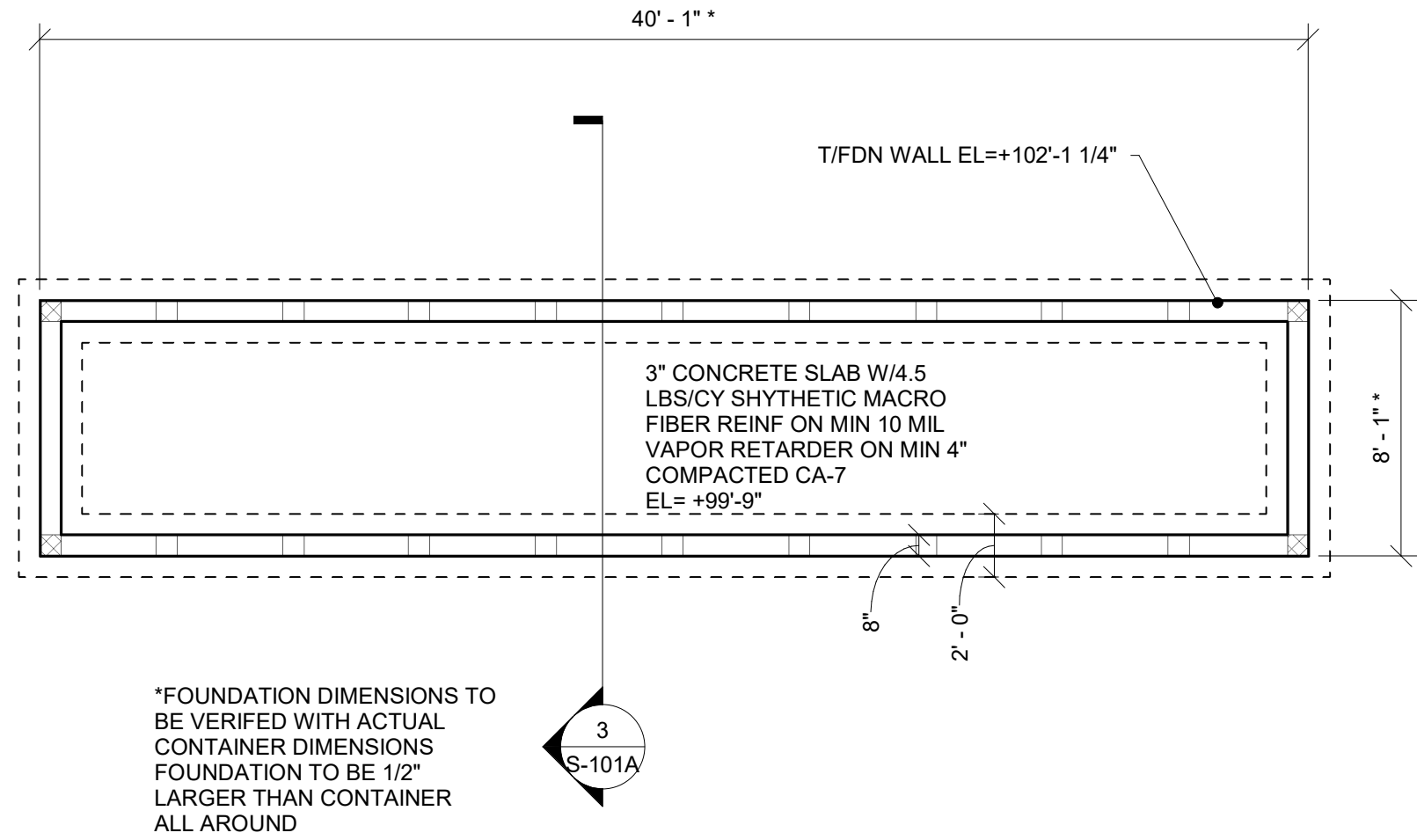
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S-101A
TYP SECTION AT CONCESSIONS BUILDINGS
1/2" = 1'-0"



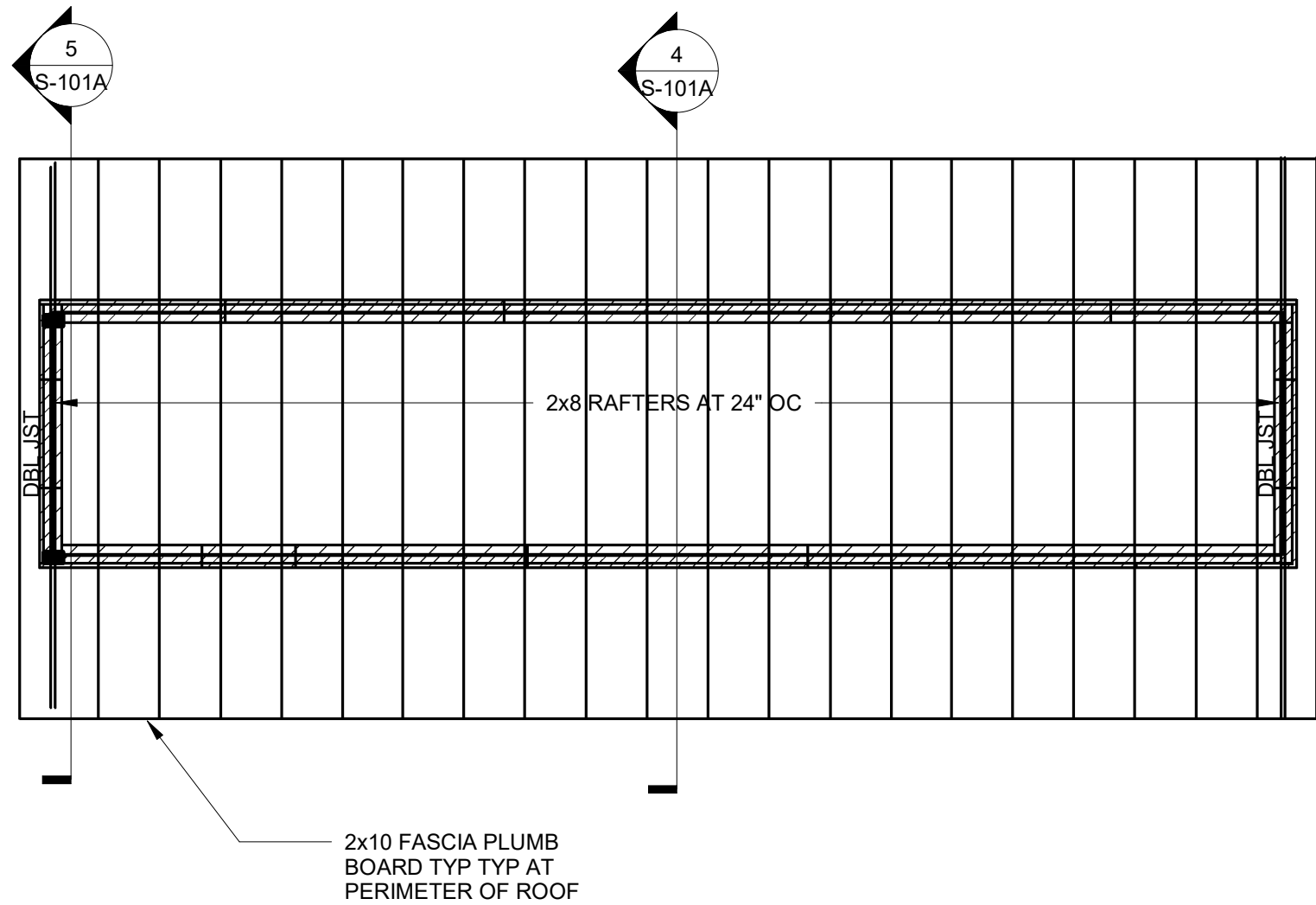
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TYP SECTION AT CONCESSIONS BUILDINGS ROOF
3/4" = 1'-0"



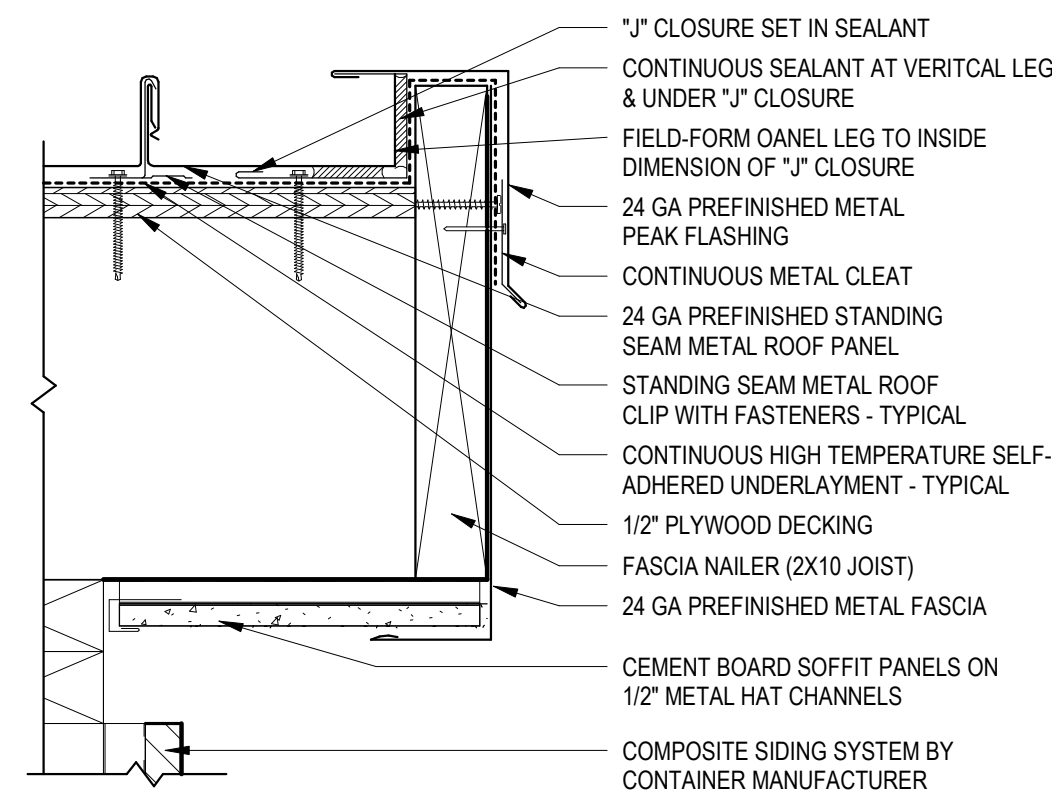
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SECTION AT LVL GIRDER
3/4" = 1'-0"



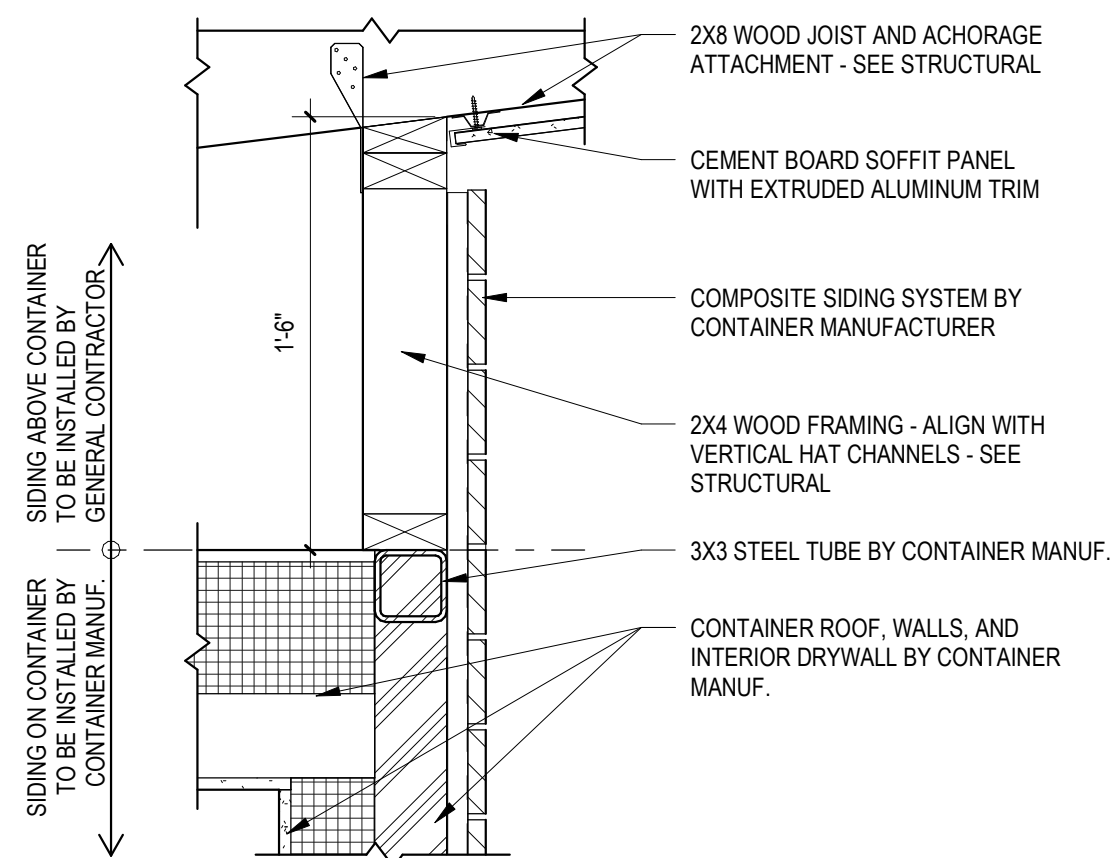
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S-101A
FOUNDATION PLAN (CONTAINER)
3/16" = 1'-0"



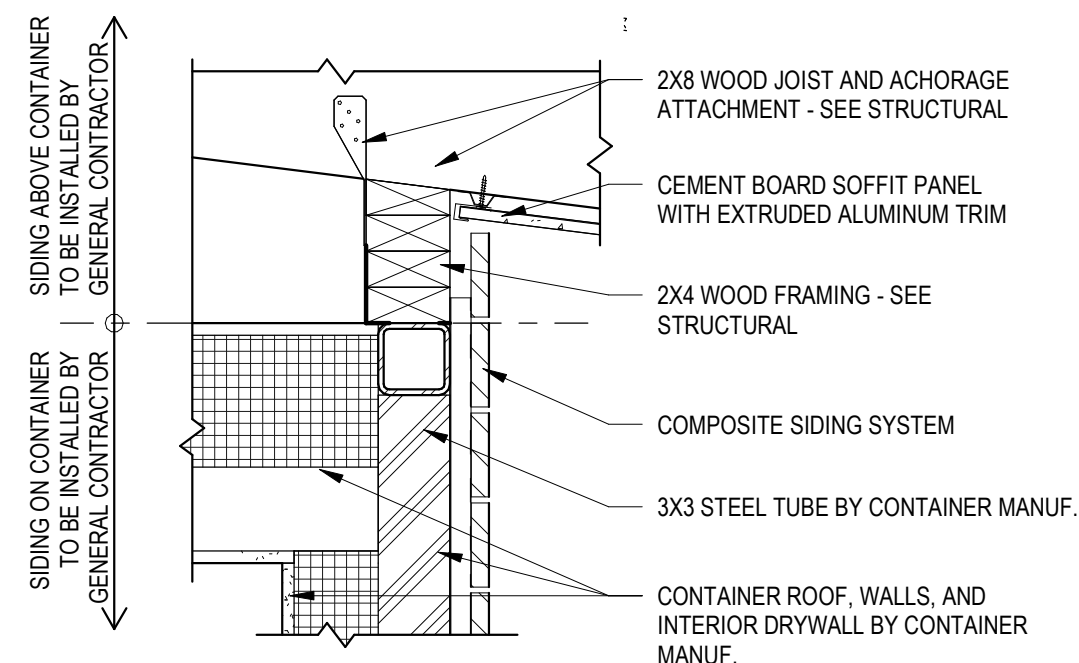
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S-101A
ROOF FRAMING PLAN - CONCESSIONS
3/16" = 1'-0"



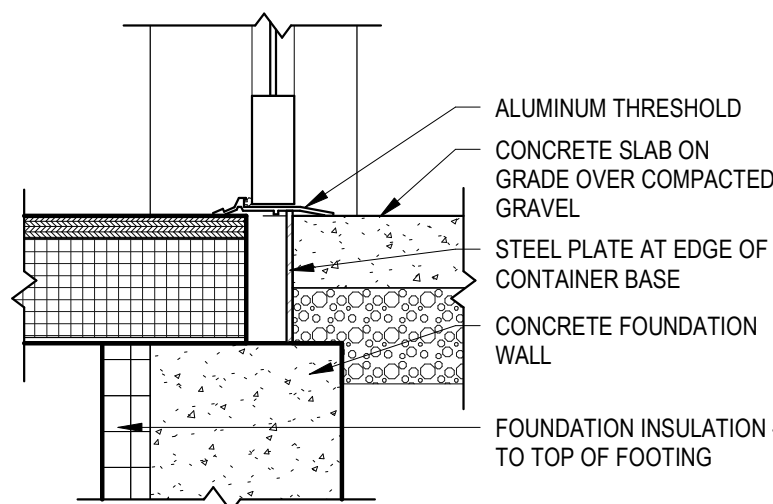
13 CONTAINER ROOF - RAKE
3" = 1'-0" A-101



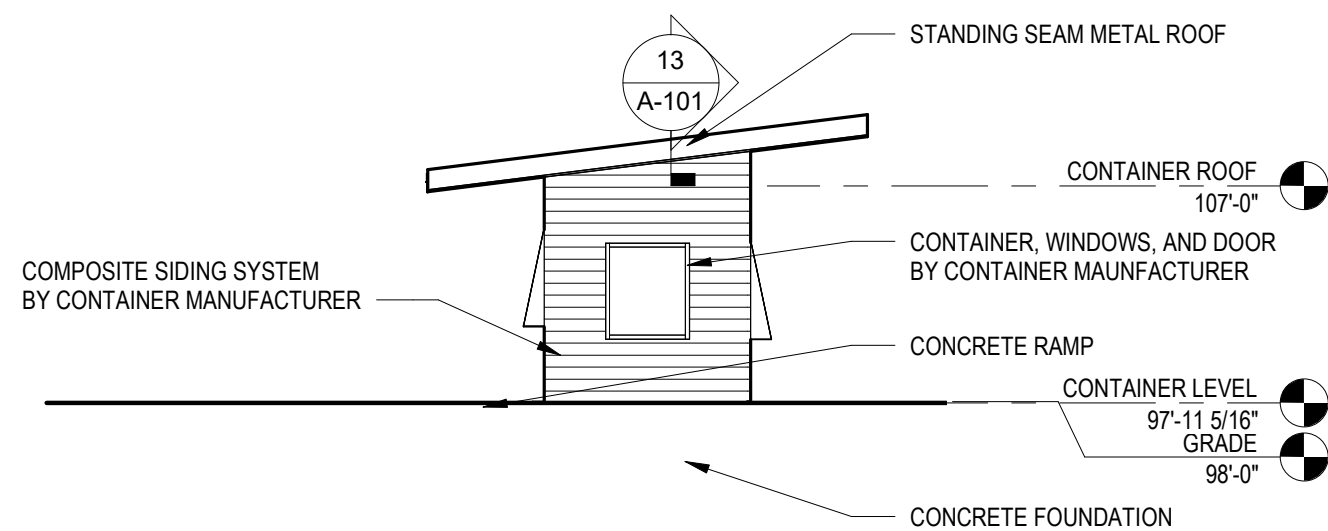
12 CONTAINER SOFFIT AT WINDOW HEAD
1 1/2" = 1'-0" A-101



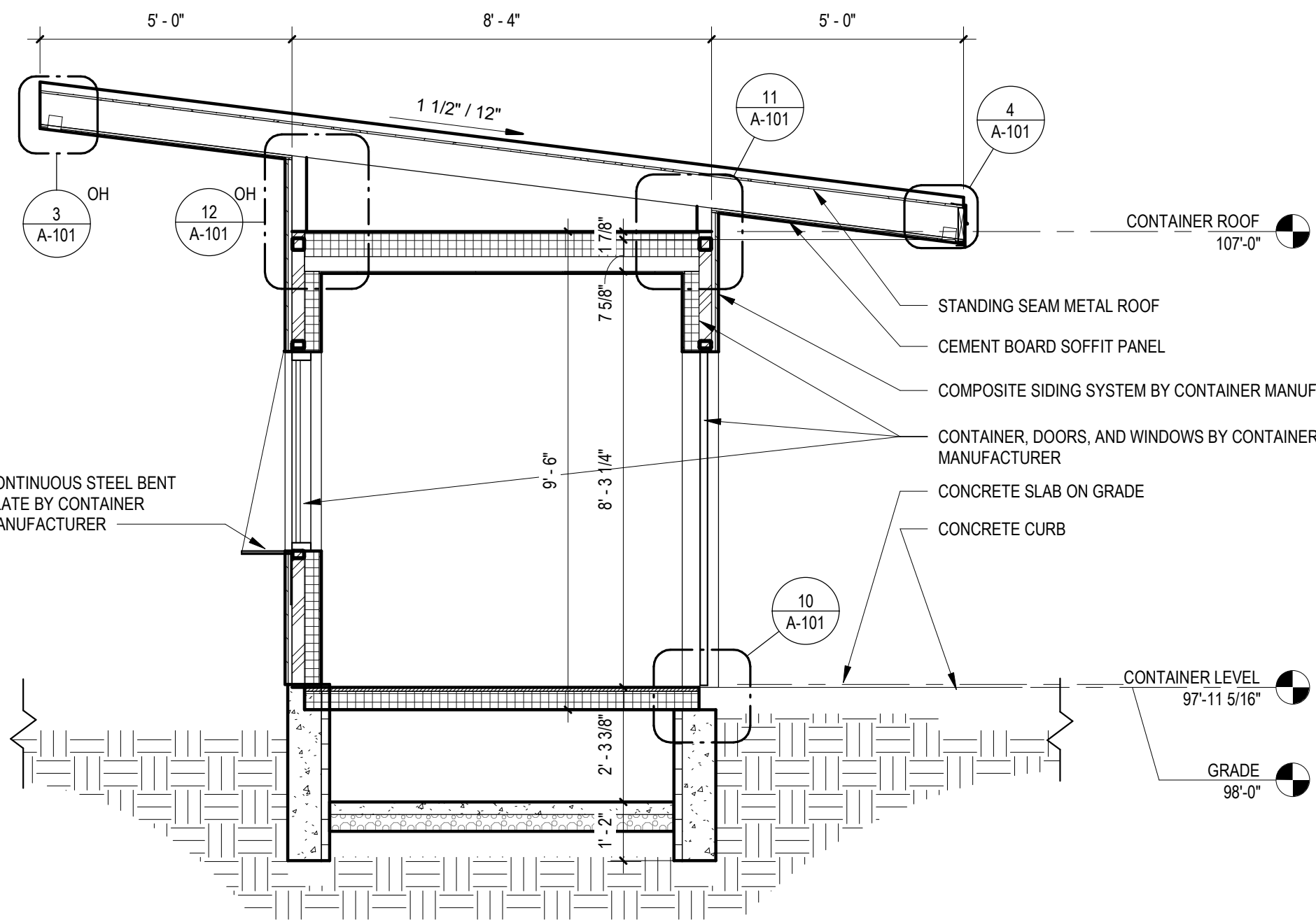
11 CONTAINER SOFFIT AT DOOR HEAD
1 1/2" = 1'-0" A-101



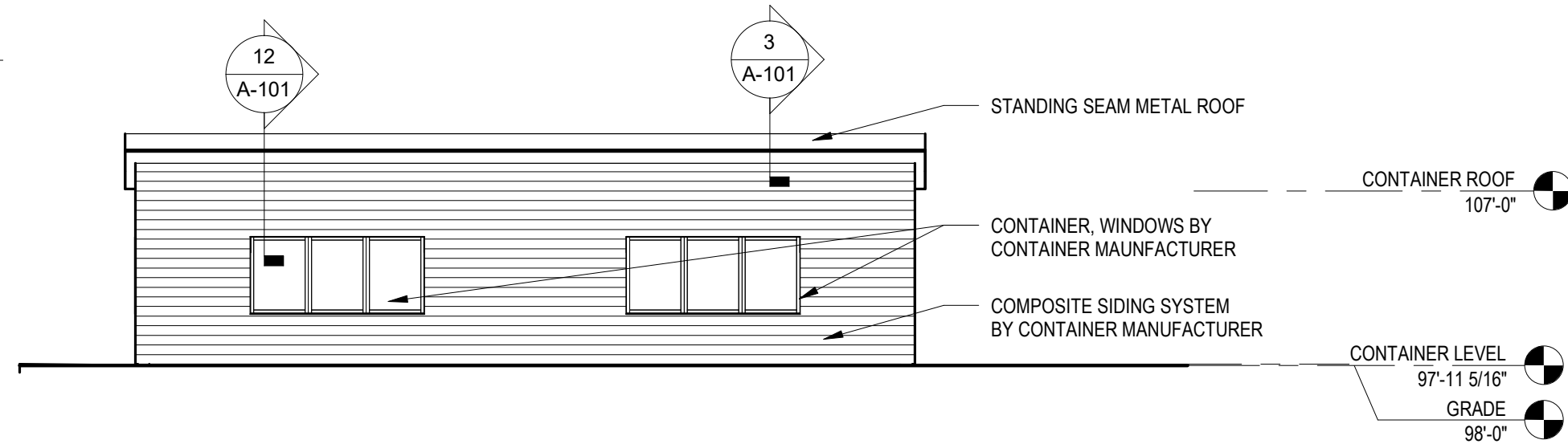
10 CONTAINER DOOR SILL DETAIL
1 1/2" = 1'-0" A-101



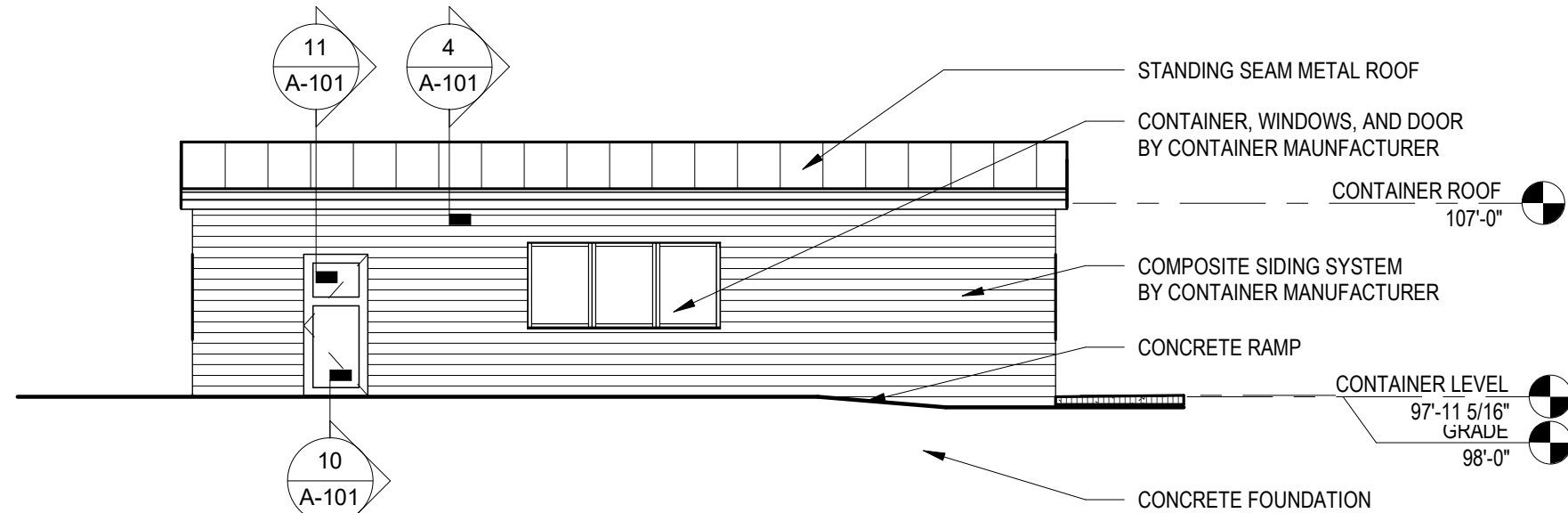
9 CONTAINER BUILDING - NORTHEAST ELEVATION
1/8" = 1'-0" A-101



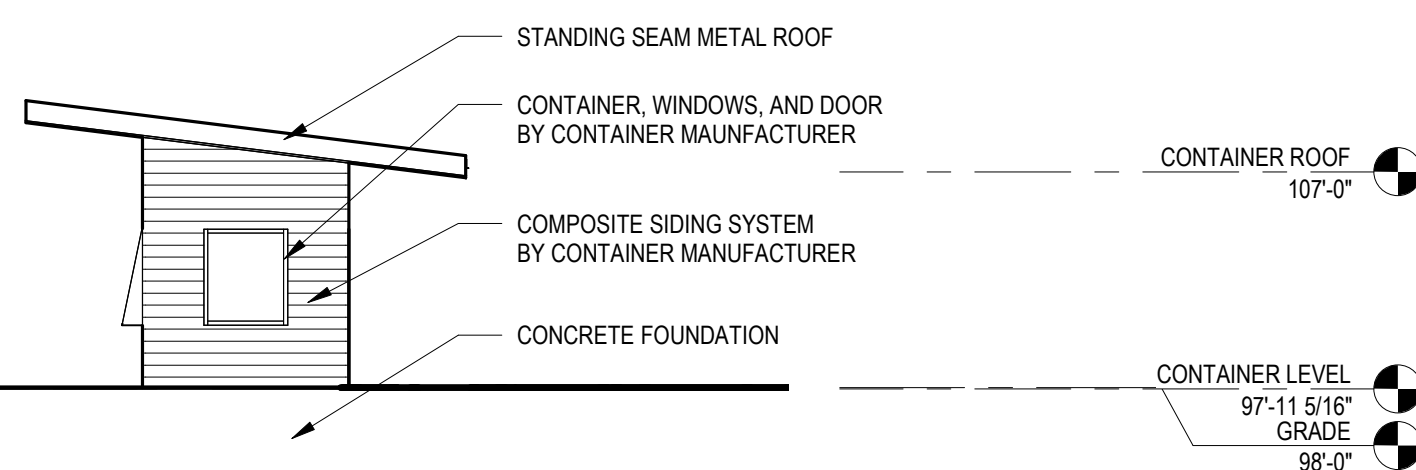
8 CONTAINER SECTION
3/8" = 1'-0" A-101



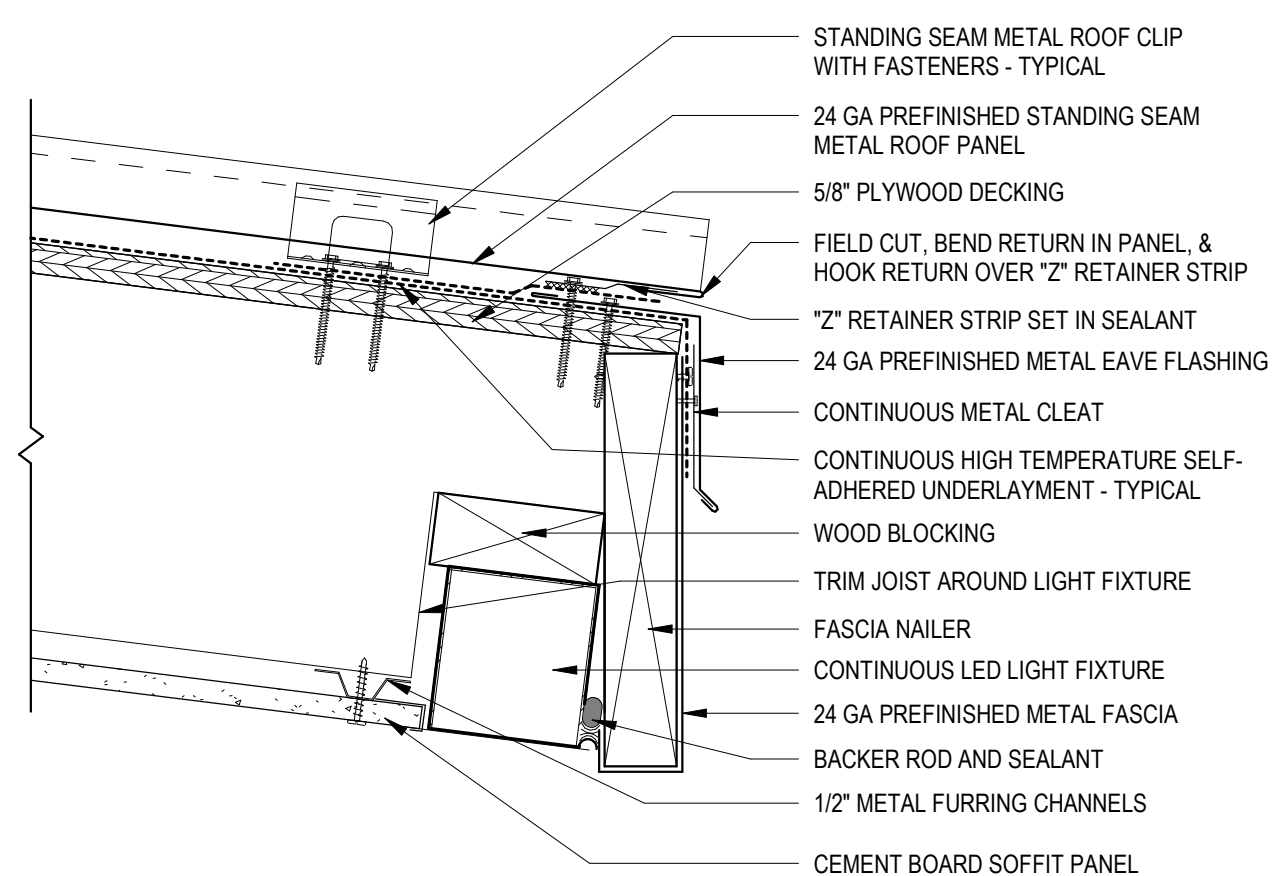
7 CONTAINER BUILDING - NORTHWEST ELEVATION
1/8" = 1'-0" A-101



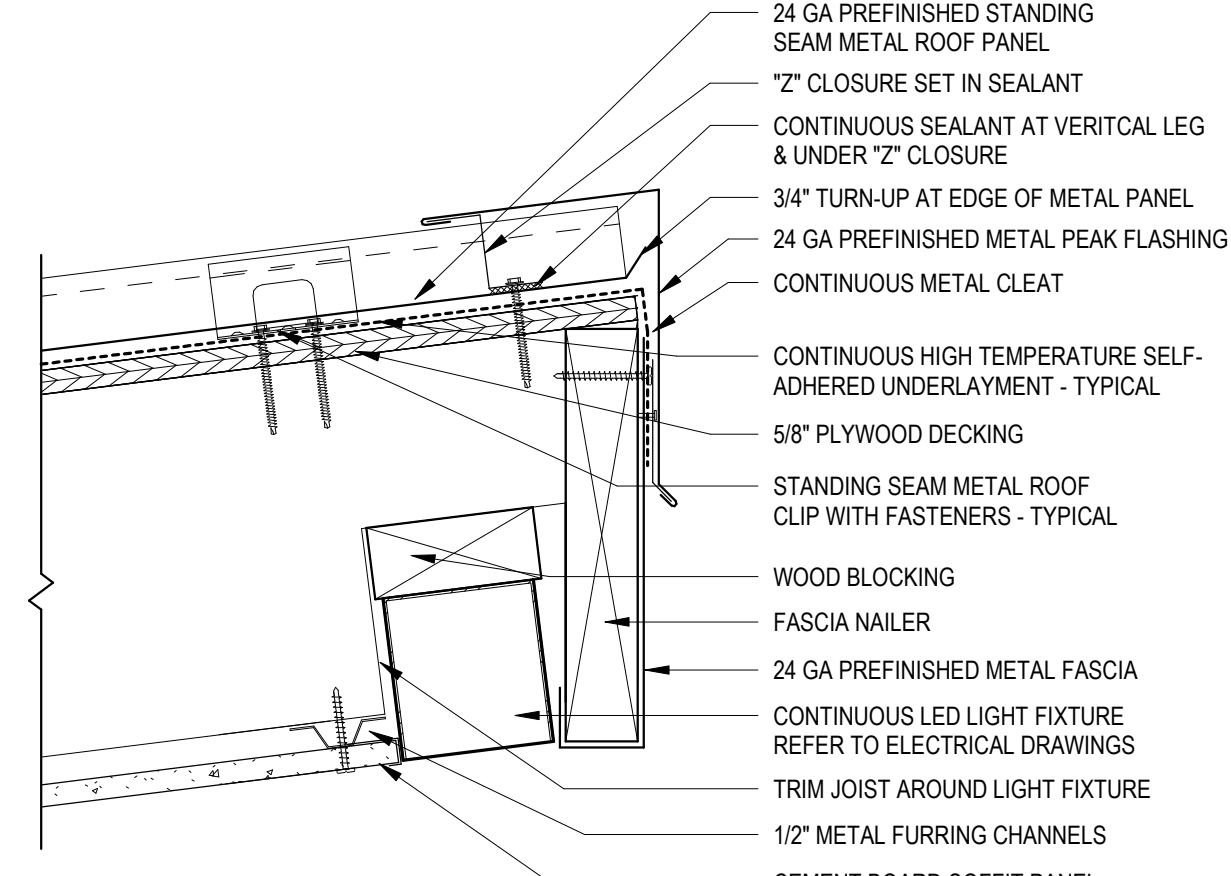
6 CONTAINER BUILDING - SOUTHEAST ELEVATION
1/8" = 1'-0" A-101



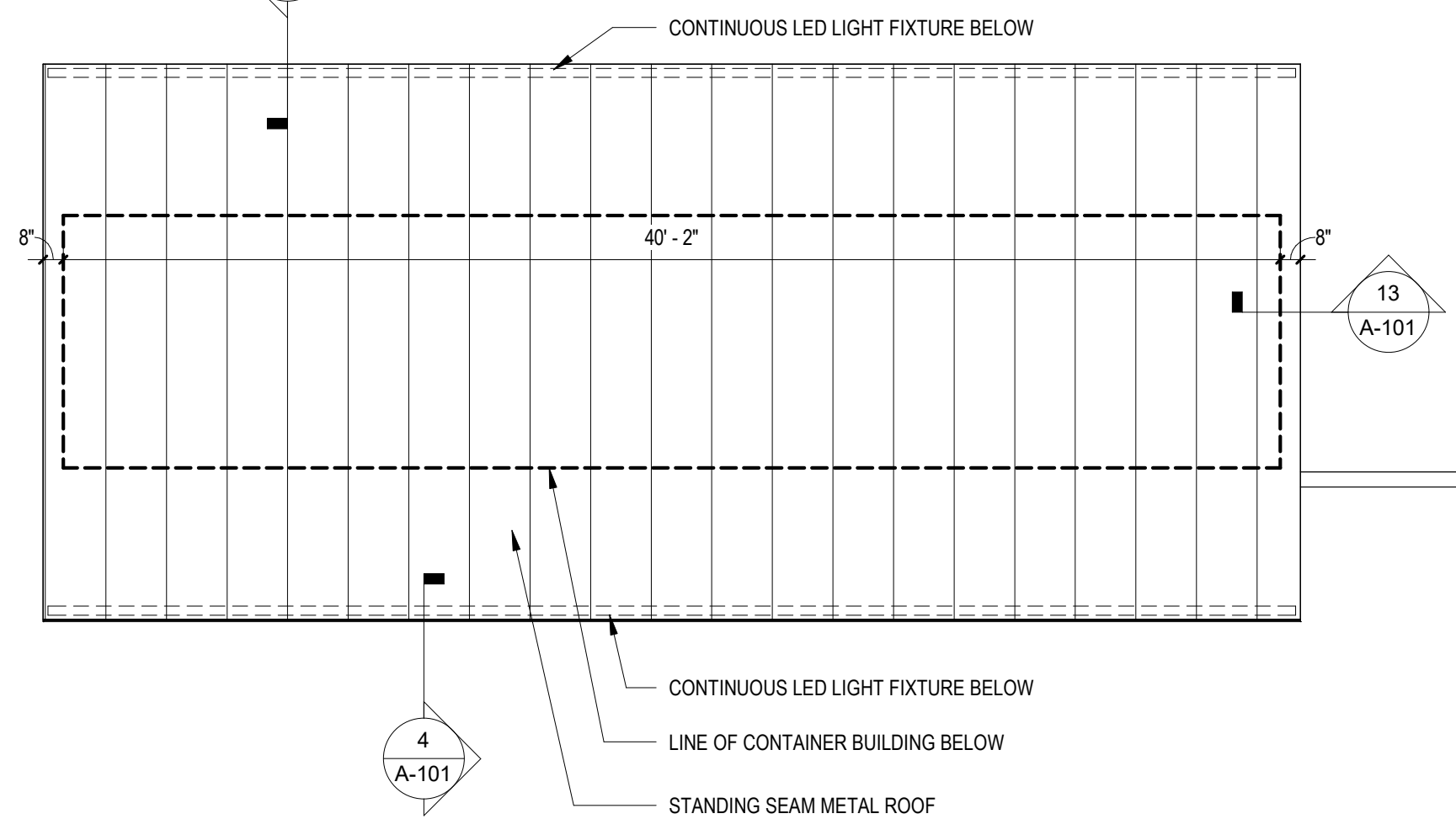
5 CONTAINER BUILDING - SOUTHWEST ELEVATION
1/8" = 1'-0" A-101



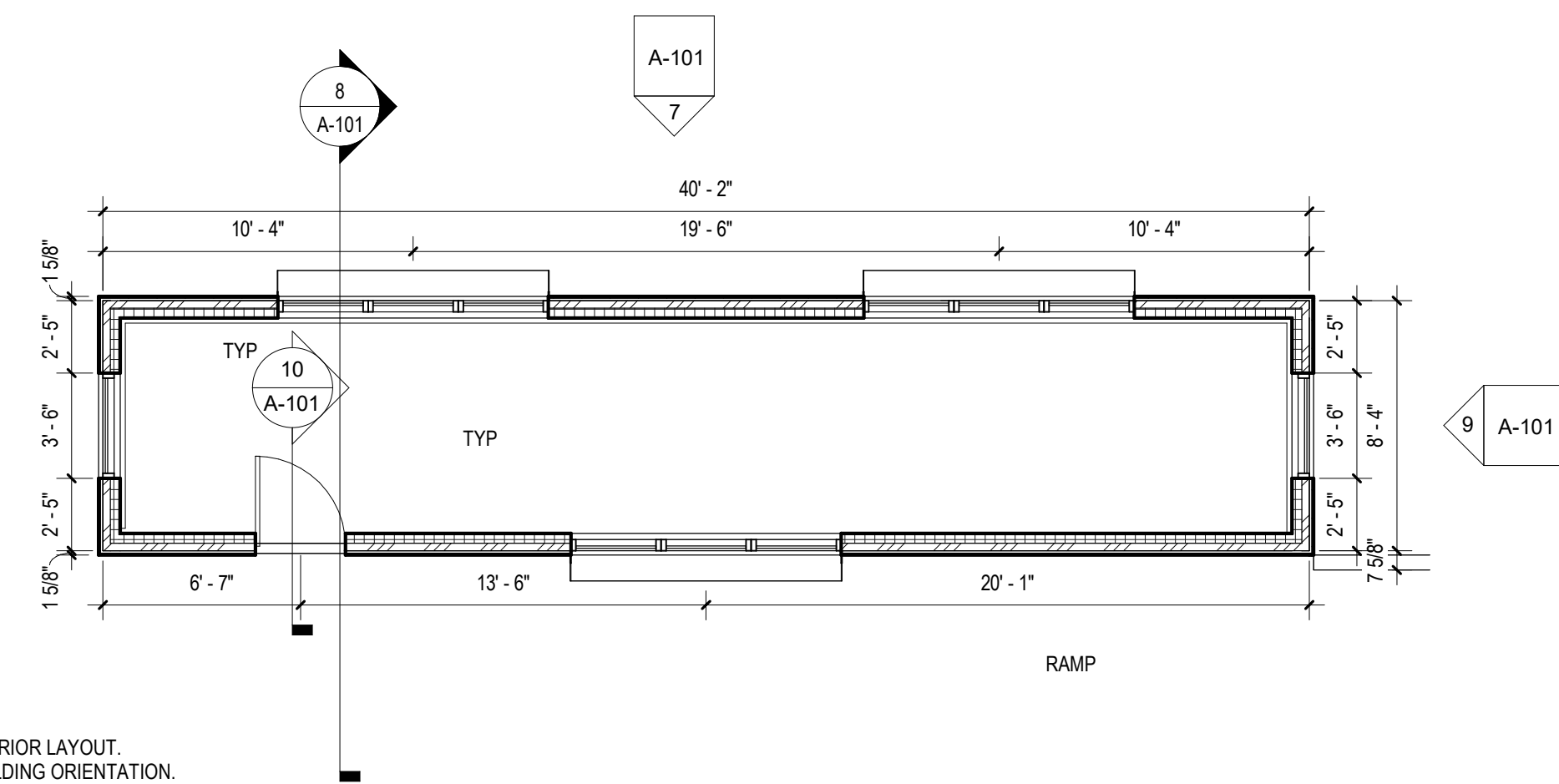
4 ROOF EDGE - EAVE
3" = 1'-0" A-101



3 ROOF EDGE - PEAK
3" = 1'-0" A-101



2 ROOF PLAN - CONTAINER BUILDING
3/16" = 1'-0" A-101



1 FLOOR PLAN - CONTAINER BUILDING
3/16" = 1'-0" A-101

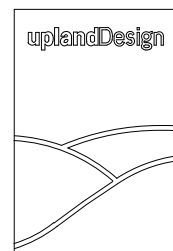
NOTE:
1. REFER TO CONTAINER BUILDING PLANS FOR INTERIOR LAYOUT.
2. REFER TO CIVIL AND LANDSCAPE PLANS FOR BUILDING ORIENTATION.



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
Mike Rylko
Community Park
Spray 'N Play
Renovation

PROJECT TEAM



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REVISIONS

NO.	DESCRIPTION	DATE

ISSUED FOR BID

23SEP2024

PROJECT NUMBER

1055B

SHEET TITLE

CONTAINER BUILDING
PLAN AND SECTIONS

SHEET NUMBER

A-101

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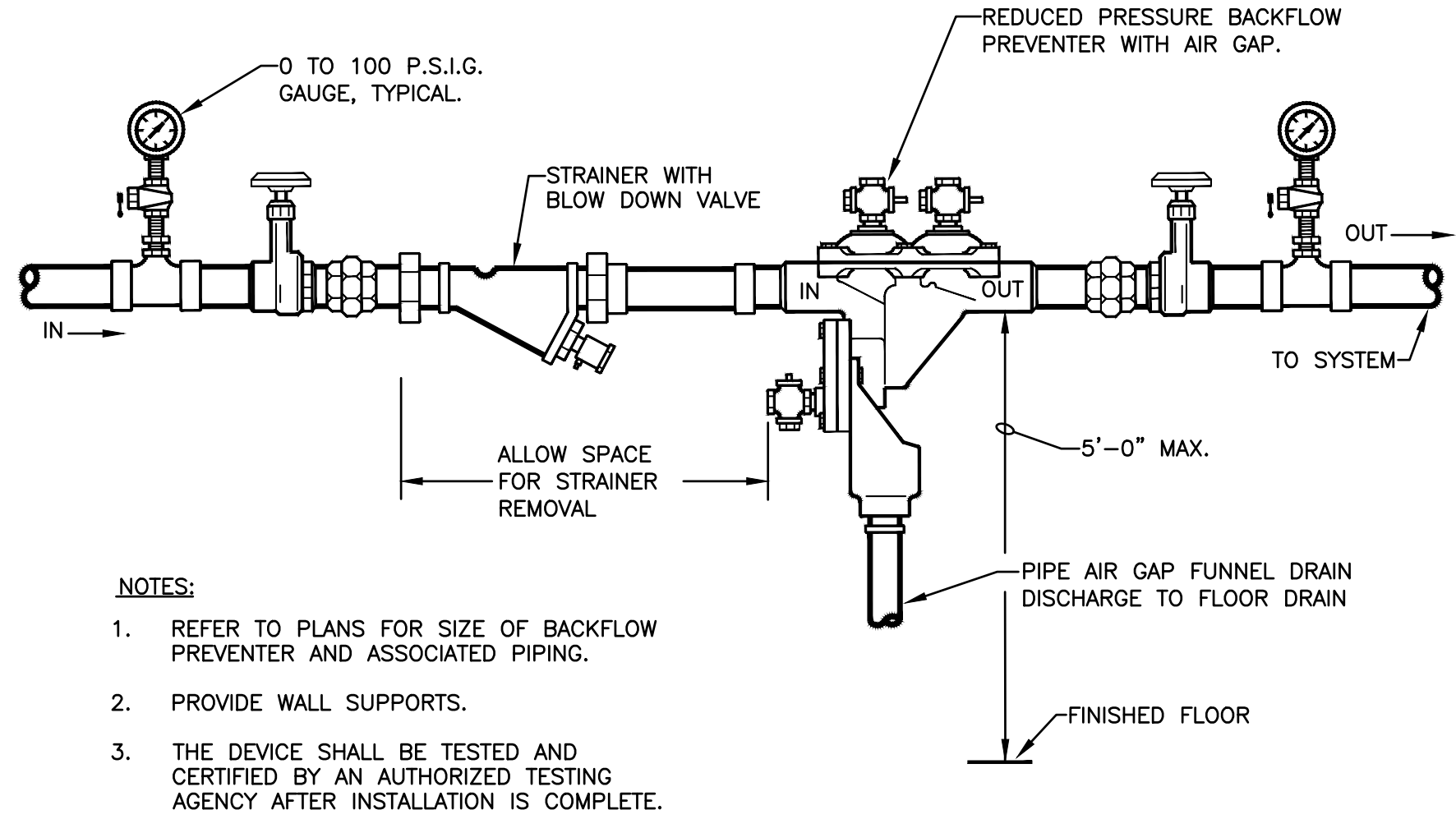
PLUMBING NOTES

GENERAL

- THESE GENERAL NOTES APPLY TO ALL WORK IN THIS PROJECT.
- REFER TO PLANS AND SPECIFICATIONS FOR ADDITIONAL GENERAL NOTES WHICH WILL ALL APPLY HERE.
- DO NOT SCALE DRAWINGS, USE FIELD MEASUREMENTS.
- NOTES ON DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
- PROVIDE PIPE SLEEVES AT ALL WALL PENETRATIONS. SLEEVES SHALL BE SCHEDULE 40 STEEL PIPING WHICH SHALL EXTEND 1" PAST WALL ON BOTH SIDES OF WALL. PIPE INSULATION SHALL BE CONTINUOUS THROUGH WALL PENETRATION. FURNISH AND INSTALL FIRE SAFING BETWEEN SLEEVE AND PIPE INSULATION.
- FURNISH AND INSTALL FIRE SAFING AT ALL WALL PENETRATIONS. RATING OF MATERIAL SHALL MEET OR EXCEED WALL FIRE RATING.
- PAINT ALL NEW EXPOSED PIPING AND ASSOCIATED COMPONENTS INSTALLED IN FINISHED AREAS COLOR AS SELECTED BY THE ARCHITECT.
- THE DRAWINGS AND DETAILS SHALL BE TAKEN AS A DIAGRAMMATIC MEANS OF INSTALLING PIPING AND DUCTWORK. THEY ARE NOT INTENDED TO SHOW EVERY FITTING AND OFFSET, NOR EVERY STRUCTURAL, ELECTRICAL, PIPING, OR DUCTWORK DIFFICULTY THAT MAY BE ENCOUNTERED DURING THE INSTALLATION OF THIS WORK.
- CONSULT STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. THE PLANS SHOW THE GENERAL ARRANGEMENT OF ALL PIPING, CONDUIT, AND EQUIPMENT. EXAMINE THE DRAWINGS AND SPECIFICATIONS CAREFULLY AND NOTIFY THE ARCHITECT BY LETTER OF ANY DISCREPANCIES SO THE SAME CAN BE RECTIFIED AT THE EARLIEST POSSIBLE DATE. THE CONTRACTOR SHALL FOLLOW THE PLUMBING PLANS AS CLOSELY AS POSSIBLE FOR THE INSTALLATION OF PIPING AND EQUIPMENT.
- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL ARCHITECTURAL, STRUCTURAL, ELECTRICAL, AND MECHANICAL FEATURES OF THE BUILDING.
- SHOULD CONDITIONS NECESSITATE ANY REARRANGEMENT OF PIPING OR DUCTWORK, OR IF SAME CAN BE RUN TO BETTER ADVANTAGE, THE CONTRACTOR SHALL PREPARE AND SUBMIT DRAWINGS SHOWING THE CHANGES BEFORE PROCEEDING WITH THE WORK. IF SUCH CHANGES ARE APPROVED, THEY SHALL BECOME PART OF THE CONTRACT AFTER THEIR APPROVAL.
- THE DRAWINGS ARE DIMENSIONED FOR SPECIFIED EQUIPMENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ANY MODIFICATIONS TO DUCTWORK, PIPING, ELECTRICAL WIRING, LIGHTING, OUTLETS OR ANY ARCHITECTURAL FEATURES SUCH AS CEILINGS, DOORWAYS, ETC. REQUIRED TO INSTALL ANY EQUIPMENT APPROVED AS EQUAL BY THE ARCHITECT OR ENGINEER.
- INSTALL ISOLATION VALVES ON EACH SUPPLY BRANCH LINE. PROVIDE CIRCUIT SETTER (BALANCED TO 0.3 GPM MINIMUM), CHECK VALVE AND BALL VALVE IN ALL HOT WATER RETURN BRANCH LINES. VALVING SHALL BE PROVIDED WHETHER OR NOT VALVES ARE INDICATED ON THE DRAWINGS.
- ALL DOMESTIC PIPING SHALL BE INSULATED. CW PIPING SHALL BE INSULATED WITH 1" THICK INSULATION. PROVIDE SOLVENT WELDED PVC JACKETING OVER INSULATION FOR ALL PIPING EXPOSED IN FINISHED SPACES. COLOR OF PVC JACKETING SHALL BE SELECTED BY THE ARCHITECT. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL ISOLATION VALVES TO BE SAME SIZE AS INSTALLED LINE. ISOLATION VALVES THAT ARE 3" AND SMALLER SHALL BE BALL VALVE TYPE AND ALL VALVES 4" AND LARGER SHALL BE GATE VALVES, UNLESS NOTED OTHERWISE ON PLANS. ALL BALL VALVES SHALL BE FULL PORT TYPE. ALL VALVING AND DEVICES INSTALLED IN THE DOMESTIC WATER SYSTEM SHALL BE OF LEAD FREE CONSTRUCTION.
- ALL SUSPENDED DOMESTIC SUPPLY PIPING SHALL BE TYPE "L" COPPER PIPING WITH SOLDERED JOINTS UNLESS NOTED OTHERWISE. ALL UNDERGROUND DOMESTIC SUPPLY PIPING SHALL BE SEAMLESS TYPE "K" COPPER AND SHALL EXTEND 12" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE. ALL MATERIALS SHALL BE LEAD FREE. ALL DOMESTIC WATER PIPING INSTALLED NEW OR AS PART OF A MODIFIED SYSTEM SHALL BE FLUSHED AND CHLORINATED. SYSTEMS SHALL BE TESTED IN ACCORDANCE WITH ILLINOIS PLUMBING CODE AT 1.5 TIMES SYSTEM OPERATING PRESSURE (MINIMUM OF 100 PSIG).
- PROVIDE DIELECTRIC UNIONS OR NIPPLES BETWEEN ALL DISSIMILAR MATERIALS. ALL FITTINGS SHALL BE RATED BY THE MANUFACTURER FOR USE AS A DIELECTRIC FITTING IN POTABLE WATER SYSTEMS.
- ALL BACKFLOW PREVENTERS SHALL BE TESTED AND CERTIFIED BY AN AUTHORIZED TESTING AGENCY AFTER INSTALLATION IS COMPLETE. ALL BACKFLOW PREVENTERS REQUIRING CERTIFICATION SHALL BE INSTALLED NOT GREATER THAN 5'-0" A.F.F. TO CENTERLINE OF DEVICE.
- ALL MATERIALS, PIPING, FITTINGS APPLIANCES, APPURTENANCES, FAUCETS, FIXTURE FITTINGS, FIXTURES AND DEVICES USED SHALL BE IN COMPLIANCE WITH ALL ILLINOIS PLUMBING CODE REQUIREMENTS.
- PROVIDE 'LEAD-FREE' ASSE 1010 LISTED & LABELED WATER HAMMER ARRESTERS IN ALL DOMESTIC COLD WATER AND HOT WATER PIPING TO FIXTURES TO ABSORB PRESSURE SURGES. ARRESTERS SHALL BE SIZED, LOCATED AND INSTALLED PER ALL MANUFACTURER RECOMMENDATIONS AND REQUIREMENTS. BUILDINGS WITH STATIC PRESSURES GREATER THAN 60 PSIG SHALL UTILIZE ARRESTERS ONE (1) SIZE LARGER THAN STANDARD SIZING PER RESPECTIVE MANUFACTURER REQUIREMENTS. AIR CHAMBERS SHALL NOT BE UTILIZED.

PLUMBING SYMBOLS

SYMBOL	DESCRIPTION
-----VENT-----	PLUMBING VENT LINE
-----CW-----	COLD WATER LINE
-----HW-----	HOT WATER LINE
-----HWR-----	HOT WATER RETURN LINE
-----	REDUCED PRESSURE ZONE BACKFLOW PREVENTER
-----	BALL VALVE
-----	CONNECT TO EXISTING

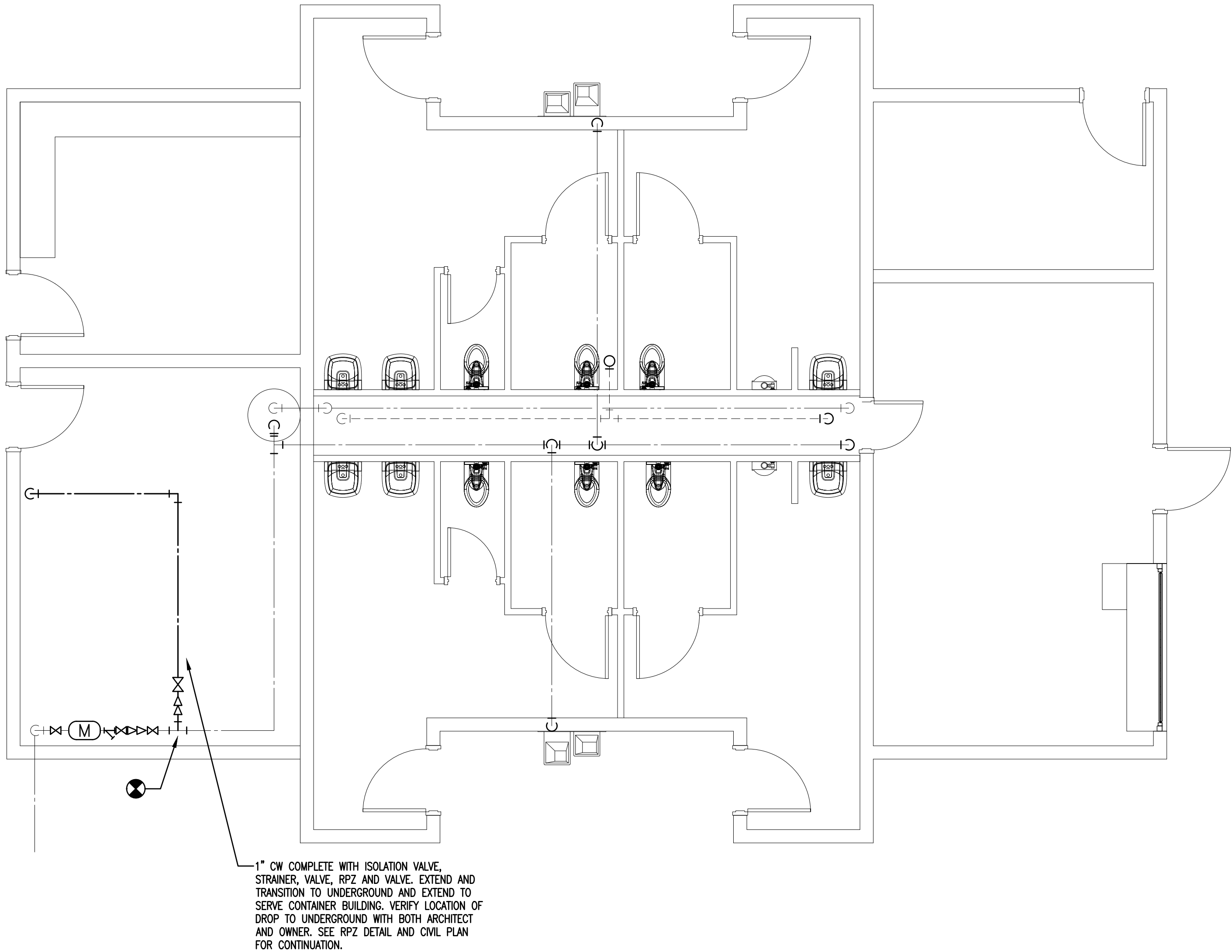


NOTES:

- REFER TO PLANS FOR SIZE OF BACKFLOW PREVENTER AND ASSOCIATED PIPING.
- PROVIDE WALL SUPPORTS.
- THE DEVICE SHALL BE TESTED AND CERTIFIED BY AN AUTHORIZED TESTING AGENCY AFTER INSTALLATION IS COMPLETE.

REDUCED PRESSURE BACKFLOW PREVENTER DETAIL

NOT TO SCALE



1 SUSPENDED PLUMBING FLOOR PLAN - BATHHOUSE
1/4" = 1'-0"

5115 BELMONT ROAD
DOWNERS GROVE, IL. 60515

www.amscoengineering.com

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Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



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REVISIONS

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PROJECT NUMBER

1055B

SHEET TITLE

Plumbing
Floor Plans -
Bathhouse

SHEET NUMBER

P1.0



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
Mike Rylko
Community Park
Spray N' Play
Renovation

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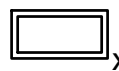
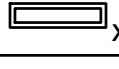
Electrical
Symbols

SHEET NUMBER

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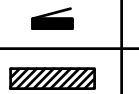
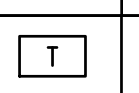
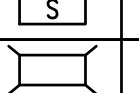
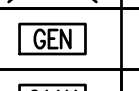
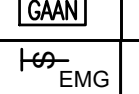
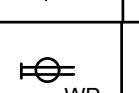
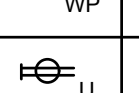
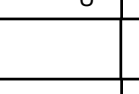
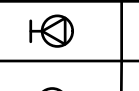
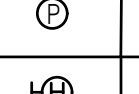
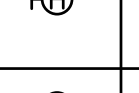
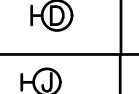
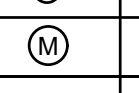
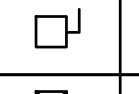
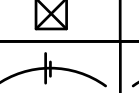
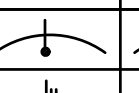
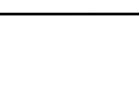
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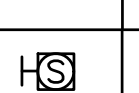
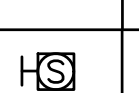
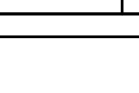
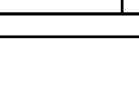
GENERAL ELECTRICAL						
SYMBOL			DESCRIPTION			
FLOOR	WALL	CEILING				
E	E	E	ADJACENT TO DEVICE OR EQUIPMENT DENOTES EXISTING TO REMAIN.			
ER	ER	ER	ADJACENT TO DEVICE OR EQUIPMENT DENOTES EXISTING TO BE REPLACED WITH NEW.			
N	N	N	ADJACENT TO DEVICE OR EQUIPMENT DENOTES NEW. WIRE SAME AS SHOWN ON PLAN.			
R	R	R	ADJACENT TO DEVICE OR EQUIPMENT DENOTES EXISTING TO BE REMOVED COMPLETE WITH DEVICE, WIRE AND CONDUIT. WHERE OUTLET REMAINS IN EXISTING WALL PROVIDE SUITABLE BLANK COVER. PROVIDE FOR WIRING CONTINUITY.			
RR	RR	RR	ADJACENT TO DEVICE OR EQUIPMENT DENOTES EXISTING TO BE REMOVED AND RELOCATED. EXTEND OR ADD WIRING AS SHOWN ON PLAN.			
	WP	WP	ADJACENT TO DEVICE OR EQUIPMENT DENOTES WEATHERPROOF TYPE. SEE SPECIFICATIONS.			
	WG	WG	ADJACENT TO DEVICE OR EQUIPMENT DENOTES PROVIDE HEAVY-DUTY WIREGUARD.			

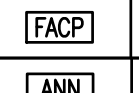
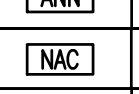
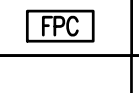
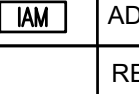
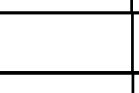
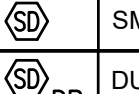
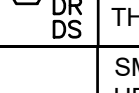
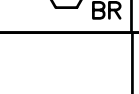
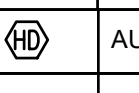
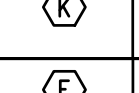
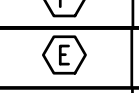
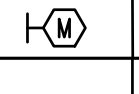
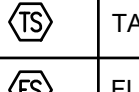
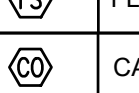
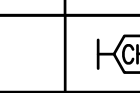
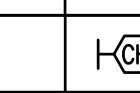
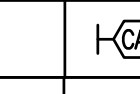
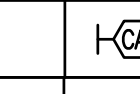
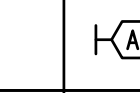
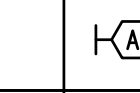
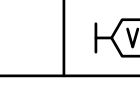
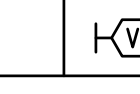
LIGHTING				
SYMBOL			DESCRIPTION	
FLOOR	WALL	CEILING		
NL	NL	NL	ADJACENT TO DEVICE OR EQUIPMENT DENOTES NIGHT LIGHT.	
EM	EM	EM	ADJACENT TO DEVICE OR EQUIPMENT DENOTES EMERGENCY.	
			2' X 4' CEILING MOUNTED LED LIGHT FIXTURE; REFER TO LIGHTING FIXTURE SCHEDULE.	
			1' X 4' CEILING MOUNTED LED LIGHT FIXTURE; REFER TO LIGHTING FIXTURE SCHEDULE.	
			2' X 2' CEILING MOUNTED LED LIGHT FIXTURE; REFER TO LIGHTING FIXTURE SCHEDULE.	
		X	WALL-MOUNTED LED LIGHT FIXTURE; REFER TO LIGHTING FIXTURE SCHEDULE.	
		X	RECESSED CAN LED LIGHT FIXTURE; REFER TO LIGHTING FIXTURE SCHEDULE.	
			CEILING OR WALL-MOUNTED, SELF-CONTAINED EMERGENCY LIGHT UNIT; FIXTURE SHALL MONITOR LIGHTING CIRCUIT IN AREA. REFER TO LIGHTING FIXTURE SCHEDULE.	
			SINGLE-FACED CEILING OR WALL-MOUNTED EXIT SIGN WITH EMERGENCY POWER BACK UP AND DIRECTIONAL ARROWS AS INDICATED ON PLANS. REFER TO LIGHTING FIXTURE SCHEDULE.	
			DOUBLE-FACED CEILING OR WALL-MOUNTED EXIT SIGN WITH EMERGENCY POWER BACK UP AND DIRECTIONAL ARROWS AS INDICATED ON PLANS. REFER TO LIGHTING FIXTURE SCHEDULE.	

(LIGHTING CONTROL/DEVICES)	
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SYMBOL			DESCRIPTION	
FLOOR	WALL	CEILING		
			SINGLE POLE-TOGGLE SWITCH +4'-0"	
		D	0-10V DIMMER SWITCH +4'-0".	
		K	KEY-OPERATED SINGLE-POLE TOGGLE SWITCH.	
		3W	3-WAY TOGGLE SWITCH +4'-0"	
		T	WALL BOX ELECTRONIC TIMER SWITCH. PROVIDE DECORA STYLE COVERPLATE. COORDINATE INTERVAL SETTINGS WITH OWNER. PROVIDE NEUTRAL CONDUCTOR.	
			SINGLE POLE TOGGLE SWITCH AND DUPLEX CONVENIENCE OUTLET UNDER ONE COVERPLATE.	
		X	LOW VOLTAGE WALL SWITCH (X INDICATES NUMBER OF BUTTONS). REFER TO DETAILS FOR ADDITIONAL REQUIREMENTS.	
		TS	LOW VOLTAGE TOUCH SCREEN INTERFACE FOR LIGHTING CONTROL. REFER TO DETAILS, DIAGRAMS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.	
		RS	LIGHTING CONTROL LOW-VOLTAGE REMOTE CONTROL SWITCH.	
		MS1	OCCUPANCY/VACANCY SENSOR FOR LIGHTING CONTROL: MS1 = ONE-WAY CEILING MOUNTED MULTI-TECH (COMBINATION INFRARED AND ULTRASONIC) SENSOR. MS2 = TWO-WAY CEILING MOUNTED MULTI-TECH SENSOR (UP TO 1000 SQ.FT.). MS3 = TWO-WAY CEILING MOUNTED MULTI-TECH SENSOR (UP TO 2000 SQ.FT.). MS4 = TWO-WAY CEILING MOUNTED ULTRASONIC SENSOR (UP TO 1000 SQ.FT.). MS5 = WALL/CORNER MOUNTED MULTI-TECH SENSOR (115") (UP TO 1200 SQ.FT.). MS6 = WALL SWITCH TYPE WITH OCCUPANCY SENSOR (UP TO 400 SQ.FT.). MS7 = WALL SWITCH TYPE OCCUPANCY SENSOR - DIMMING. MS8 = HIGH-BAY TYPE MOUNTED TO BOTTOM OF STRUCTURE WITH WIREGUARD WHERE NOTED. REFER TO SPECIFICATIONS AND LIGHTING CONTROL DETAILS, DIAGRAMS.	
		MS2		
		MS3		
		MS4		
		MS5		
		MS6		
		MS7		
		MS8	REFER TO INSTRUCTIONS AND VERIFY OBSTRUCTIONS IN FIELD PRIOR TO CONSTRUCTION. WALL MOUNTED "MS5" SHALL BE MOUNTED APPROXIMATELY 7'-0" A.F.F.	
		P	DAYLIGHT PHOTOCELL.	
		R	SENSOR RELAY. REFER TO OCCUPANCY SENSOR DETAILS & DIAGRAMS FOR ADDITIONAL INFORMATION.	
		PP	POWER PACK.	

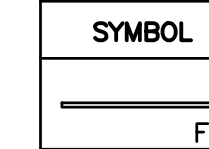
POWER						
SYMBOL			DESCRIPTION			
FLOOR	WALL	CEILING				
G	G	G	ADJACENT TO DEVICE OR EQUIPMENT DENOTES GFCI TYPE RECEPTACLES.			
H	H	H	ADJACENT TO DEVICE OR EQUIPMENT DENOTES ABOVE OR BELOW COUNTER, VERIFY HEIGHT.			
			BRANCH PANELBOARD.			
			DISTRIBUTION PANELBOARD.			
			DRY TYPE TRANSFORMER, REFER TO TRANSFORMER SCHEDULE. FLOOR MOUNTED UNLESS OTHERWISE INDICATED. "W" INDICATES WALL-MOUNTED, "S" INDICATES SUSPENDED.			
			ELECTRICAL UTILITY TRANSFORMER - PAD MOUNT.			
			ELECTRICAL UTILITY SECTIONALIZER.			
			ELECTRICAL UTILITY SPLICE BOX.			
			ELECTRICAL POWER GENERATOR.			
			GENERATOR ANNUNCIATOR PANEL +4'-0".			
			GENERATOR EMERGENCY SHUT OFF SWITCH.			
			AUTOMATIC TRANSFER SWITCH. (A.T.S.)			
			DUPLEX CONVENIENCE OUTLET +18".			
			TWO DUPLEX CONVENIENCE OUTLETS MOUNTED UNDER ONE COVERPLATE. "C" DENOTES GRAY, COMPUTER DISTRIBUTION.			
			GROUND FAULT CIRCUIT INTERRUPTER DUPLEX CONVENIENCE OUTLET WITH WEATHERPROOF OUTLET BOX & COVER (LOCKABLE CAST, WHILE-IN-USE). FOR OUTDOOR USED, PROVIDE WEATHERPROOF COVER, TAYMAC NEMA 3R ALUMINUM WITH LOCKABLE COVER.			
			DUPLEX CONVENIENCE OUTLET WITH (2) USB TYPE 2.0 PORTS. USB TAMPER-RESISTANT RECEPTACLE +18".			
			DUPLEX CONVENIENCE OUTLET, CEILING MOUNTED.			
			CORD REEL WITH 25FT. CORD, BALL STOP, AND DOUBLE SIDED BOX WITH (1) DUPLEX 20A. RECEPTACLES. PROVIDE BACKING SUPPORT TO BUILDING STRUCTURE. COORDINATE MOUNTING HEIGHT WITH ARCHITECTURAL DRAWINGS.			
			SPECIAL PURPOSE OUTLET FOR SERVICE AS NOTED ON THE DRAWINGS.			
			PROVIDE A SINGLE RECEPTACLE WITHIN MECHANICAL UNIT FOR CONDENSATE PUMP. CONNECT TO LINE SIDE OF MECHANICAL UNIT DISCONNECT SWITCH.			
			XLERATOR #XL-SB WITH HEPA FILTER. ELECTRIC HAND DRYER INCLUDING ALL ROUGH-IN REQUIREMENTS. 120V-1Ø PER UNIT. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT UNIT, LOCATIONS, AND MOUNTING HEIGHT.			
			ELECTRIC HAIR DRYER INCLUDING ALL ROUGH-IN REQUIREMENTS. 120V-1Ø PER UNIT. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT UNIT, LOCATIONS, AND MOUNTING HEIGHT.			
			JUNCTION BOX - SIZE AS REQUIRED - MINIMUM OF 4" SQUARE.			
			MOTOR OUTLET, HORSEPOWER AS NOTED.			
			DISCONNECT SWITCH - HORSEPOWER RATED, FUSED OR UNFUSED, AS REQUIRED OR NOTED. WP DENOTES WEATHERPROOF TYPE.			
			MAGNETIC COMBINATION MOTOR STARTER AND DISCONNECT SWITCH.			
			CONCEALED CONDUIT AND WIRE RUN.			
			ISOLATED GROUND WIRE.			
			CONCEALED CONDUIT AND WIRE RUN. 2#12 UNLESS NOTED. SYMBOL DENOTES 3#12.			
			MANUAL MOTOR STARTER WITH THERMAL OVERLOAD ELEMENT.			

STRUCTURED CABLING						
SYMBOL			DESCRIPTION			
FLOOR	WALL	CEILING				
			DATA DROP IN SURFACE RACEWAY, +18" UNLESS NOTED.			
			DATA DROP IN RECESSED BOX FOR ELECTRICAL SYSTEMS WITH 1" CONDUIT RUN UP WALL AND TURNED OUT ABOVE SUSPENDED CEILING. +18" UNLESS NOTED.			
			VOICE DROP (VOICE OVER I.P.) IN SURFACE RACEWAY, +18" UNLESS NOTED.			
			VOICE DROP (VOICE OVER I.P.) IN RECESSED BOX FOR ELECTRICAL SYSTEMS WITH 1" CONDUIT RUN UP WALL AND TURNED OUT ABOVE SUSPENDED CEILING. +18" UNLESS NOTED.			
			WALL VOICE OUTLET (VOICE OVER I.P.) AT +42" AFF WITH 1" CONDUIT RUN UP WALL AND TURNED OUT ABOVE SUSPENDED CEILING. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.			
			WIRELESS ACCESS POINT. SURFACE MOUNT BOX AT +12" ABOVE ACCESSIBLE CEILING (OR 6" BELOW CEILING JOISTS) AND PROVIDE 20' OF SLACK CABLE COILED, TIE-WRAPPED AND SUPPORTED FROM BUILDING STRUCTURE. REFER TO DETAIL(S) AND TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.			
			CLASSROOM AUDIO SPEAKERS CONNECTED TO AMPLIFIER. REFER TO TYPICAL CLASSROOM AUDIO DETAIL. REFER TO STRUCTURED CABLING SPECIFICATIONS.			

FIRE ALARM				
SYMBOL			DESCRIPTION	
FLOOR	WALL	CEILING		
			FIRE ALARM/MASS NOTIFICATION CONTROL PANEL +4'-0".	
			ANNUNCIATOR, +4'-0".	
			NOTIFICATION APPLIANCE CIRCUIT POWER SUPPLY.	
			FIRE PUMP CONTROLLER.	
			ADDRESSABLE MODULE.	
			REMOTE TEST STATION FOR DUCT SMOKE DETECTORS. SEE DETAIL.	
			SMOKE DETECTOR CONNECTED TO BUILDING SYSTEM.	
			DUCT DETECTOR LOCATED IN THE MAIN DUCTS ON THE DOWNSTREAM SIDE OF THE FILTERS. "DR" DENOTES RETURN DUCT. "DS" DENOTES SUPPLY DUCT.	
			SMOKE DETECTOR, BEAM-TYPE. BT = TRANSMIT, BR = RECEIVE. VERIFY EXACT MOUNTING HEIGHT IN FIELD TO AVOID OBSTRUCTIONS FROM CEILING.	
			AUTOMATIC HEAT DETECTOR, RATE-OF-RISE. "FT" DENOTES FIXED TEMP.	
			MANUAL PULL STATION, +4'-0".	
			KNOX BOX. FIRE DEPARTMENT LOCKED KEY BOX (KNOX BOX). PROVIDE FLUSH BACKBOX +4'-0" ABOVE GRADE, WITH CONDUIT AND WIRING TO FIRE ALARM SYSTEM. COORDINATE REQUIREMENTS WITH AHJ. REFER TO SPECIFICATIONS.	
			FAN SHUT DOWN RELAY.	
			ELEVATOR CONTROLLER, INTERFACES WITH RECALL SYSTEM PER DETAIL.	
			DOOR MAGNETIC HOLD-OPEN.	
			TAMPER SWITCH.	
			FLOW SWITCH.	
			CARBON MONOXIDE DETECTOR CONNECTED TO BUILDING SYSTEM. SEE SPECIFICATIONS.	
			CARBON MONOXIDE DETECTOR - HARSH ENVIRONMENT. CONNECTED TO BUILDING SYSTEM. SEE SPECIFICATIONS.	
			CARBON MONOXIDE AUDIO/VISUAL WITH BLUE LENS. PROVIDE PERMANENT LABEL TO READ "CARBON MONOXIDE ALARM".	
			AUDIO/VISUAL ALARM - 6" BELOW CEILING OR MAXIMUM +80" ABOVE FINISHED FLOOR, WHICHEVER IS LOWER. ROOMS WITH MORE THAN ONE STROBE VISIBLE SHALL BE SYNCHRONIZED.	
			VISUAL ALARM - 6" BELOW CEILING OR MAXIMUM +80" ABOVE FINISHED FLOOR, WHICHEVER IS LOWER. ROOMS WITH MORE THAN ONE STROBE VISIBLE SHALL BE SYNCHRONIZED.	

LIGHTING FIXTURE SCHEDULE NOTES	
1.	ALL LIGHTING FIXTURES SHALL BE RATED FOR BUILDING SYSTEM VOLTAGE (277V OR 120V). CONTRACTOR MUST VERIFY ALL LOCATIONS.
2.	UNLESS INDICATED OTHERWISE, ALL FIXTURES WITH LED LAMPS SHALL BE 3500°K COLOR TEMPERATURE, A MINIMUM 80 CRI, AND LUMEN OUTPUT/MAINTENANCE AS SPECIFIED.
3.	ELECTRICAL CONTRACTOR SHALL CHECK AND COORDINATE ALL LIGHTING FIXTURE CATALOG NUMBERS WITH THE INTENT OF FIXTURE DESCRIPTIONS, LISTED ACCESSORIES AND TYPE OF INSTALLATION.
4.	ELECTRICAL CONTRACTOR SHALL PROVIDE EACH LIGHTING FIXTURE COMPLETE WITH ALL NECESSARY HARDWARE, CONNECTORS, SUPPORTS, PLASTER FRAMES AND ALL OTHER INSTALLATION AND HANGING HARDWARE AS REQUIRED FOR A COMPLETE AND FINISHED INSTALLATION AT EACH FIXTURE LOCATION. PROVIDE CONTINUOUS ROW CONNECTORS/BANDS BETWEEN EACH FIXTURE WHERE INSTALLED IN CONTINUOUS ROW. VERIFY FIXTURE COLOR AND LENGTH WITH ARCHITECT.
5.	ALL FIXTURES SHALL BE "U.L." LABELED. ALL LIGHTING FIXTURES EXPOSED TO WEATHER OR MOISTURE SHALL BEAR U.L. "WET LOCATION" LABEL, AND LIGHTING FIXTURES EXPOSED TO DAMPNESS SHALL BEAR U.L. "DAMP LOCATION" LABEL.
6.	ALL EXIT/DIRECTIONAL SIGNS SHALL BE INSTALLED COMPLETE WITH ALL INSTALLATION AND HANGING ACCESSORIES TO PROVIDE AN UNOBSTRUCTED VIEW OF EACH SIGN FACE AS REQUIRED. MOUNT SIGNS AT MAXIMUM +8'-0" IN HIGH CEILING AREA. SIGNS WILL BE ADJUSTED AS NECESSARY WITHOUT ADDITIONAL COST.
7.	SIGNS TO READ "EXIT". SIGNS WILL BE SINGLE OR DOUBLE FACE WITH OR WITHOUT DIRECTIONAL ARROWS, ALL AS SHOWN ON PLANS. SIGNS IN GENERAL WILL BE CEILING MOUNTED, LOCATED AND ADJUSTED FOR BEST VIEW. ALL EXIT SIGNS IN HIGH CEILING AREAS TO BE MOUNTED ON WALL AT MAXIMUM OF +8'-0" ABOVE FLOOR. NO PENDANTS WILL BE USED. SHADED PORTION DENOTES ILLUMINATION FACE.
8.	REFER TO APPLICABLE SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR LIGHTING FIXTURES.
9.	VERIFY ALL LIGHTING FIXTURE LOCATIONS, FINISHES, VOLTAGE AND CEILING TYPES WITH ARCHITECT PRIOR TO INSTALLING.
10.	ALL EXIT SIGNS MUST BE APPROVED BY LOCAL CODE.
11.	ALL PENDANT MOUNTED LIGHT FIXTURES SHALL BE SUSPENDED FROM STRUCTURE ABOVE. COORDINATE MOUNTING HEIGHT WITH ARCHITECT IN FIELD.
12.	BASE BID - IF POSSIBLE, ALL LIGHT FIXTURES SHALL HAVE DIGITAL NETWORK nLIGHT ENABLED. PROVIDE POWER PACKS AS REQUIRED. ALTERNATE BID - IF POSSIBLE, ALL LIGHT FIXTURES SHALL HAVE DIGITAL NETWORK NX ENABLED. PROVIDE POWER PACKS AS REQUIRED.

LIGHTING FIXTURE SCHEDULE NOTES	
1.	ALL LIGHTING FIXTURES SHALL BE RATED FOR BUILDING SYSTEM VOLTAGE. CONTRACTOR MUST VERIFY ALL LOCATIONS.
2.	FLUORESCENT LAMPS SHALL HAVE A 4000K COLOR AND 80 COLOR RENDERING INDEX.
3.	ELECTRICAL CONTRACTOR SHALL CHECK AND COORDINATE ALL LIGHTING FIXTURE CATALOG NUMBERS WITH THE INTENT OF FIXTURE DESCRIPTIONS, LISTED ACCESSORIES AND TYPE OF INSTALLATION. VERIFY ALL LIGHTING FIXTURE LOCATIONS, FINISHES, COLOR, VOLTAGE AND CEILING TYPES WITH ARCHITECT PRIOR TO INSTALLING.
4.	ELECTRICAL CONTRACTOR SHALL PROVIDE EACH LIGHTING FIXTURE COMPLETE WITH PLASTER FRAMES AND ALL OTHER INSTALLATION AND HANGING HARDWARE AS REQUIRED FOR A COMPLETE AND FINISHED INSTALLATION AT EACH FIXTURE LOCATION.
5.	ALL FIXTURES SHALL BE "U.L." LABELED. ALL LIGHTING FIXTURES EXPOSED TO WEATHER OR MOISTURE SHALL BEAR U.L. "WET LOCATION" LABEL, AND LIGHTING FIXTURES EXPOSED TO DAMPNESS SHALL BEAR U.L. "DAMP LOCATION" LABEL.
6.	REFER TO APPLICABLE SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR LIGHTING FIXTURES.
7.	ALL EXIT/DIRECTIONAL SIGNS SHALL BE INSTALLED COMPLETE WITH ALL INSTALLATION AND HANGING ACCESSORIES TO PROVIDE AN UNOBSTRUCTED VIEW OF EACH SIGN FACE AS REQUIRED. SIGNS IN GENERAL WILL BE CEILING MOUNTED, LOCATED AND ADJUSTED FOR BEST VIEW. MOUNT SIGNS ON WALL AT MAXIMUM +8'-0" IN HIGH CEILING AREAS (NO PENDANTS WILL BE USED). SIGNS SHALL BE ADJUSTED AS NECESSARY WITHOUT ADDITIONAL COST.
8.	SIGNS TO READ "EXIT". SIGNS WILL BE SINGLE OR DOUBLE FACE WITH OR WITHOUT DIRECTIONAL ARROWS, ALL AS SHOWN ON PLANS. SIGNS IN GENERAL WILL BE CEILING MOUNTED, LOCATED AND ADJUSTED FOR BEST VIEW. ALL EXIT SIGNS IN HIGH CEILING AREAS TO BE MOUNTED ON WALL AT MAXIMUM OF +8'-0" ABOVE FLOOR. NO PENDANTS WILL BE USED. SHADED PORTION DENOTES ILLUMINATION FACE.
9.	ALL EXIT SIGNS AND BATTERY EMERGENCY UNITS MUST BE APPROVED BY LOCAL CODE.
10.	ELECTRICAL CONTRACTOR SHALL VERIFY LIGHTING FIXTURE LOCATIONS, FINISHES/COLOR, CEILING TYPES AND MOUNTING HEIGHTS OF ALL WALL AND PENDANT MOUNTED LIGHT FIXTURES WITH ARCHITECT PRIOR TO ORDERING.
11.	FIXTURES SHALL BE COMPLETE WITH ALL NECESSARY HARDWARE, CONNECTORS, SUPPORTS AND APPURTENANCES. VERIFY FIXTURE COLOR AND LENGTH WITH ARCHITECT.
12.	ELECTRICAL CONTRACTOR TO FIELD ADJUST AIMING PATTERN OF EXTERIOR LIGHTS AT NIGHT SESSION. OWNER/ARCHITECT TO DETERMINE TIME/DATE.

LIGHTING FIXTURE SCHEDULE						
SYMBOL	MANUFACTURER & CATALOG NO.	MOUNTING	WATTAGE & LAMP	SHIELDING	RECESSED DEPTH	MISCELLANEOUS
	CORONET LIGHTING #LSR WET-X'-35-HIGH-UNV-DB-W-SR-SD-NA-NA-NA. ALL NECESSARY APPURTENANCES.	RECESSED	10W/FT L.E.D. LAMPS	DIFFUSER LENS	--	X'-LENGTH TO BE VERIFY WITH ACTUAL CONTAINER BUILDING AND WITH ARCHITECT.

GENERAL NOTES:	
1.	THESE GENERAL NOTES APPLY TO ALL WORK IN THIS PROJECT.
2.	REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ADDITIONAL GENERAL NOTES WHICH WILL APPLY HERE.
3.	DO NOT SCALE DRAWINGS, USE FIELD MEASUREMENTS.
4.	NOTES ON DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
5.	THE COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE A.D.A.A.G. (AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES) AND ILLINOIS ACCESSIBILITY CODE.
6.	WHERE SEVERAL DEVICES ARE GANGED TOGETHER, THE COVERPLATE SHALL BE OF THE GANGED STYLE FOR THE NUMBER OF DEVICES USED.
7.	THE CONTRACTOR MUST VISIT THE SITE TO FAMILIARIZE HIMSELF WITH THE EXISTING SITE AND BUILDING CONDITIONS WHICH WILL BE AFFECTED DURING CONSTRUCTION PRIOR TO SUBMITTING HIS BID PROPOSAL. CONTRACTOR IS CAUTIONED THAT THE PROJECT IS A REMODELING JOB AND IT IS ASSUMED THAT HE HAS INCLUDED FUNDS IN HIS BID TO COVER UNFORESEEN ITEMS WHICH MUST BE MOVED, RELOCATED OR ADJUSTED TO FIT HIS WORK. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY MATTER OR THINGS WHICH MIGHT HAVE FULLY INFORMED HIMSELF PRIOR TO BIDDING.
8.	OWNER SHALL HAVE THE OPTION OF SELECTING ANY OR ALL OF THE ITEMS WHICH ARE DESIGNATED TO BE REMOVED BY THE CONTRACTOR AS SALVAGE FOR THE OWNER. CONTRACTOR SHALL REMOVE SUCH ITEMS WITH EXTREME CARE AND RETURN SUCH ITEMS TO THE OWNER. ANY EQUIPMENT WHICH THE OWNER DOES NOT WANT WILL BECOME THE PROPERTY OF THE CONTRACTOR AND PROMPTLY REMOVED FROM THE SITE.
9.	ALL CUTTING AND PATCHING, RELOCATION OF ANY EQUIPMENT, LIGHTING FIXTURE, CONDUIT, PIPING, ETC., NECESSARY FOR ANY WORK UNDER THIS CONTRACT WILL BE BY THE RESPECTIVE CONTRACTORS UNLESS NOTED OTHERWISE IN THE ARCHITECTURAL SECTIONS. LOWER ALL EXISTING ELECTRICAL DEVICES RESTORED TO THEIR ORIGINAL CONDITION. BEFORE ANY CUTTING, APPROVAL BY THE ARCHITECT IS NECESSARY. VERIFY ALL REQUIREMENTS IN FIELD.
10.	CONTRACTOR WILL REFER TO ARCHITECTURAL DRAWING WHICH SHOW REMOVED WALLS AND OTHER ITEMS IN REFERENCE TO REMODELING, DEMOLITION AND BUILDING ADDITIONS. ONLY MINOR DEMOLITION IS SHOWN ON ELECTRICAL DRAWINGS. REFER TO SPECIFICATIONS AND OTHER NOTES.
11.	ALL EXISTING EQUIPMENT IS TO REMAIN OPERATIONAL DURING CONSTRUCTION PERIOD. ANY TEMPORARY WIRING OR REROUTING OF CIRCUITRY TO ACHIEVE THIS IS BY ELECTRICAL CONTRACTOR. SHUTDOWN OF EXISTING SERVICES SHALL ONLY BE PERMITTED UPON WRITTEN APPROVAL FROM THE OWNER AND THEN ONLY FOR THE DATE AND DURATION AGREED UPON. INCLUDE ALL PREMIUM TIME CHARGES IN THE BASE BID.
12.	ELECTRICAL CONTRACTOR SHALL COVER WITH PROPER FINISH PLATE ALL EMPTY OUTLETS WHICH REMAIN. ANY INTERRUPTION OF CIRCUITING TO AREAS NOT BEING REMODELED SHALL BE INTERCEPTED AT A LOCATION THAT DOES NOT INTERFERE WITH NEW CONSTRUCTION. HOME RUN CIRCUITING FOR THESE INTERRUPTED CIRCUITS IS TO BE NEW WIRING. AFTER REMOVAL, ALL CONTINUITY IS TO BE CHECKED FOR ALL OUTLETS IN THE AREAS NOT BEING REMODELED TO INSURE PROPER FUNCTION.
13.	ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR FOR REMOVAL OR RELOCATION OF EXISTING ELECTRICAL EQUIPMENT (FOR EXAMPLE: LIGHTING FIXTURES, RECEPTACLES, DEVICES, CONDUIT AND WIRING) THAT WILL BE ABANDONED OR IN CONFLICT WITH NEW CONSTRUCTION. NO ADDITIONAL COST WILL BE PERMITTED. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENT OF REMODELING.
14.	EXISTING CONDUIT MAY BE REUSED WHERE POSSIBLE, PULL NEW WIRE AS REQUIRED. ALL UNUSED CONDUIT, WIRE, JUNCTION BOXES, ETC. WILL BE REMOVED. ALL JUNCTION BOXES MUST HAVE COVERS. VERIFY REQUIREMENTS IN FIELD.
15.	BOXES LOCATED ON OPPOSITE SIDES OF NON-FIRE RATED WALLS SHALL BE OFFSET A MINIMUM OF 6" HORIZONTALLY. BOXES ON OPPOSITE SIDES OF FIRE RATED WALL SHALL OFFSET A MINIMUM OF 24" HORIZONTALLY. "THRU-THE WALL" BOXES SHALL NOT BE ALLOWED WITH OUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER.
16.	ELECTRICAL CONTRACTOR SHALL VERIFY TOTAL CONNECTED LOAD/HP AND VOLTAGE WITH MECHANICAL CONTRACTOR PRIOR TO WIRING OF ALL HVAC EQUIPMENT. MAKE ANY CHANGES TO OVERCURRENT DEVICES OR FEEDER SIZE PER "2017" NATIONAL ELECTRICAL CODE.
17.	CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL DETECTORS AND/OR SPEAKERS WITH LIGHT FIXTURES, SPRINKLER HEADS, AND CEILING DIFFUSERS. CENTER ALL DEVICES IN CEILING TILE PATTERN.
18.	CONTRACTOR SHALL REMOVE AND REINSTALL ALL CEILING TILES AS REQUIRED FOR THE EXECUTION OF ELECTRICAL WORK THAT IS OUTSIDE THE CONTRACTOR LIMITS OF CONSTRUCTION. CONTRACTOR SHALL REPLACE CEILING TILES WITH IDENTICAL MATERIAL WHERE DAMAGED BY THIS CONTRACTOR.
19.	ALL EXISTING OUTLET, JUNCTION BOXES, CONDUIT AND WIRE WHICH IS SUPPORTED BY THE EXISTING CEILING SYSTEM WILL BE RESUPPORTED TO THE BUILDING CONSTRUCTION. NEW WIRING AND OUTLETS WILL BE SUPPORTED FROM THE BUILDING CONSTRUCTION.
20.	EXISTING CEILING AS SHOWN ON DRAWINGS ARE TO BE REMOVED AND NEW CEILINGS INSTALLED BY OTHERS. REMOVE EXISTING LIGHT FIXTURES AND REINSTALL NEW AS SHOWN ON PLANS. <u>SUPPORT ALL EXISTING AND NEW WIRING.</u>
21.	CIRCUIT NUMBERS INDICATED ARE FOR SWITCHING IDENTIFICATION ONLY. ELECTRICAL CONTRACTOR SHALL VERIFY PHASING AND CIRCUIT NUMBERS IN FIELD PRIOR TO WIRING.
22.	ELECTRICAL CONTRACTOR SHALL REMOVE CORD & PLUG FROM ELECTRIC WATER COOLER AND PERMANENTLY WIRE SAME USING FLEXIBLE CONNECTION.
23.	ALL TEMPERATURE CONTROL WIRING SHALL BE FURNISHED AND INSTALLED BY MECHANICAL CONTRACTOR.
24.	CONTRACTOR SHALL VERIFY ALL FURNITURE, MODULAR FURNITURE AND EQUIPMENT LOCATIONS WITH ARCHITECTURAL PLANS, ELEVATIONS AND REVIEWED SHOP DRAWINGS. PRIOR TO MAKING THE ACTUAL ELECTRICAL INSTALLATION THIS CONTRACTOR SHALL ADJUST RECEPTACLES, OUTLETS OR CONNECTION LOCATIONS TO ACCOMMODATE FURNITURE AND/OR EQUIPMENT.



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko

Community Park

Spray N' Play

Renovation

PROJECT TEAM



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PROJECT NUMBER

1055B

SHEET TITLE

Electrical

Notes &

Schedules

SHEET NUMBER

E0.2

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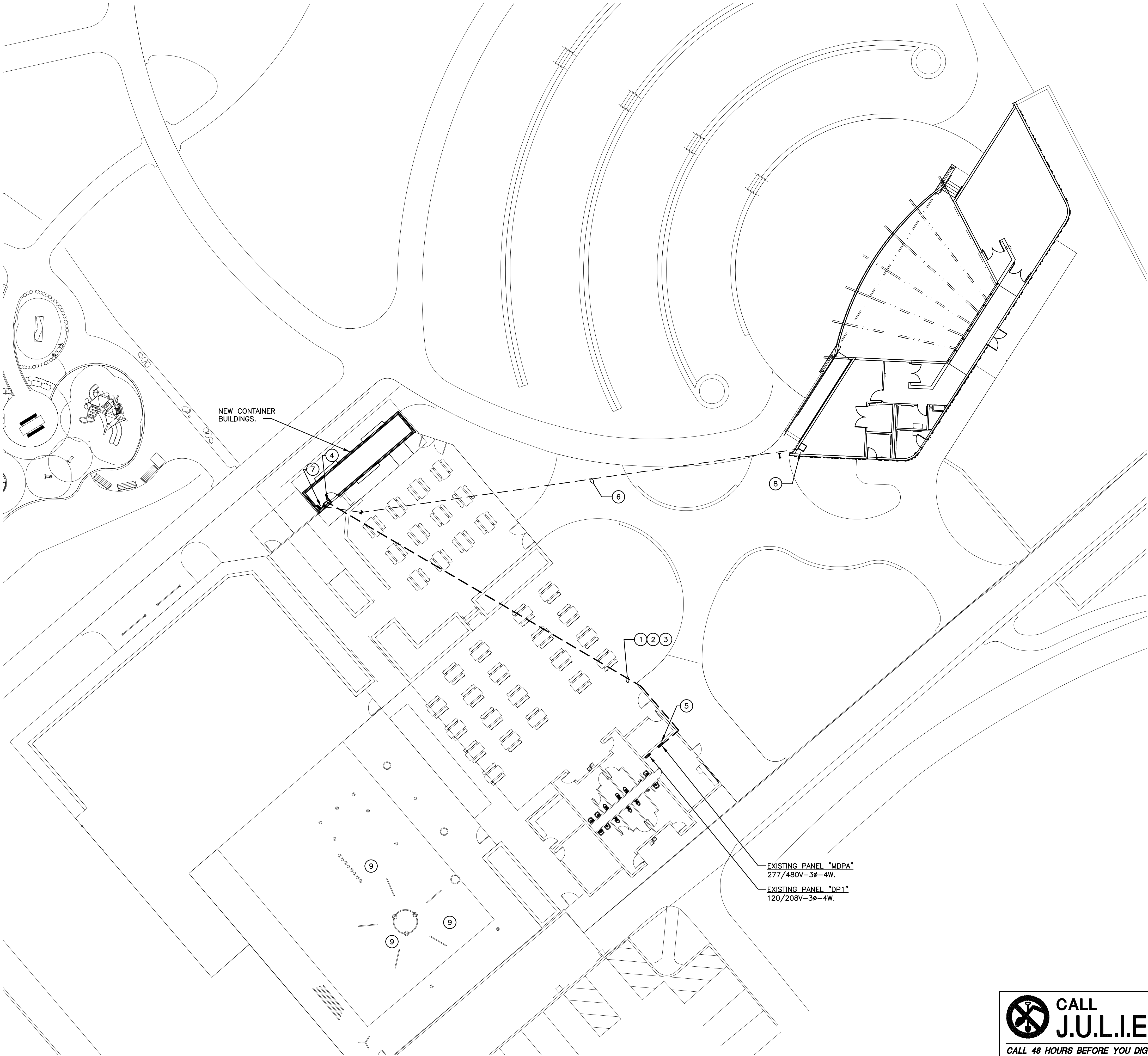
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1 ELECTRICAL SITE PLAN
1/16" = 1'-0"



**CALL
J.U.L.I.E.**

CALL 48 HOURS BEFORE YOU DIG

(Two working days)

BEFORE YOU DIG

**CALL 811 or
1-800-892-0123**

Operates 24 hours 365 days a year

- GENERAL NOTES**
1. ALL DEVICES AND EQUIPMENT SHOWN SHALL BE NEW, UNLESS OTHERWISE NOTED.
 2. ALL SHOWN LIGHTING CIRCUITS SHALL RUN TO PANELBOARD "DP2" VIA LIGHTING CONTROL AND TIMECLOCK, UNLESS OTHERWISE NOTED.
- GENERAL SITE WORK NOTES:**
1. ALL UNDERGROUND SITE WORK CONDUIT SHALL BE MINIMUM 36" BELOW FINISH GRADE AND PVC. SCHEDULE 80 RIGID PVC, UNLESS NOTED OTHERWISE. SCHEDULE 40. GALVANIZED RIGID STEEL WILL BE USED UNDER CONCRETE AREAS. MINIMUM WIRE FOR ALL SITE WORK WIRING SHALL BE #8AWG UNLESS OTHERWISE NOTED.
 2. ALL TRENCHING, CORING, BACKFILLING AND COMPACTING FOR THE ELECTRICAL INSTALLATION IS BY THE ELECTRICAL CONTRACTOR. ALL EXCESS DEBRIS FROM TRENCHING AND CORING SHALL BE REMOVED FROM THE SITE BY THE ELECTRICAL CONTRACTOR.
 3. ELECTRICAL CONTRACTOR SHALL WEATHERPROOF ALL OPENINGS AND PENETRATIONS THROUGH FOUNDATIONS AND EXTERIOR WALLS CREATED BY CONDUITS TO PREVENT MOISTURE FROM ENTERING THROUGH.
 4. PRIOR TO CONSTRUCTION OR ANY SITE EXCAVATION, THE CONTRACTOR SHALL COORDINATE AND LOCATE (J.U.L.I.E. AND/OR A PRIVATE LOCATOR) ALL EXISTING UNDERGROUND UTILITIES WITH RESPECT TO ELECTRICAL (POWER AND LOW VOLTAGE). NEW UNDERGROUND ELECTRICAL SHALL BE INSTALLED PRIOR TO BUILDING WORK. COORDINATE WITH ALL OTHER TRADES PERFORMING UNDERGROUND WORK PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE RESTORATION OF ALL DISTURBED LANDSCAPING, SIDEWALKS, AND DRIVEWAYS BACK TO THE ORIGINAL CONDITION. REFER TO ARCHITECT'S SITE RESTORATION SPECIFICATIONS.
 6. ELECTRICAL CONTRACTOR SHALL WEATHERPROOF ALL OPENINGS AND PENETRATIONS THROUGH FOUNDATIONS AND EXTERIOR WALLS CREATED BY CONDUITS TO PREVENT MOISTURE FROM ENTERING THROUGH.
 7. ELECTRICAL CONTRACTOR SHALL VERIFY TOTAL CONNECTED LOAD/HP AND VOLTAGE WITH MECHANICAL CONTRACTOR PRIOR TO WIRING OF ALL HVAC EQUIPMENT. MAKE ANY CHANGES TO OVERCURRENT DEVICES OR FEEDER SIZE PER "2017" NATIONAL ELECTRICAL CODE.

- KEY NOTES**
- 1 DIRECTIONAL BORE EXISTING GRASS AREA TO RUN NEW FEEDERS. PATCH ALL AFFECTED SURFACES TO MATCH EXISTING AS REQUIRED. COORDINATE ROUTING, LOCATIONS, AND REQUIREMENTS IN FIELD.
 - 2 RUN 2" PVC CONDUIT WITH 4#1 & 1#6 GD. ROUTE TO NEW "CP1" AS REQUIRED. COORDINATE ROUTING, LOCATIONS & REQUIREMENTS IN FIELD. SEE SITE PLAN FOR ROUTING UNDER GRASS AREA.
 - 3 RUN 2" PVC CONDUIT WITH 4#1 & 1#6 GD. ROUTE TO NEW "CP2" AS REQUIRED. COORDINATE ROUTING, LOCATIONS & REQUIREMENTS IN FIELD. SEE SITE PLAN FOR ROUTING UNDER GRASS AREA.
 - 4 NEW PANEL "CP1" - 120/208V-3Ø-4W. VERIFY THE EXACT LOCATION AND REQUIREMENTS WITH CONTAINER BUILDING SUPPLIER IN FIELD.
 - 5 PROVIDE AND INSTALL 100A-3P CIRCUIT BREAKER TO MATCH EXISTING TYPES AND INSTALL IN EXISTING SPACES AS REQUIRED. REFER TO REVISED ELECTRICAL SERVICE ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
 - 6 DIRECT BURIAL (2) 6 STRAND OUTDOOR RATED FIBER OPTIC CABLES BELOW GRASS AREA. RUN FROM EACH NEW CONTAINER BUILDING TO THE NEW RYLKO PARK AMPHITHEATER AND TERMINATE AT THE EXISTING WALL MDF2 RACKS. VERIFY LOCATION, ROUTING, AND REQUIREMENTS IN FIELD. REFER TO SPECIFICATIONS.
 - 7 PROVIDE IDF RACK AND INSTALL ON WALL AT APPROXIMATE LOCATION SHOWN. PROVIDE (1) 1" PVC. RUN CONDUIT FROM IDF DOWN AND OUT UNDERGROUND AND STUB FOR FIBER RUN. PROVIDE BUSHING ENDS. VERIFY THE EXACT LOCATION, ROUTING, AND REQUIREMENTS WITH ARCHITECT/OWNER IN FIELD. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - 8 EXISTING MDF RACK IN GREEN ROOM 107 AT AMPHITHEATER BUILDING.
 - 9 EQUIPOTENTIAL BONDING - DISCONNECT EXISTING BONDING FROM EXISTING SPLASH PLAY, SPRAYLINK, FLOWER FEATURES AND RECONNECT SAME UPON INSTALLATION OF NEW FEATURES AS REQUIRED. EXTEND AND INSTALL BARE, SOLID #8 AWG COPPER CONDUCTORS UNDERGROUND AS NEEDED, BONDING ALL INTERSECTIONS. BOND ALL METALLIC STRUCTURAL COMPONENTS (INCLUDING FENCING UPRIGHTS), METAL FITTINGS (I.E., DRAINS, JETS, WATER FEATURES, ETC.), ELECTRICAL EQUIPMENT AND WIRING METHODS, WITH EXOTHERMIC WELDS OR PRESSURE CONNECTORS/ CLAMPS LISTED FOR THE PURPOSE AND #8 SOLID CONDUCTOR TO THE GRID PER NEC 680-26 AND 680-54(C) EQUIPOTENTIAL OF SPLASH PADS. SEE NOTE #4 ABOVE FOR ADDITIONAL INFORMATION.



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Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
**Mike Rylko
Community Park
Spray N' Play
Renovation**

PROJECT TEAM



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PROJECT NUMBER
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SHEET TITLE

Electrical Site Plan

SHEET NUMBER

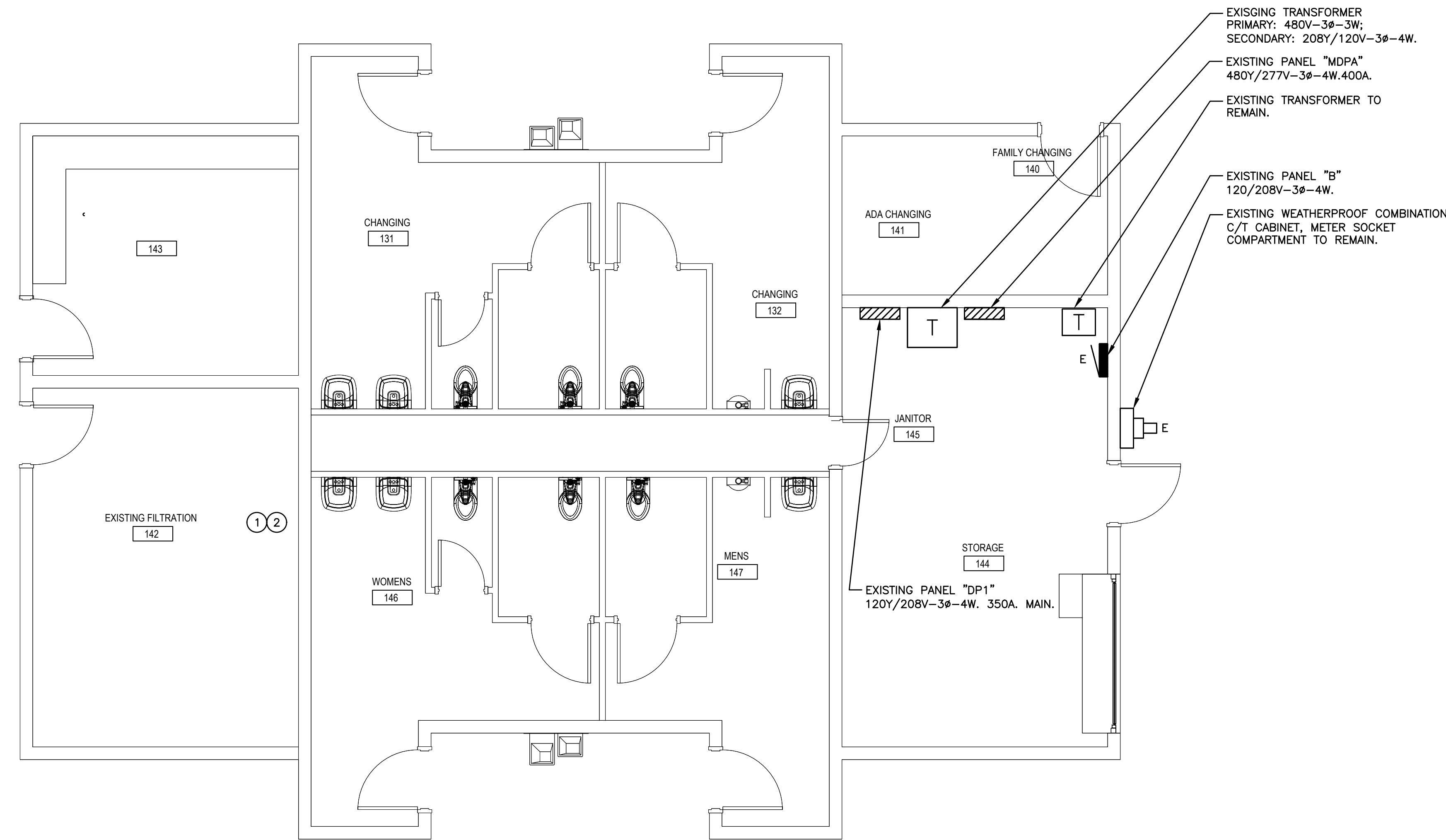
E1.1

GENERAL NOTES

1. ELECTRICAL CONTRACTOR SHALL WEATHERPROOF ALL OPENINGS AND PENETRATIONS THROUGH FOUNDATIONS AND EXTERIOR WALLS CREATED BY CONDUITS TO PREVENT MOISTURE FROM ENTERING THROUGH.
2. ELECTRICAL CONTRACTOR SHALL VERIFY TOTAL CONNECTED LOAD/HP AND VOLTAGE WITH MECHANICAL CONTRACTOR PRIOR TO WIRING OF ALL HVAC EQUIPMENT. MAKE ANY CHANGES TO OVERCURRENT DEVICES OR FEEDER SIZE PER "2017" NATIONAL ELECTRICAL CODE.

KEY NOTES

- ① **CORROSIVE AREAS**
ALL HANGERS, SUPPORTS, AND BOXES IN ALL CORROSIVE AREAS SHALL BE HOT DIPPED GALVANIZED.
- ② **NEW HALO CONTROLLER**
PROVIDE CONDUIT(S) AND LOW VOLTAGE WIRING TO NEW HALO CHEMICAL CONTROLLER TIE-IN FOR EXISTING PUMP(S) AND CONNECTION AS REQUIRED PER SPLASH PAD CONSULTANT DRAWINGS. VERIFY LOCATIONS AND ALL REQUIREMENTS IN FIELD.



1 POWER FLOOR PLAN - BATHHOUSE
1/4" = 1'-0"



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Buffalo Grove Park District
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Buffalo Grove, IL 60089

PROJECT

Mike Rylo Community Park Spray N' Play Renovation

PROJECT TEAM



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SHEET TITLE

Electrical Floor Plans - Bathhouse

SHEET NUMBER

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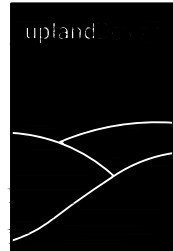


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PROJECT

Mike Rylo Community Park Spray N' Play Renovation

PROJECT TEAM



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SHEET TITLE

Electrical Floor Plans-Container

SHEET NUMBER

E2.2

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GENERAL SITE WORK NOTES:

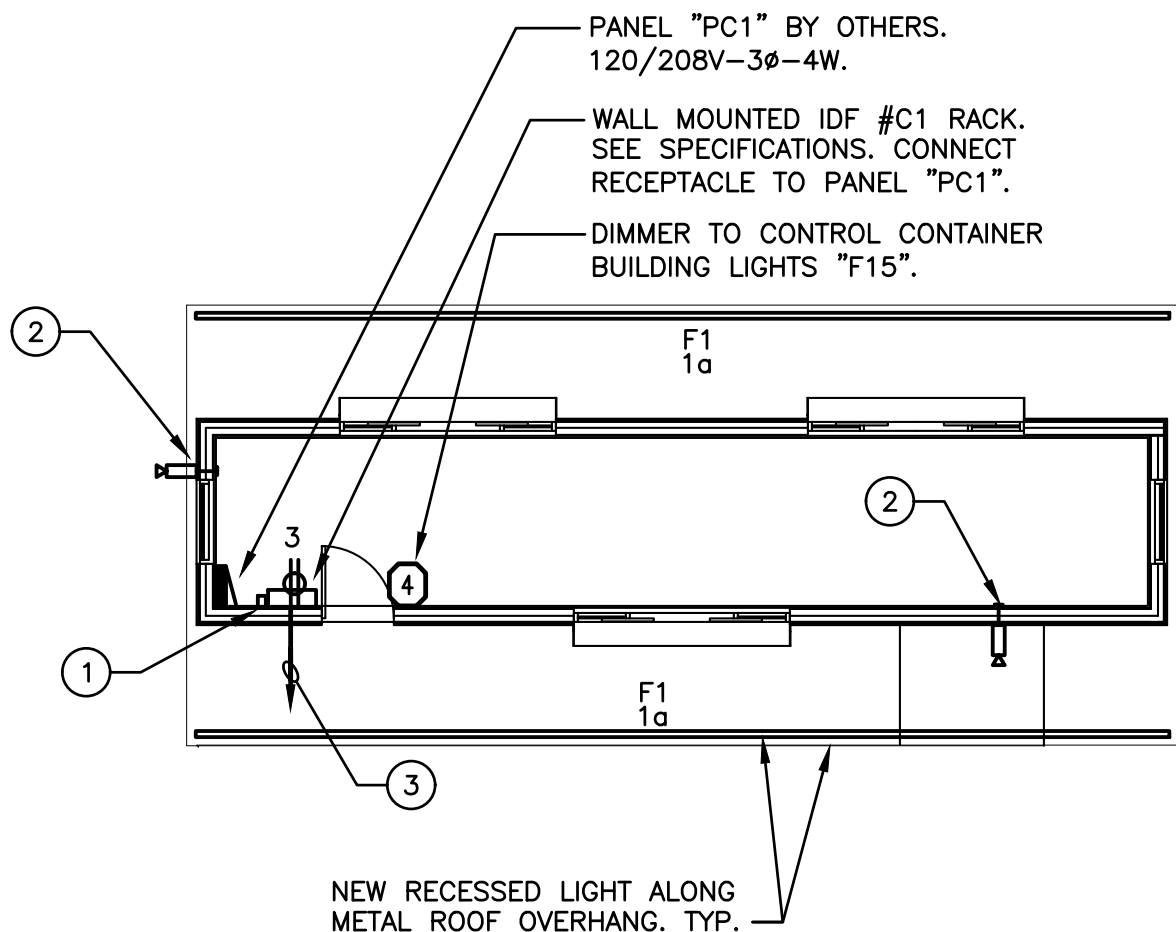
1. ALL UNDERGROUND SITE WORK CONDUIT SHALL BE MINIMUM 36" BELOW FINISH GRADE AND PVC. SCHEDULE 80 RIGID PVC. UNLESS NOTED OTHERWISE. SCHEDULE 40. GALVANIZED RIGID STEEL WILL BE USED UNDER CONCRETE AREAS. MINIMUM WIRE FOR ALL SITE WORK WIRING SHALL BE #8AWG UNLESS OTHERWISE NOTED.
2. ALL TRENCHING, CORING, BACKFILLING AND COMPACTING FOR THE ELECTRICAL INSTALLATION IS BY THE ELECTRICAL CONTRACTOR. ALL EXCESS DEBRIS FROM TRENCHING AND CORING SHALL BE REMOVED FROM THE SITE BY THE ELECTRICAL CONTRACTOR.
3. ELECTRICAL CONTRACTOR SHALL WEATHERPROOF ALL OPENINGS AND PENETRATIONS THROUGH FOUNDATIONS AND EXTERIOR WALLS CREATED BY CONDUITS TO PREVENT MOISTURE FROM ENTERING THROUGH.
4. PRIOR TO CONSTRUCTION OR ANY SITE EXCAVATION, THE CONTRACTOR SHALL COORDINATE AND LOCATE (J.U.L.I.E. AND/OR A PRIVATE LOCATOR) ALL EXISTING UNDERGROUND UTILITIES WITH RESPECT TO ELECTRICAL (POWER AND LOW VOLTAGE). NEW UNDERGROUND ELECTRICAL SHALL BE INSTALLED PRIOR TO BUILDING WORK. COORDINATE WITH ALL OTHER TRADES PERFORMING UNDERGROUND WORK PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE RESTORATION OF ALL DISTURBED LANDSCAPING, SIDEWALKS, AND DRIVEWAYS BACK TO THE ORIGINAL CONDITION. REFER TO ARCHITECT'S SITE RESTORATION SPECIFICATIONS.
6. ELECTRICAL CONTRACTOR SHALL WEATHERPROOF ALL OPENINGS AND PENETRATIONS THROUGH FOUNDATIONS AND EXTERIOR WALLS CREATED BY CONDUITS TO PREVENT MOISTURE FROM ENTERING THROUGH.

GENERAL NOTES

1. ALL EQUIPMENT AND DEVICES SHOWN SHALL BE NEW, UNLESS OTHERWISE NOTED.
2. LABEL ALL PANEL NAMES AND CIRCUIT NUMBERS ON JUNCTION BOX COVERS AND DEVICE FACE PLATES.
3. ALL CIRCUITS SHOWN SHALL BE RUN TO CONTAINER PANELBOARD "PC1", UNLESS OTHERWISE NOTED. CIRCUIT NUMBER SHOWN ARE ARBITRARY; ACTUAL CIRCUIT NUMBERS SHALL BE DETERMINED IN FIELD. VERIFY LOCATION AND REQUIREMENTS IN FIELD WITH CONTAINER CONTRACTOR.
4. ELECTRICAL CONTRACTOR SHALL PROVIDE FIRE SEAL MATERIAL ON ALL OPENINGS AND PENETRATIONS THROUGH FIRE WALLS CREATED BY CONDUITS.
5. ALL EXISTING CEILING MOUNTED DEVICES (i.e. WIRELESS HUB, SECURITY SENSORS, CAMERAS, ETC) TO BE TEMPORARILY DISCONNECTED AND REMOVED DURING CONSTRUCTION AND STORED IN SAFE PLACE AS SPECIFIED BY OWNER. DEVICES TO BE REINSTALLED AND CONNECTED AS RENOVATIONS PROGRESS.
6. ALL CONDUITS RUN WITHIN PAVILION BUILDING SHALL BE CONCEAL WITHIN COLUMNS WHERE POSSIBLE SO THERE ARE NO EXPOSED CONDUITS.
7. ALL LIGHTING IN THE CONTAINER EXTERIOR WALL MOUNTED LIGHTS SHALL BE CONTROLLED FROM TIMECLOCK, PHOTOCELL, AND OVERRIDE WALL SWITCH IN THE CONTAINER BUILDING. PROVIDE TIMECLOCK AND PHOTOCELL AS REQUIRED.
8. REFER TO SITE PLAN FOR BUILDING LOCATIONS.
9. ELECTRICAL CONTRACTOR SHALL VERIFY TOTAL CONNECTED LOAD/HP AND VOLTAGE WITH MECHANICAL CONTRACTOR PRIOR TO WIRING OF ALL HVAC EQUIPMENT. MAKE ANY CHANGES TO OVERCURRENT DEVICES OR FEEDER SIZE PER "2017" NATIONAL ELECTRICAL CODE.

KEY NOTES

1. NEW TIME CLOCK
PROVIDE AND INSTALL INTERMATIC TIME LOCK WITH 24/7, 365-DAY, PHOTOCELL AND DUSK-TO-DAWN SCHEDULING TIME FOR CONTROLLING EXTERIOR LIGHTS FOR CONTAINER BUILDINGS. VERIFY LOCATION IN FIELD.
2. CONDUITS STUB FOR FUTURE CAMERA
PROVIDE RECESSED J-BOX WITH WEATHERPROOF COVER AND INSTALL AT APPROXIMATE LOCATION. RUN 3/4" CONDUIT WITH PULL STRING FROM CAMERA LOCATION INTO CEILING SPACE. PROVIDE BUSHING AT BOTH ENDS. COORDINATE THE EXACT LOCATION WITH OWNER. VERIFY ROUTING AND REQUIREMENTS IN FIELD.
3. CONDUITS STUB
RUN 1" CONDUIT WITH PULL STRING FROM IDF #C1 AND C2 IN CONTAINER BUILDING TO BELOW GRADE AND STUB OUT FOR FIBER RUN. PROVIDE BUSHING AT BOTH ENDS. COORDINATE THE EXACT LOCATION WITH OWNER. VERIFY ROUTING AND REQUIREMENTS IN FIELD.



2 ELECTRICAL FLOOR PLAN - CONTAINERS
1/8" = 1'-0"

N

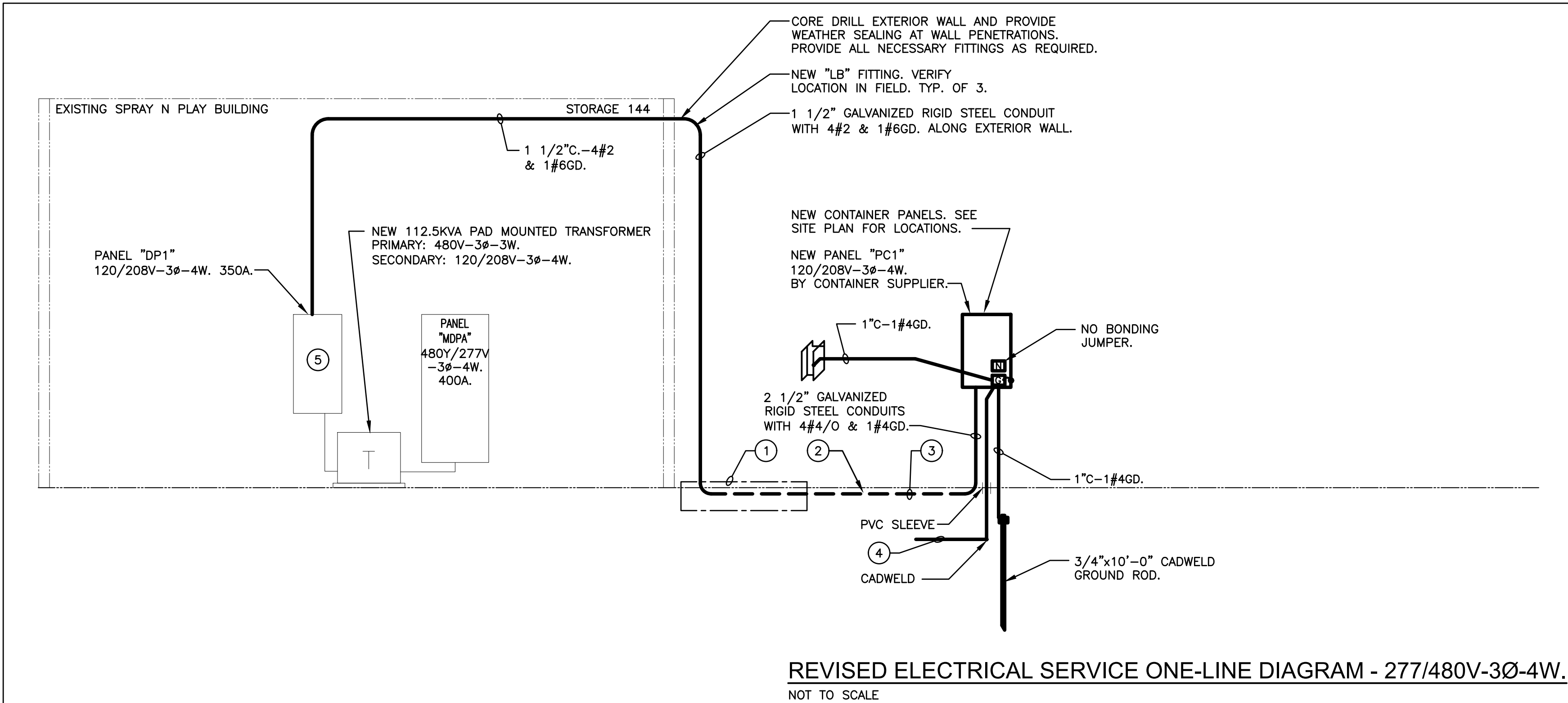


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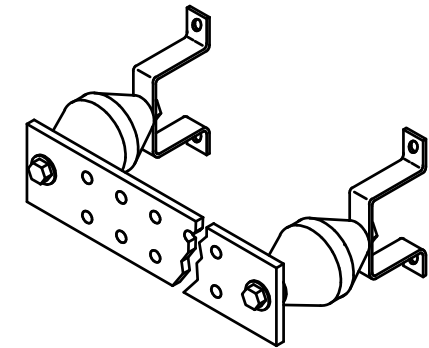
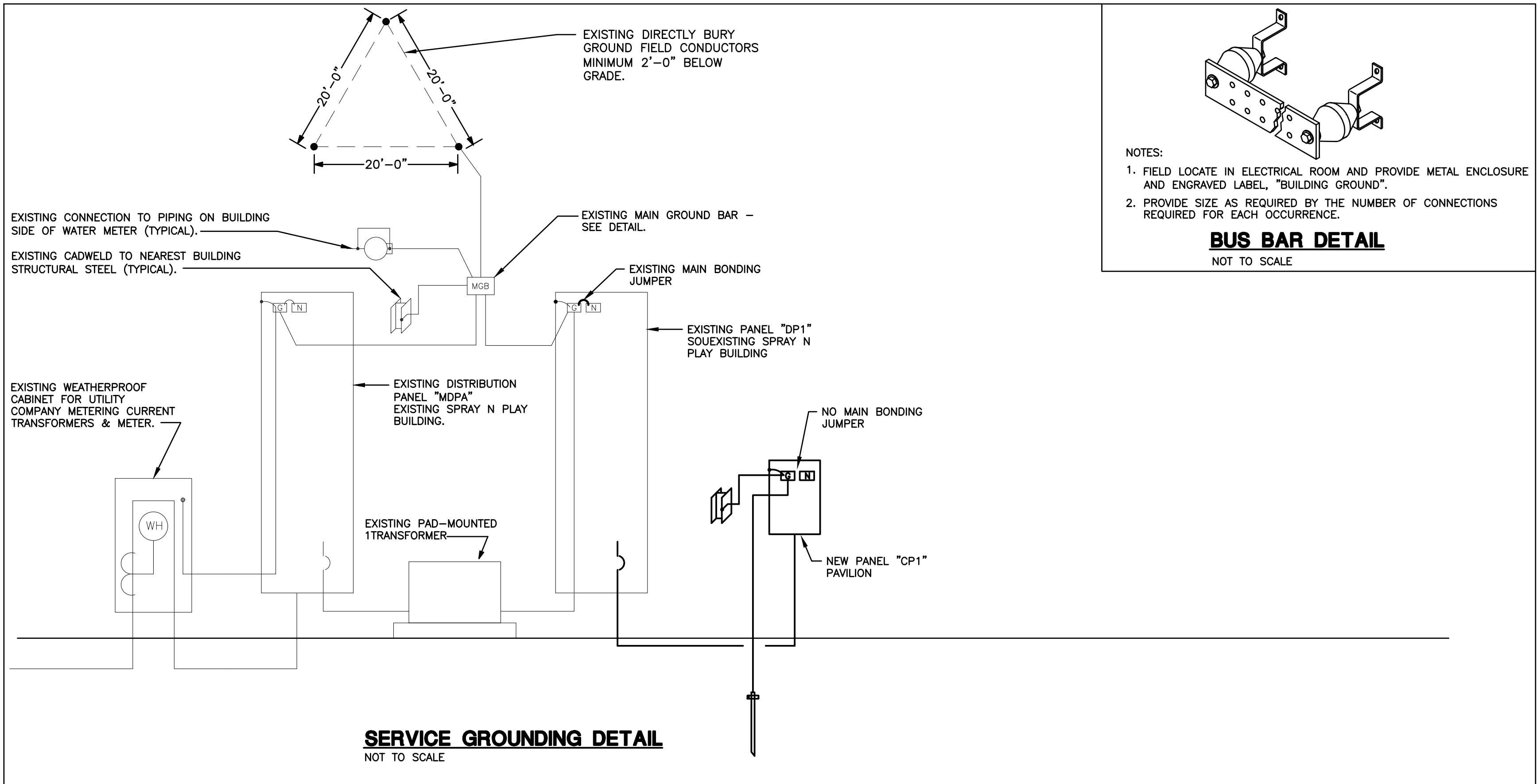


INTERGRAL TRANSIENT VOLTAGE SURGE SUPPRESSION SCHEDULE	
SYMBOL	DESCRIPTION
	SERVICE ENTRANCE PANEL PROTECTION REFER TO SPECIFICATIONS
	DISTRIBUTION PROTECTION REFER TO SPECIFICATIONS
	BRANCH PANEL PROTECTION REFER TO SPECIFICATIONS
LEGEND: _____ EXISTING TO REMAIN _____ NEW	

SERVICE DIAGRAM NOTES:

- IT WILL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL REQUIREMENTS WITH THE UTILITY CO., POC: COLIN BIESTERFELD, ComEd Co. (708) 404-3792.
- REFER TO ELECTRICAL FLOOR PLANS, PANELBOARD SCHEDULES, AND MOTOR CONNECTION/FEEDER SCHEDULE FOR EQUIPMENT LOCATIONS, CIRCUIT INFORMATION, AND ADDITIONAL WORK AND NOTES.
- SHORT CIRCUIT RATING SHALL BE BASED UPON THE RESULTS OF SHORT CIRCUIT STUDY (REFER TO SPECIFICATION).
- ALL METERING EQUIPMENT & PANELS SHALL BE AS MANUFACTURED BY SQUARE D EQUIPMENT COMPANY OR APPROVED EQUAL AND MEET THE FOLLOWING REQUIREMENTS:
 - ALL BUSS SHALL BE TIN PLATED COPPER.
- PROVIDE MULTI-LAYERED ACRYLIC LABELS WITH 1/4" WHITE LETTERS ON BLACK BACKGROUND FOR ALL EXISTING AND NEW DISTRIBUTION PANELBOARDS, BRANCH PANELBOARDS, TRANSFORMERS, STARTERS, AND INDIVIDUAL SWITCHBOARD FUSED SWITCHES.
- GROUNDING CONDUCTORS (ALL GROUNDING REQUIREMENTS) SHALL BE INSTALLED AS DIRECTED BY EQUIPMENT MANUFACTURER AND AS SHOWN ON DRAWINGS.
- REFER TO SPECIFICATION SECTIONS FOR COMPLETE SCOPE OF TESTING AT EACH COMPONENT IDENTIFIED ON DIAGRAM.
- IT WILL BE THE ELECTRICAL CONTRACTORS RESPONSIBILITY TO COORDINATE ALL REQUIREMENTS AND ANY POWER OUTAGE WITH THE UTILITY COMPANY.
- ANY INCREASE IN CONDUCTOR SIZE IN ORDER TO COMPENSATE FOR VOLTAGE DROP REQUIRES A PROPORTION INCREASE IN SIZE OF EQUIPMENT GROUNDING CONDUCTOR FOR THAT FEEDER OR CIRCUIT.
- ELECTRICAL CONTRACTOR SHALL VERIFY TOTAL CONNECTED LOAD/HP AND VOLTAGE WITH MECHANICAL CONTRACTOR PRIOR TO WIRING OF ALL HVAC EQUIPMENT. MAKE ANY CHANGES TO OVERCURRENT DEVICES OR FEEDER SIZE PER "2017" NATIONAL ELECTRICAL CODE.

- KEY NOTES**
- SAW CUT AND PATCH PAVEMENT AS REQUIRED TO RUN NEW FEEDERS. VERIFY THE EXACT LOCATIONS AND REQUIREMENTS IN FIELD.
 - DIRECTIONAL BORE EXISTING GRASS AREA TO RUN NEW FEEDERS. PATCH ALL AFFECTED SURFACES TO MATCH EXISTING AS REQUIRED. COORDINATE ROUTING, LOCATIONS, AND REQUIREMENTS IN FIELD.
 - SECONDARY SERVICE RUN, (1) 2 1/2" PVC CONDUIT WITH 4#4/O & 1#4GD. ROUTE TO PANEL "CP1" AS REQUIRED. PROVIDE RMC 90° ELBOWS. COORDINATE ROUTING, LOCATIONS & REQUIREMENTS IN FIELD. SEE SITE PLAN FOR ROUTING UNDER GRASS AREA.
 - CONCRETE-ENCASED GROUND ELECTRODE:
20' OF EITHER BARE #4 COPPER OR 1/2" MINIMUM REBAR, IN MINIMUM 2" CONCRETE.
 - PROVIDE AND INSTALL 200A-3P CIRCUIT BREAKER TO MATCH EXISTING TYPES AND INSTALL IN EXISTING SPACES AS REQUIRED FOR NEW PANEL "PC1". VERIFY LOCATION, AND REQUIREMENTS IN FIELD.



- NOTES:**
- FIELD LOCATE IN ELECTRICAL ROOM AND PROVIDE METAL ENCLOSURE AND ENGRAVED LABEL, "BUILDING GROUND".
 - PROVIDE SIZE AS REQUIRED BY THE NUMBER OF CONNECTIONS REQUIRED FOR EACH OCCURRENCE.

BUS BAR DETAIL
NOT TO SCALE



5115 BELMONT ROAD
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Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
Mike Rylko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Plainfield, Illinois 815-254-0091
uplandDesign.com

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AQUATIC ENGINEER:
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2675 Pratum Avenue
Hoffman Estates, IL 60192 P: 224-293-6333

REVISIONS

NO.	DESCRIPTION	DATE

ISSUED FOR BID
23SEP2024

PROJECT NUMBER
1055B

SHEET TITLE

Electrical
Schedules &
Diagram

SHEET NUMBER

E3.0

DISTRIBUTION PANEL NO: EXISTING "MDPA"

PANEL LOC. STORAGE 144

A.I.C. RATING 14kaic

MOUNTING WALL

VOLTAGE: 277/480 v. 3ø 4 w.

FEEDER 3 1/2"C.-4#500kcmil & 1#3/0GD.

PANEL TYPE CIRCUIT BREAKER 400A.-3P M.L.O.

CCT #	DESCRIPTION	LOAD		OVERCURRENT	CONDUIT & WIRE SIZE	COMMENTS
		kVA	AMPS			
1	EXISTING TRANSFORMER FOR PANEL "DP1"	96.8	116.5	175A-3P	EXISTING	
2	EXISTING PANEL DP2	49.0	59.0	175A-3P	EXISTING	
3	EXISTING PUMP	4.1	4.9	30A-2P	MATCH EXISTING SIZES	
4	EXISTING PUMP	4.1	4.9	30A-2P	MATCH EXISTING SIZES	
5	EXISTING PUMP	17.4	20.9	80A-3P	MATCH EXISTING SIZES	
6	200A-3P SPARE					
7	100A-3P SPARE					
8	SPARE					
9	SPACE					
10	SPACE					
TOTAL LOAD		271.3	326.5			

NOTES:

PANEL NO: EXISTING "DP1"

PANEL LOC. STORAGE 144

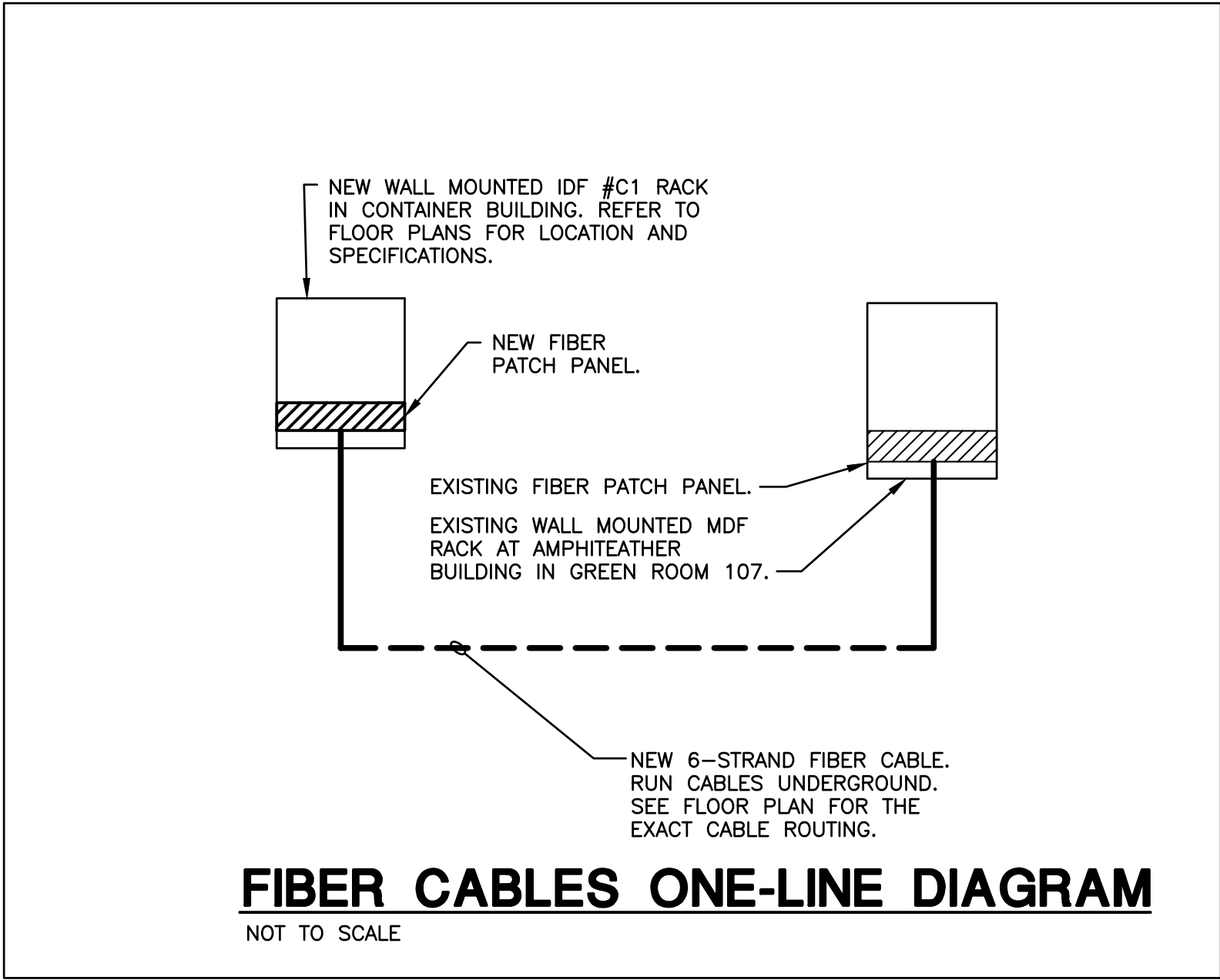
PANEL TYPE C.B. - 350A. MAIN BREAKER

MOUNTING SURFACE

VOLTAGE: 120/208 v. 3ø 4 w.

CCT	C/B	DESCRIPTION	A ø WATTS	B ø WATTS	C ø WATTS	DESCRIPTION	C/B	CCT
1	20	SPARE	7200			EXISTING PANEL "B"	200	2
3				7200			2	4
5					7200	NEW PANEL "PC1"	200	6
7			7200					8
9				7200			3	10
11						SPARE	20	12
13								14
15								16
17								18
19		SPACE				SPACE		20
21								22
23								24
25								26
27								28
29								30
31								32
33								34
35								36
37								38
39								40
41								42
			14,400	14,400	7,200	TOTAL WATTS THIS PANEL: 36,000W. 100.0A.		

NOTES: 1. PROVIDE INTEGRAL TVSS DEVICE PER SPECIFICATIONS.
2. PROVIDE GFCI CIRCUIT BREAKER FOR CIRCUIT 7.
3. PROVIDE BREAKER LOCK FOR CIRCUIT12, 14, 16, AND 18.



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1055B

SHEET TITLE

Electrical
Details and
Schedule

SHEET NUMBER

E3.1

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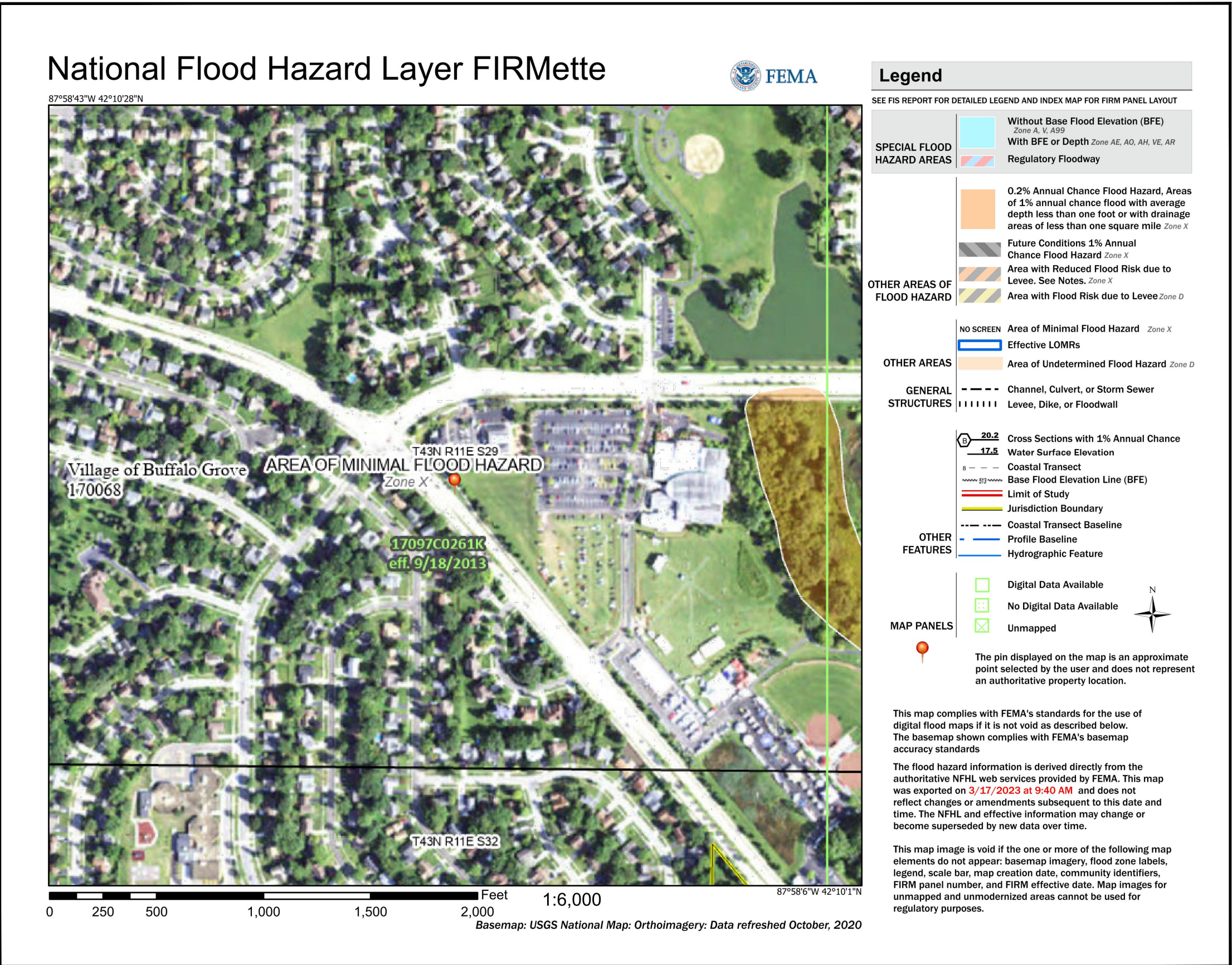
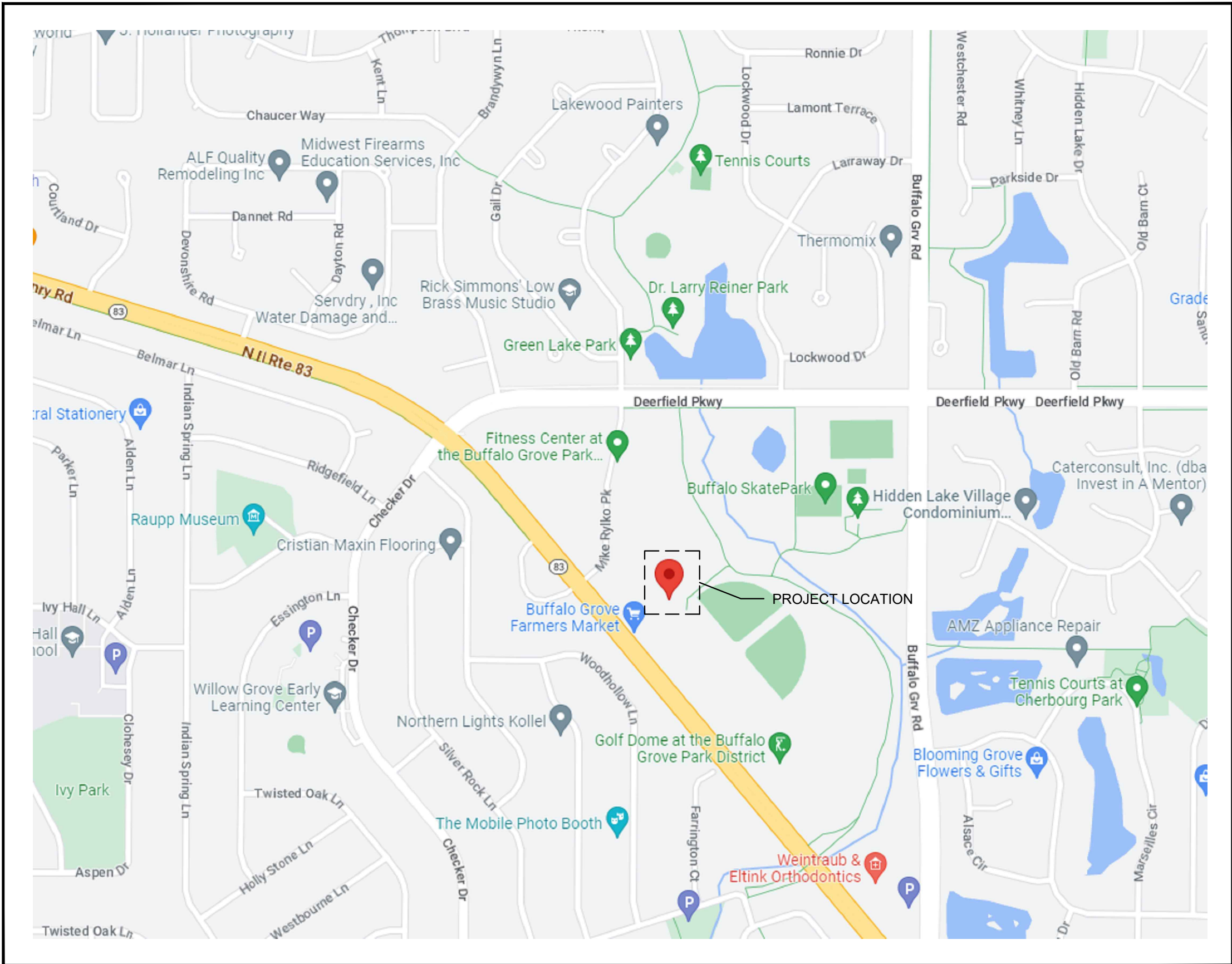
BUFFALO GROVE PARK DISTRICT

MIKE RYLKO COMMUNITY PARK AMPHITHEATER DEVELOPMENT & SPRAY 'N PLAY EXPANSION

951 McHENRY ROAD
BUFFALO GROVE, IL 60089

LOCATION MAP

FLOOD MAP



DRAWING INDEX

AQ0.0	COVER SHEET
AQ1.0	AQUATIC FACILITY LAYOUT
AQ1.1	EQUIPMENT LIST AND REQUIREMENTS
AQ1.2	SPECIFICATIONS
AQ2.0	EXISTING SPLASH PAD LAYOUT
AQ2.1	EXISTING SPLASH PAD NEW LAYOUT
AQ2.2	SPLASH PAD DETAILS
AQ2.3	SPLASH PAD FEATURE DETAILS
AQ2.4	SPLASH PAD FEATURE DETAILS
AQ3.0	EXISTING FILTER EQUIPMENT PLAN
AQ3.1	HALO SYSTEM CONTROLLER DIAGRAM



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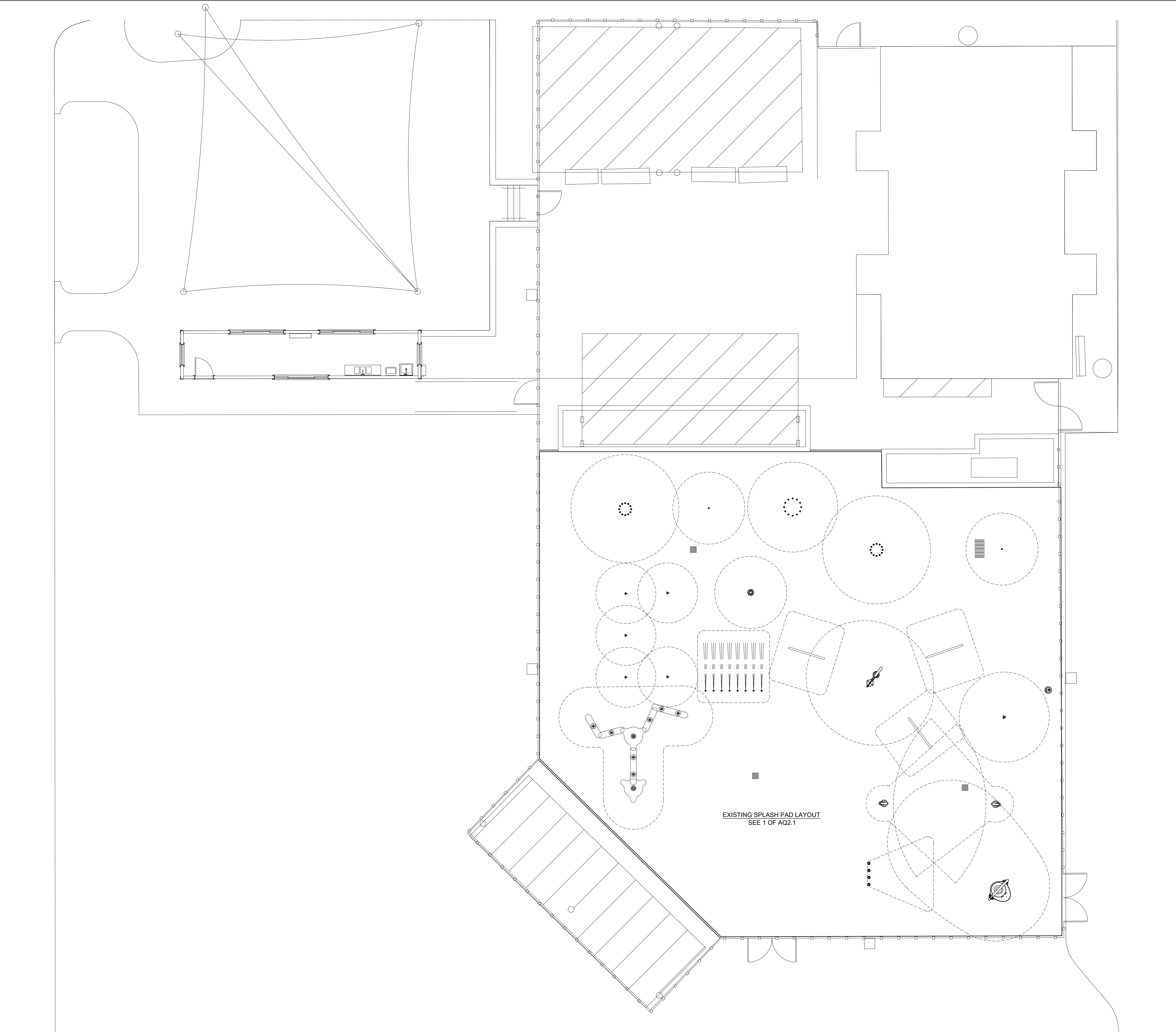
COVER SHEET



MY SEAL AND SIGNATURE SHALL ENCOMPASS
DRAWINGS AQ0.0 THRU AQ3.1.

SHEET NUMBER

AQ0.0



GENERAL NOTES

1. ILLINOIS SWIMMING POOL CODE APPLICABLE

2. ILLINOIS PLUMBING CODE APPLICABLE

3. NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC

4. REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.

5. REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.

SCOPE BY OTHER CONSULTANTS

1. SPLASH PAD AREA BARRIERS

2. SPLASH PAD AREA ENTRANCES AND HARDWARE

3. SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE

5. SPLASH PAD DECK HOSE BIBBS

6. SPLASH PAD DRINKING FOUNTAIN

7. SPLASH PAD BONDING

8. SPLASH PAD AREA LIGHTING AND ELECTRICAL

9. EMERGENCY PHONE

10. EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS

11. EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN

12. EQUIPMENT ROOM HOSE BIBB

13. EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC.

14. EQUIPMENT ROOM BONDING

15. SPLASH PAD MAKE-UP FRESH WATER SUPPLY

16. SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE

17. BATHER PREPARATION FACILITIES OR REQUIREMENTS

18. SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS

19. SPLASH PAD SIGNAGE LOCATIONS

NEW RESERVOIR DATA

VOLUME:4,220 GAL.

DESIGN FLOW RATE:50 G.P.M.

TURNOVER RATE:87 MINUTES



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530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko

Community Park

Spray N' Play

Renovation

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REVISIONS		

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1055B

SHEET TITLE

AQUATIC

FACILITY

LAYOUT

SHEET NUMBER

AQ1.0

EQUIPMENT LIST #		
1.	FLOW METER	
	• QUANTITY:	1
	• MANUFACTURER:	GF SIGNET
	• MODEL#:	3-2551-P0-12
	• CONNECT TO HALO CONTROLLER	
	• 2" PIPE SIZE	
	• 4 TO 20 mA OUTPUT	
2.	HALO SYSTEM CONTROLLER (EXISTING)	
	• QUANTITY:	1
	• MANUFACTURER:	INTEGRATED AQUATIC ENVIRONMENT
	• MODEL#:	HALO
	• FILTER CONTROL	
	• VFD CONTROL	
	• WATER LEVEL CONTROL W/ SENSOR	
	• CHEMICAL CONTROL W/ ORP SENSOR, PH SENSOR, FLOW CELL AND FLOW SWITCH	
	• 115 VOLT, 1-PHASE	
	• INTERNAL MODEM	
3.	TWIN SPLASH	
	• QUANTITY:	1
	• MANUFACTURER:	VORTEX
	• MODEL#:	VOR 7242
	• FLOW RATE:	12 G.P.M.
4.	SPRAYLINK TUNNEL NO. 1	
	• QUANTITY:	1
	• MANUFACTURER:	VORTEX
	• MODEL#:	VOR 3054
	• FLOW RATE:	4 G.P.M.
5.	FLOWER NO. 7	
	• QUANTITY:	1
	• MANUFACTURER:	VORTEX
	• MODEL#:	VOR 7559
	• FLOW RATE:	4 G.P.M.

ELECTRICAL REQUIREMENTS		
FLOW METER		
• QUANTITY:	1	
• 4 TO 20 mA OUTPUT		
• CONNECT TO HALO SYSTEM CONTROLLER		
HALO TOTAL SYSTEM CONTROLLER (EXISTING)		
• QUANTITY:	1	
• 20 AMPS		
• 115 VOLT, 1-PHASE, G.F.C.I. PROTECTED		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO VARIABLE FREQUENCY DRIVE		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO WATER LEVEL SENSOR		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO AUTOFILL SOLENOID VALVE		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO FILTER PRESSURE TRANSDUCERS		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO ORP SENSOR		
• PROVIDE CONDUIT AND LOW-VOLTAGE WIRING TO PH SENSOR		

GENERAL NOTES		
1.	ILLINOIS SWIMMING POOL CODE APPLICABLE	
2.	ILLINOIS PLUMBING CODE APPLICABLE	
3.	NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC	
4.	REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.	
5.	REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.	
SCOPE BY OTHER CONSULTANTS		
1.	SPLASH PAD AREA BARRIERS	
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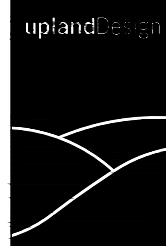


Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylo Community Park Spray N' Play Renovation

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REVISIONS		

ISSUED FOR BID	23SEP2024
PROJECT NUMBER	1055B
SHEET TITLE	

EQUIPMENT LIST AND REQUIREMENTS

SHEET NUMBER

AQ1.1

SPECIFICATION	
SECTION 13 11 00 - SPRAY PAD	
PART 1 - GENERAL	a. BOUND TOGETHER IN A COMPLETE MANUAL. b. ACCURATE PARTS LIST. c. NARRATIVE ON THE PROPER MAINTENANCE OF THE LINER. d. TROUBLE SHOOTING INFORMATION.
1.01 SUMMARY	
A. CONCRETE MATERIALS	D.
B. ADHERED REINFORCED LINER	CLOSE OUT DOCUMENTS; SUBMIT CLOSE OUT DOCUMENTS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
1.02 RELATED SECTIONS	1. MAINTENANCE MANUAL. 2. OWNER'S CERTIFICATION OF INSTRUCTION. 3. EXTRA MATERIALS.
A. DIVISION 1 - PROJECT MANAGEMENT AND COORDINATION: MECHANICAL AND ELECTRICAL WORK COORDINATION.	1.07 QUALITY ASSURANCE
B. DIVISION 3 - PORTLAND CEMENT CONCRETE PAVING: POOL DECK CONSTRUCTION, INCLUDING FINISHES, CAULKING, DRAINS.	A.
1.03 REFERENCES	QUALIFICATIONS OF POOL SUB-CONTRACTOR/EQUIPMENT SUPPLIER: WORK OF THIS SECTION SHALL BE PERFORMED BY A CONTRACTOR WHO HAS A PROVEN RECORD OF COMPETENCE AND EXPERIENCE IN THE CONSTRUCTION OF SIMILAR FACILITIES OF THIS SIZE AND COMPLEXITY FOR NOT LESS THAN 5 YEARS. CONTRACTOR MUST BE PREQUALIFIED BY THE ILLINOIS DEPT. OF PUBLIC HEALTH. REFERENCES WILL BE REQUIRED BY THE OWNER.
A. ACI 315 - MANUAL OF STANDARD PRACTICE FOR DETAILED REINFORCED CONCRETE STRUCTURES.	B.
B. ACI 318 - BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.	PERFORMANCE CRITERIA: CERTAIN SECTIONS OF THE SPECIFICATIONS CONTAIN PERFORMANCE CRITERIA RATHER THAN PRODUCT DESCRIPTIONS. IT SHALL BE THE OBLIGATION OF THE CONTRACTOR/EQUIPMENT SUPPLIER TO INSURE THAT ALL CRITERIA ARE SATISFIED AND THE BURDEN OF PROOF OF CONFORMANCE SHALL REST WITH THE CONTRACTOR/EQUIPMENT SUPPLIER. THE ENGINEER SHALL REQUIRE COMPLETE CALCULATIONS, PAST PERFORMANCE RECORDS AND, IF REQUIRED, INSPECTION TRIPS OF SIMILAR FACILITIES TO SUBSTANTIATE CONFORMANCE WITH THESE CRITERIA. THE ENGINEER SHALL BE SOLE JUDGE OF CONFORMANCE. THE POOL SUB-CONTRACTOR / EQUIPMENT SUPPLIER IS CAUTIONED THAT HE WILL BE REQUIRED TO PROVIDE A FINISHED PRODUCT MEETING ALL STATED CRITERIA AND MEETING OR EXCEEDING DEPARTMENT OF HEALTH REQUIREMENTS.
C. ASTM A615 - SPECIFICATION FOR DEFORMED AND PLAIN BILLET STEEL BARS FOR CONCRETE REINFORCEMENT.	1.08 REGULATORY REQUIREMENTS
D. ASTM C31 - PRACTICE FOR MAKING AND CURING CONCRETE TEST SPECIMENS IN THE FIELD.	A.
E. ASTM C33 - SPECIFICATION FOR CONCRETE AGGREGATES.	ALL APPLICABLE LOCAL BUILDING AND HEALTH CODES.
F. ASTM C39 - TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS.	B.
G. ASTM C94 - SPECIFICATION FOR READY-MIXED CONCRETE.	DEPARTMENT OF PUBLIC HEALTH SWIMMING POOL CODE.
H. ASTM C143 - TEST METHOD FOR SLUMP OF HYDRAULIC CEMENT CONCRETE.	1.09 REQUIRED PERMITS
I. ASTM C150 - SPECIFICATION FOR PORTLAND CEMENT.	A.
J. ASTM C172 - METHOD OF SAMPLING FRESHLY MIXED CONCRETE.	DEPARTMENT OF PUBLIC HEALTH BY AQUATIC ENGINEER/OWNER.
K. ASTM C231 - TEST METHOD FOR AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD.	B.
L. ASTM C260 - SPECIFICATION FOR AIR ENTRAINING ADMIXTURES FOR CONCRETE.	COUNTY AND LOCAL DEPARTMENTS OF PUBLIC HEALTH BY AQUATIC ENGINEER/OWNER.
M. ASTM C494 - SPECIFICATION FOR CHEMICALS ADMIXTURES FOR CONCRETE.	1.10 DELIVERY, STORAGE AND HANDLING
N. CRSI - CONCRETE REINFORCING STEEL INSTITUTE - MANUAL OF PRACTICE.	A.
1.04 DEFINITIONS	DELIVER, STORE, PROTECT AND HANDLE PRODUCTS TO SITE UNDER PROVISIONS OF SPECIFICATIONS.
A. THE TERM "POOL" AS USED IN THIS SECTION SHALL REFER TO THE SPRAY PAD.	B.
B. THE TERM "CONCRETE" AS USED IN THIS SECTION SHALL REFER TO CONCRETE POOL CONSTRUCTION ONLY.	DELIVER ALL MATERIALS AND EQUIPMENT TO THE WORK SITE IN ORIGINAL PACKAGES FULLY IDENTIFIED, WITH MANUFACTURER'S LABEL. STORE OFF GROUND AND PROTECT FORM WEATHER WITH A SUITABLE COVERING.
C. THE TERM "AQUATIC ENGINEER" AS USED IN THIS SECTION SHALL REFER TO THE POOL DESIGN ONLY.	C.
1.05 SYSTEM DESCRIPTION	DELIVER CEMENTITIOUS MATERIALS TO SITE IN MANUFACTURER'S STANDARD PACKAGES. IMMEDIATELY UPON DELIVERY TO WORK SITE, STORE IN WATERPROOF SHEDS. NO CEMENTITIOUS OR OTHER MATERIAL THAT HAS BECOME CAKED OR HARDENED WILL BE PERMITTED IN THE WORK.
A. PROVIDE ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION OF THE NEW SPRAY PAD ADDITION. THE ABOVE WILL BE COMPLETE WITH ALL EQUIPMENT AS INDICATED ON THE CONSTRUCTION DOCUMENTS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODES.	1.11 WARRANTIES
1.06 SUBMITTALS	A.
A. PRODUCT DATA: PROVIDE MANUFACTURER'S / INSTALLER'S WRITTEN INSTALLATION INSTRUCTIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:	WARRANTY: PROVIDE ONE (1) YEAR WARRANTY COVERING ALL WORKMANSHIP, MATERIALS AND EQUIPMENT.
1. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL COMPLETE LISTS, INCLUDING DESCRIPTIONS, CATALOG CUTS, ETC., AND WHERE APPLICABLE DIMENSIONED SHOP DRAWINGS OF ALL MATERIAL, AND EQUIPMENT TO BE FURNISHED AND INSTALLED UNDER THIS SPECIFICATION. SUBMITTAL SHALL ADEQUATELY AND COMPLETELY DESCRIBE THE EQUIPMENT, INCLUDING WHERE NECESSARY OR REQUESTED COMPLETE PERFORMANCE DATA, ALL ACCESSORY AND AUXILIARY EQUIPMENT, AND ALL PERTINENT DETAILS OF MANUFACTURE.	B.
B. GUARANTEES/WARRANTIES: SUBMIT GUARANTEES / WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:	ALL STANDARD MANUFACTURER'S WARRANTIES SHALL APPLY TO ALL EQUIPMENT AND PRODUCTS PROVIDED BY THIS SUBCONTRACTOR.
1. STANDARD ONE (1) YEAR.	PART 2 - PRODUCTS
C. MAINTENANCE MANUALS: SUBMIT MAINTENANCE DATA INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:	2.01 CONCRETE MATERIALS
1. SUBMIT THREE (3) COPIES AT COMPLETION OF THE PROJECT.CONTRACTOR SHALL DELIVER THREE (3) COMPLETE SETS OF MAINTENANCE INSTRUCTIONS FOR ALL COMPONENT EQUIPMENT TO THE OWNER, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:	A.
	PORTLAND CEMENT: ASTM C150, TYPE I.
	B.
	COARSE AGGREGATE: REFER TO ASTM C33.
	C.
	SAND: REFER TO ASTM C33.
	D.
	ADD MIXTURES:
	1. AIR ENTRAINING: REFER TO ASTM C260.
	2. WATER REDUCING: REFER TO ASTM C494, TYPE A OR D.
	2.03 GUN GRADE SEALANTS
	A.
	JUST PRIOR TO INSTALLING THE JOINT SEALANT, THE JOINT CAVITY SHALL BE CLEANED BY SAND BLASTING OR POWER WIRE BRUSHING. INSTALL BOND BREAKER TAPE PER MANUFACTURER'S INSTRUCTIONS.
	B.
	AFTER THE JOINTS HAVE BEEN PREPARED AS DESCRIBED ABOVE, THE JOINT SEALANT SHALL BE APPLIED. THE PRIMER, IF REQUIRED, AND JOINT SEALANT SHALL BE APPLIED ONLY WITH THE EQUIPMENT AND METHOD RECOMMENDED BY THE JOINT SEALANT MANUFACTURER.
	C.
	NON-SUBMERGED SEALANTS: VULKEM 45, AS MANUFACTURED BY TREMCO, BEACHWOOD, OHIO, OR APPROVED EQUAL.

SPECIFICATION	
PART 3 - EXECUTION	
3.01 CAST-IN-PLACE REINFORCED CONCRETE	H.
A. GENERAL: THIS OF THE SPECIFICATION COVERS THE FURNISHINGS OF ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND THE PERFORMANCE OF ALL WORK AND SERVICES NECESSARY OR INCIDENTAL TO FURNISH AND PLACE ALL CONCRETE NECESSARY FOR A CONCRETE REINFORCED CAST-IN-PLACE POOL AS SHOWN ON THE CONTRACT DOCUMENTS, AND COMPLETELY COORDINATED WITH THE WORK OF ALL OTHER TRADES.	FORMS: CONSTRUCT FORMS ACCURATELY TO DIMENSIONS AND ELEVATIONS REQUIRED AND TO BE STRONG AND UNYIELDING. CONSTRUCT FORMS WITH TIGHT JOINTS TO PREVENT THE ESCAPE OF MORTAR AND TO AVOID THE FORMATION OF FINS. BRACE AS REQUIRED TO PREVENT DISTORTION DURING CONCRETE PLACEMENT.
B. MATERIALS:	I.
1. CONCRETE SHALL BE READY-MIXED CONFORMING TO ASTM C 94 AND THESE SPECIFICATIONS. PORTLAND CEMENT SHALL BE TYPE IA. THE USE OF NON-AGITATING EQUIPMENT WILL NOT BE ALLOWED.	PLACING REINFORCING STEEL: PLACE REINFORCING STEEL IN CONFORMANCE WITH THE INFORMATION ON THE CONTRACT DOCUMENTS AND CRS1 RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS, EXCEPT AS MODIFIED HEREIN. MINIMUM LENGTH OF SPLICES SHALL BE AS SHOWN IN TABLE ON CONTRACT DRAWINGS. TIE SPLICES WITH 18-GAUGE ANNEALED WIRE AS SPECIFIED IN THE REFERENCED CRSI STANDARD.
2. CONCRETE SHALL BE AGITATED BY AT LEAST 70 REVOLUTIONS OF THE MIXING DRUM NOT BY MORE THAN 270 REVOLUTIONS. CONCRETE SHALL BE PLACED WITHIN 1 1/2 HOURS AFTER THE CEMENT HAS BEEN ADDED TO THE MIX. A DELIVERY TICKET SHALL BE FURNISHED TO THE LANDSCAPE ARCHITECT / ENGINEER WITH THE FOLLOWING INFORMATION:	J.
a. NAME OF CONCRETE FIRM	PLACING CONCRETE: PRIOR TO PLACING CONCRETE, REMOVE WATER FROM EXCAVATION AND ALL DEBRIS AND FOREIGN MATERIAL FROM FORMS. CHECK THE REINFORCING STEEL FOR PROPER PLACEMENT AND CORRECT ANY DISCREPANCIES.
b. SERIAL NUMBER OF TICKET	K.
c. DATE	PLACE CONCRETE AS SOON AS POSSIBLE AFTER LEAVING MIXER, WITHOUT SEGREGATION OR LOSS OF INGREDIENTS. WITHOUT SPLASHING FORMS OR STEEL ABOVE. THE VERTICAL DROP TO FINAL PLACEMENT SHALL NOT EXCEED 6 FEET. PLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, EXCEPT AS MODIFIED HEREIN.
d. TRUCK NUMBER	L.
e. SPECIFIC CLASS OF CONCRETE	DO NOT PLACE CONCRETE WHEN THE AMBIENT TEMPERATURE IS BELOW 40 DEGREES F AND FALLING, WITHOUT SPECIAL PROTECTION AS APPROVED BY THE AQUATIC ENGINEER. ANY CONCRETE DAMAGED BY FREEZING SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
f. AMOUNT OF CONCRETE	M.
g. TIME LOADED	COMPACTION: APPLY APPROVED VIBRATOR AT POINTS SPACED NOT FARTHER APART THAN VIBRATOR'S EFFECTIVE RADIUS. APPLY CLOSE ENOUGH TO FORMS TO VIBRATE SURFACE EFFECTIVELY BUT NOT DAMAGE FORM SURFACES. VIBRATE CONCRETE BECOMES UNIFORMLY PLASTIC. VIBRATOR MUST PENETRATE THE FRESH PLACED CONCRETE AND INTO THE PREVIOUS LAYER OF FRESH CONCRETE BELOW.
h. WATER ADDED	N.
i. TIME UNLOADED	CONSTRUCTION JOINTS/EXPANSION JOINTS: LOCATE AS SHOWN OR AS APPROVED IN WRITING BY LANDSCAPE ARCHITECT / ENGINEER. CAULK ALL EXPANSION JOINTS WITH POLYURETHANE CAULK.
j. REVOLUTIONS OF MIXING DRUM LOGGED	O.
3. MINIMUM ALLOWABLE 28-DAY COMPRESSIVE FIELD STRENGTH SHALL BE 4000 PSI WHEN CURED AND TESTED IN CONFORMANCE WITH ASTM C31 AND C39. SIZE OF COARSE AGGREGATE SHALL BE 3/4" WITH NO FINES. APPROVAL OF OTHER AGGREGATE GRADATIONS MUST BE RECEIVED IN WRITING BEFORE US ON THE PROJECT.	FINISHING:
4. SLUMP RANGE SHALL BE 2" TO 5" AND THE AIR ENTRAINMENT BETWEEN 4% AND 6% BY THE WATER-CEMENT RATION SHALL NOT EXCEED .49 BY WEIGHT AND THE MINIMUM CEMENT CONTENT SHALL BE 517 POUNDS PER CUBIC YARD. SUBMIT COMPLETE DATA ON THE CONCRETE MIX FOR APPROVAL IN CONFORMANCE WITH THE REQUIREMENTS OF ASTM C94.	1. SCREED SURFACES OF FLOOR SLABS TO TRUE LEVEL PLANES. AFTER THE INITIAL WATER HAS BEEN ABSORBED, FLOAT AND TROWEL WITH A STEEL TROWEL TO A SMOOTH FINISH FREE FROM TROWEL MARKS. PROVIDE NON-SLIP LIGHT BROOM FINISH ON FLOOR SLABS.
5. FINE AGGREGATES: CONFORM TO ASTM C33. MATERIALS FINER THAN THE 200 SIEVE SHALL NOT EXCEED .5%.	2. DO NOT ABSORB WET SPOTS WITH NEAT CEMENT.
C. REINFORCING STEEL: PROVIDE DEFORMED BARS OF SIZES SHOWN ON THE CONTRACT DOCUMENTS.	P.
1. PROVIDE CONCRETE BLOCKS OF SAME STRENGTH AS THE CONCRETE MIX TO SUPPORT REINFORCING BARS. DO NOT USE BROKEN CONCRETE BRICK OR STONE.	REMOVAL OF FORMS: REMOVE AFTER CONCRETE HAS SET SUFFICIENTLY TO CARRY THE DEAD LOAD AND CONSTRUCTION LOAD. IT HAS TO SUSTAIN AND WHEN APPROVED BY THE AQUATIC ENGINEER. REMOVE FORMS WITH CARE TO PREVENT SCARRING AND DAMAGING THE SURFACE.
D. FORM. MATERIALS SHALL PRODUCE TIGHT FORMS AND AN ACCEPTABLE FINISH, CONFORM TO ACI 301-84 CHAPTER 10; 10.2.2 SMOOTH FORM FINISH.	Q.
E. FORM TIES:	FINISHING FORMED SURFACES:
1. FORM TIES SHALL BE CONSTRUCTED SO THAT THE TIE REMAINS EMBEDDED IN THE WALL, EXCEPT FOR A REMOVABLE PORTION AT EACH END. FORM TIES SHALL HAVE CONICAL OR SPHERICAL TYPE INSERTS. INSERTS SHALL BE FIXED SO THAT THEY REMAIN IN CONTACT WITH FORMING MATERIAL, AND SHALL BE CONSTRUCTED SO THAT NO METAL IS WITHIN 1" OF THE CONCRETE SURFACE WHEN TIES WILL NOT BE PERMITTED. TIES SHALL WITHSTAND ALL PRESSURES AND LIMIT DEFLECTION OF FORMS TO ACCEPTABLE LIMITS.	1. AREAS NOT SUBJECT TO WATER: CUT OUT ALL HONEYCOMBED AND DEFECTIVE AREAS, CUT EDGES PERPENDICULAR TO SURFACE AT LEAST 1 INCH DEEP. NO FEATHER EDGE ALLOWED, AND PATCH. USING BONDING AGENT FILL HOLES FLUSH WITH CEMENT MORTAR COMPOSED OF 1 PART CEMENT AND 2 PARTS SAND. RUB SURFACE WITH WOOD FLOAT AND BURLAP. KEEP PATCHES DAMP FOR A MINIMUM OF 7 DAYS. FILL ALL FORM TIE HOLES IN SAME MANNER.
2. FLAT BAR TIES FOR PANEL FORMS SHALL HAVE PLASTIC OR RUBBER INSERTS HAVING A MINIMUM DEPTH OF 1" AND SUFFICIENT DIMENSIONS TO PERMIT PROPER PATCHING OF THE TIE HOLD.	a.
F. CONCRETE ADD MIXTURES: AIR-ENTRAINING ADMIXTURE: PROVIDE AIR-ENTRAINING ADMIXTURE IN ALL CONCRETE. ADMIXTURE SHALL CONFORM TO ASTM C260, EXCEPT IT SHALL BE NONTOXIC AFTER 30 DAYS, AND SHALL CONTAIN NO CHLORIDES. FURNISH MANUFACTURER'S COMPLIANCE STATEMENT FOR THESE REQUIREMENTS TO LANDSCAPE ARCHITECT / ENGINEER FORTY (40) DAYS PRIOR TO USE.	UPCON HIGH FLOW, THE UPKO COMPANY, CLEVELAND, OHIO, MASTER FLOW 713, THE MASTER BUILDER COMPANY, CLEVELAND, OHIO, CRYSTEX, L & M CONSTRUCTION CHEMICALS, INC., OMAHA, NEBRASKA.
G. WATER-REDUCING ADMIXTURES: ALL CONCRETE SHALL CONTAIN A WATER-REDUCING ADMIXTURE. THE ADMIXTURE SHALL CONFORM TO ASTM C 494, TYPE A OR TYPE D, EXCEPT IT SHALL CONTAIN NO CHLORIDES. SHALL BE NONTOXIC AFTER 30 DAYS, AND SHALL BE COMPATIBLE WITH THE AIR-ENTRAINING ADMIXTURES. THE AMOUNT OF ADMIXTURE ADDED TO THE CONCRETE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. FURNISH A COMPLIANCE STATEMENT THAT THE ADMIXTURE USED SATISFIES ALL REQUIREMENTS OF THIS SPECIFICATION TO LANDSCAPE ARCHITECT / ENGINEER FORTY (40) DAYS PRIOR TO USE.	3. THE GROUT USED SHALL BE CURED AS RECOMMENDED BY GROUT MANUFACTURER.
	4. AS SOON AS FORMS ARE REMOVED, REMOVE FINS OR PROJECTIONS FROM SURFACE OF EXPOSED AREAS AND RUB SURFACES WITH WOOD FLOAT OR BURLAP SACK TO PROVIDE A UNIFORM SURFACE TEXTURE. FINISH SHALL CONFORM TO ACI 301. CHAPTER 10, 2.2: SMOOTH FORM FINISH.

SPECIFICATION	
R.	PROTECTION AND CURING: PROTECT FRESH CONCRETE FROM DIRECT RAYS OF THE SUN, DRYING WINDS, AND WASH BY RAIN. WET CURE SHALL BE USED CONFORMING TO ACI 308. KEEP CONCRETE SLABS CONTINUOUSLY WET FOR A 7-DAY PERIOD. INTERMITTENT WETTING IS NOT ACCEPTABLE. ANY PRODUCT USED SHALL BE COMPATIBLE WITH PAINT BOND REQUIREMENTS.
3.03 DECK, CLEANING AND SAFETY EQUIPMENT	
A.	INSTALL ALL DECK, CLEANING, AND SAFETY EQUIPMENT IN COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS; AS REQUIRED BY ILLINOIS DEPARTMENT OF PUBLIC HEALTH, AND ANY OTHER AUTHORITIES WITH JURISDICTION, AND AS APPROVED BY LANDSCAPE ARCHITECT/ENGINEER.
3.04 TESTING/FIELD QUALITY CONTROL	
A.	THIS SECTION REQUIRES THE FOLLOWING TESTS TO BE PERFORMED BY THE CONTRACTOR.
B.	CONCRETE: TEST TO MEASURE SLUMP, ENTRAINED AIR CONTENT AND COMPRESSIVE STRENGTH SHALL BE CONDUCTED BY INDEPENDENT TESTING LABORATORY OF THE CONTRACTOR
1. COMPRESSIVE STRENGTH TEST: PROVIDE MINIMUM OF 4 TEST CYLINDERS PER 50 CUBIC YARD OR FRACTION THEREOF FOR EACH CLASS OF CONCRETE POURED EACH DAY. COMPLY WITH ACI-318, SUB-SECTION 4.3 (SAMPLES SECURED - ASTM C172. CYLINDERS PREPARED AND CURED - ASTM C31, AND TESTED -ASTM C39). IDENTIFY SAMPLES, MOIST CURE AT 70 DEGREES F FOR FIVE DAYS AND SHIP SAMPLES TO THE LABORATORY.	
2. SLUMP AND AIR CONTENT TESTS: PERFORM THESE TESTS ON CONCRETE FROM THE SAME BATCH AS SAMPLED FOR STRENGTH TESTS AND WHENEVER THERE IS CONSISTENCY OF CONCRETE. SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C143. AIR CONTENT TESTS SHALL BE MADE IN ACCORDANCE WITH ASTM C231. IF MEASURED SLUMP OR AIR CONTENT FALLS OUTSIDE SPECIFIED LIMITS, CHECK SHALL BE MADE IMMEDIATELY ON ANOTHER PORTION OF SAME SAMPLE. IN EVENT OF A SECOND FAILURE, CONCRETE SHALL NOT BE USED.	
3. COMPLIANCE:	
a.	AVERAGE OF ANY THREE CONSECUTIVE STRENGTH TESTS FOR EACH CLASS OF CONCRETE SHALL BE EQUAL TO OR GREATER THAN SPECIFIED STRENGTH, AND NO INDIVIDUAL TEST SHALL FALL MORE THAN 500 PSI BELOW SPECIFIED STRENGTH.
b.	WHEN TESTS RESULTS ARE BELOW SPECIFIED REQUIREMENTS OR WHEN TESTS OF FIELD CURED CYLINDERS INDICATE DEFICIENCIES IN PROTECTION AND CURING, LANDSCAPE ARCHITECT/ENGINEER MAY REQUIRE ADDITIONAL TESTS IN ACCORDANCE WITH ACI-318, SUBSECTION 4.3.
3.05 CLEAN UP AND PROTECTION	
A.	AFTER WORK OF THIS SECTION HAS BEEN COMPLETED, CLEAN-UP WORK AREAS AND REMOVE ALL EQUIPMENT EXCESS MATERIALS AND DEBRIS. PROTECT POOL FROM DAMAGE UNTIL TIME OF FINAL ACCEPTANCE. REMOVE AND REPLACE FINISHES WHICH ARE CHIPPED, CRACKED, ABRADED, IMPROPERLY ADHERED, OR OTHERWISE DAMAGED.

GENERAL NOTES	
1. ILLINOIS SWIMMING POOL CODE APPLICABLE	
2. ILLINOIS PLUMBING CODE APPLICABLE	
3. NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC	
4. REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.	
5. REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.	
SCOPE BY OTHER CONSULTANTS	
1. SPLASH PAD AREA BARRIERS	
2. SPLASH PAD AREA ENTRANCES AND HARDWARE	
3. SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE	
5. SPLASH PAD DECK HOSE BIBBS	
6. SPLASH PAD DRINKING FOUNTAIN	
7. SPLASH PAD BONDING	
8. SPLASH PAD AREA LIGHTING AND ELECTRICAL	
9. EMERGENCY PHONE	
10. EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS	
11. EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN	
12. EQUIPMENT ROOM HOSE BIBB	
13. EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC.	
14. EQUIPMENT ROOM BONDING	
15. SPLASH PAD MAKE-UP FRESH WATER SUPPLY	
16. SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE	
17. BATHER PREPARATION FACILITIES OR REQUIREMENTS	
18. SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS	
19. SPLASH PAD SIGNAGE LOCATIONS	
NEW RESERVOIR DATA	
VOLUME:	4,220 GAL.
DESIGN FLOW RATE:	50 G.P.M.
TURNOVER RATE:	87 MINUTES



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko

Community Park
Spray N' Play
Renovation

PROJECT TEAM



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REVISIONS

ISSUED FOR BID

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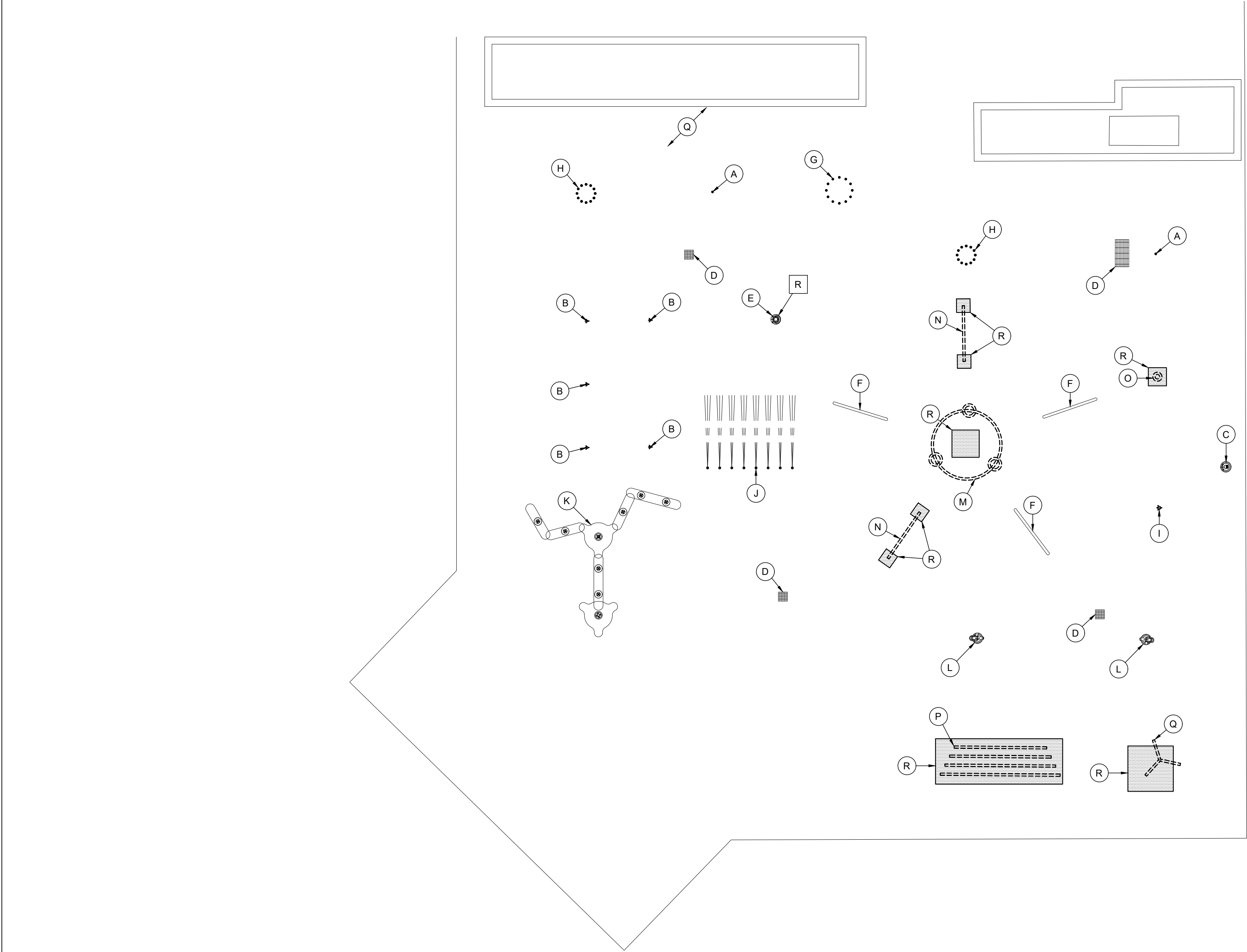
SHEET TITLE

SPECIFICATIONS

SHEET NUMBER

AQ1.2

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GENERAL NOTES

1. ILLINOIS SWIMMING POOL CODE APPLICABLE
2. ILLINOIS PLUMBING CODE APPLICABLE
3. NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC
4. REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.
5. REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.

SCOPE BY OTHER CONSULTANTS

1. SPLASH PAD AREA BARRIERS
2. SPLASH PAD AREA ENTRANCES AND HARDWARE
3. SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE
5. SPLASH PAD DECK HOSE BIBBS
6. SPLASH PAD DRINKING FOUNTAIN
7. SPLASH PAD BONDING
8. SPLASH PAD AREA LIGHTING AND ELECTRICAL
9. EMERGENCY PHONE
10. EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS
11. EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN
12. EQUIPMENT ROOM HOSE BIBB
13. EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC.
14. EQUIPMENT ROOM BONDING
15. SPLASH PAD MAKE-UP FRESH WATER SUPPLY
16. SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE
17. BATHER PREPARATION FACILITIES OR REQUIREMENTS
18. SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS
19. SPLASH PAD SIGNAGE LOCATIONS

KEY NOTES

- A. EXISTING GUSHER TO REMAIN.
- B. EXISTING GEYSER NO.1 TO REMAIN.
- C. EXISTING ACTIVATOR NO.3 TO REMAIN.
- D. EXISTING DECK DRAIN TO REMAIN.
- E. EXISTING SPIRAL COLUMN TO REMAIN.
- F. EXISTING ARCH TO REMAIN.
- G. EXISTING CYLINDER SPRAY TO REMAIN.
- H. EXISTING DONUT SPRAY TO REMAIN.
- I. EXISTING MAGIC MIST NO.2 TO REMAIN.
- J. EXISTING WATER TUNNEL NO.1 TO REMAIN.
- K. EXISTING BERNOULLI PLAY FEATURE TO REMAIN.
- L. EXISTING SPRAY CANNON TO REMAIN.
- M. REMOVE AND DISPOSE OF EXISTING RAIN BUCKET PLAY FEATURE AND CONCRETE BASE. EXISTING SUPPLY PIPE TO REMAIN, PROTECT AS REQUIRED.
- N. REMOVE AND DISPOSE OF EXISTING RED ARCH PLAY FEATURE, FEATURE CONNECTION FLANGE AND CONCRETE AS REQUIRED. CAP AND ABANDON SUPPLY PIPE IN-PLACE.
- O. REMOVE AND DISPOSE OF EXISTING RISING FLAG PLAY FEATURE, FEATURE CONNECTION FLANGE AND CONCRETE AS REQUIRED. CAP AND ABANDON SUPPLY PIPE IN-PLACE.
- P. REMOVE AND DISPOSE OF EXISTING RAINBOW PLAY FEATURE AND CONCRETE BASE. EXISTING SUPPLY PIPE TO REMAIN, PROTECT AS REQUIRED.
- Q. REMOVE AND DISPOSE EXISTING WATER TRIO PLAY FEATURE AND CONCRETE BASE. EXISTING SUPPLY PIPE TO REMAIN, PROTECT AS REQUIRED.
- R. REMOVE AND DISPOSE OF EXISTING CONCRETE SPLASH PAD.



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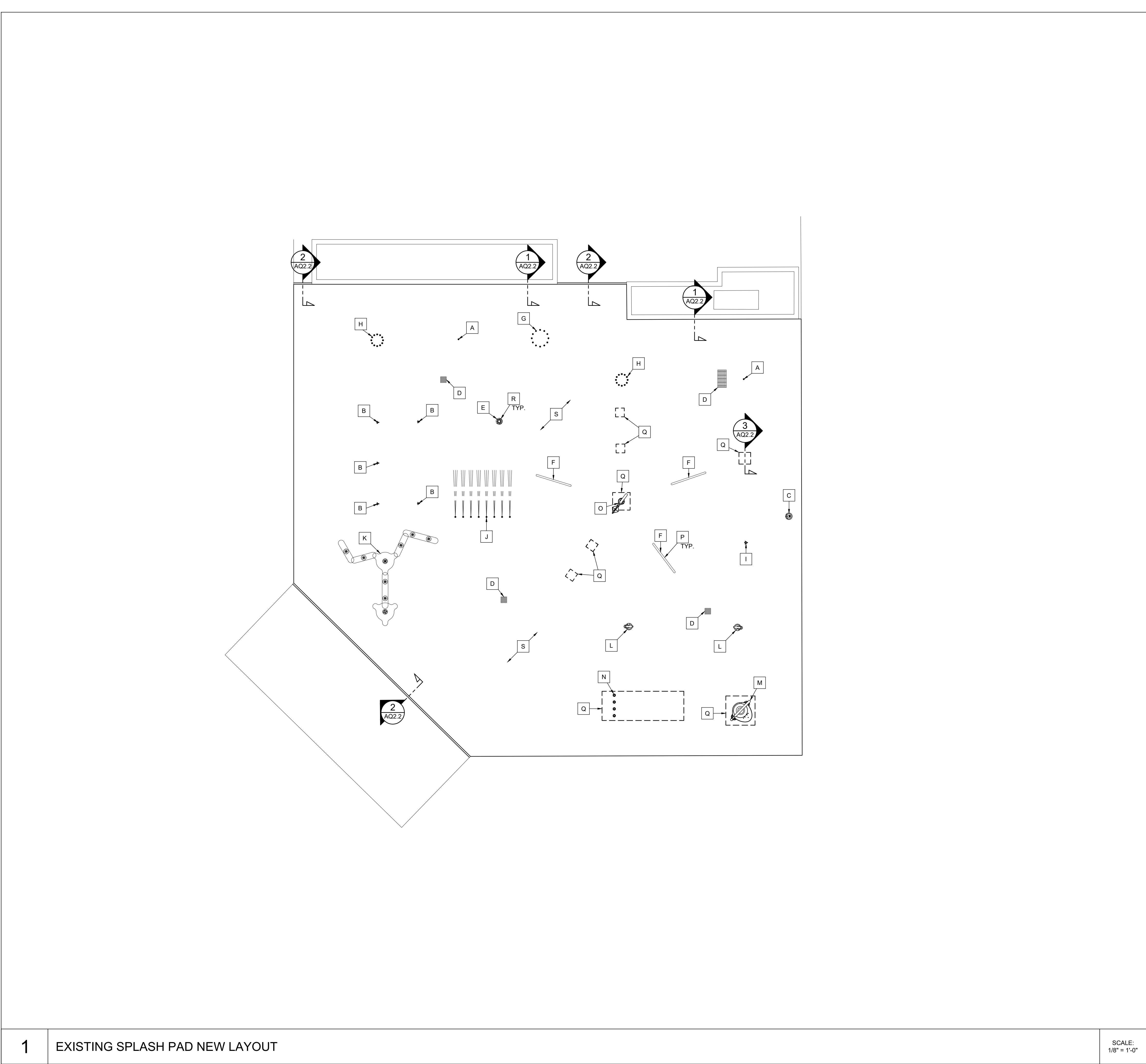
SHEET TITLE

EXISTING
SPLASH PAD
LAYOUT

SHEET NUMBER

AQ2.0

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GENERAL NOTES

- ILLINOIS SWIMMING POOL CODE APPLICABLE
- ILLINOIS PLUMBING CODE APPLICABLE
- NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC
- REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.
- REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.

SCOPE BY OTHER CONSULTANTS

- SPLASH PAD AREA BARRIERS
- SPLASH PAD AREA ENTRANCES AND HARDWARE
- SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE
- SPLASH PAD DECK HOSE BIBBS
- SPLASH PAD DRINKING FOUNTAIN
- SPLASH PAD BONDING
- SPLASH PAD AREA LIGHTING AND ELECTRICAL
- EMERGENCY PHONE
- EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS
- EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN
- EQUIPMENT ROOM HOSE BIBB
- EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC.
- EQUIPMENT ROOM BONDING
- SPLASH PAD MAKE-UP FRESH WATER SUPPLY
- SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE
- BATHER PREPARATION FACILITIES OR REQUIREMENTS
- SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS
- SPLASH PAD SIGNAGE LOCATIONS

KEY NOTES

- # →
- EXISTING GUSHER
 - EXISTING GEYSER NO.1
 - EXISTING ACTIVATOR NO.3
 - EXISTING DECK DRAIN. PROVIDE LIFE/FLOOR TRANSITION STRIP AROUND EACH DRAIN
 - EXISTING SPIRAL COLUMN
 - EXISTING ARCH
 - EXISTING CYLINDER SPRAY
 - EXISTING DONUT SPRAY
 - EXISTING MAGIC MIST NO. 2
 - EXISTING WATER TUNNEL NO.1
 - EXISTING BERNOULLI PLAY FEATURE
 - EXISTING SPRAY CANNON
 - NEW TWIN SPLASH PLAY FEATURE BY VORTEX, MODEL# VOR7242, FLOW RATE: 12 G.P.M., CONNECT TO EXISTING SUPPLY PIPE.
 - NEW SPRAYLINK TUNNEL NO.1 PLAY FEATURE BY VORTEX, MODEL# VOR3054, FLOW RATE: 4 G.P.M., CONNECT TO EXISTING SUPPLY PIPE
 - NEW FLOWER NO.7 PLAY FEATURE BY VORTEX, MODEL# VOR7559, FLOW RATE: 4 G.P.M.
 - REPAINT ALL EXISTING PLAY FEATURES, COLOR BY OWNER.
 - NEW LIGHT-BROWN SLIP-RESISTANT CONCRETE. SLOPE NEW CONCRETE MIN. 1" IN 10'. SEE DETAIL #3 OF AQ2.2.
 - CONTRACTOR SHALL CUT NEW LIFE/FLOOR SAFETY SURFACE AROUND EACH FEATURE AND APPLY WATERPROOF BOND BETWEEN THE SUBSTRATE AND UNDERSIDE OF THE TILES.
 - 3/8" SLIP-RESISTANT SAFETY SURFACE BY LIFE/FLOOR. COLORS: BY OTHERS.



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ISSUED FOR BID
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PROJECT NUMBER
1055B

SHEET TITLE

EXISTING
SPLASH PAD
NEW LAYOUT

SHEET NUMBER

AQ2.1

NOTE:
CONTRACTOR SHALL CUT NEW LIFELOOR SAFETY SURFACE AROUND EACH FEATURE AND APPLY WATERPROOF BOND BETWEEN THE SUBSTRATE AND UNDERSIDE OF THE TILES.

1

SPLASH PAD AND PLANTER EDGE DETAIL

SCALE:
1" = 1'-0"

NOTE:
THE NEW SPLASH PAD FLOOR CONSTRUCTION TO BE MINIMUM 4,000 P.S.I. POURED CONCRETE AND Fy=60 K.S.I. STEEL.

2

SPLASH PAD AT DECK EDGE DETAIL

SCALE:
1" = 1'-0"

NOTE:
THE NEW SPLASH PAD FLOOR CONSTRUCTION TO BE MINIMUM 4,000 P.S.I. POURED CONCRETE AND Fy=60 K.S.I. STEEL.

3

TYPICAL CONCRETE REPLACEMENT DETAIL

SCALE:
1" = 1'-0"

GENERAL NOTES

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- ILLINOIS PLUMBING CODE APPLICABLE
- NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC
- REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.
- REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.

SCOPE BY OTHER CONSULTANTS

- SPLASH PAD AREA BARRIERS
- SPLASH PAD AREA ENTRANCES AND HARDWARE
- SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE
- SPLASH PAD DECK HOSE BIBBS
- SPLASH PAD DRINKING FOUNTAIN
- SPLASH PAD BONDING
- SPLASH PAD AREA LIGHTING AND ELECTRICAL
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- SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE
- BATHER PREPARATION FACILITIES OR REQUIREMENTS
- SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS
- SPLASH PAD SIGNAGE LOCATIONS

NEW RESERVOIR DATA

VOLUME:	4,220 GAL.
DESIGN FLOW RATE:	50 G.P.M.
TURNOVER RATE:	87 MINUTES

EQUIPMENT TAGS



- FLOW METER
- HALO SYSTEM CONTROLLER (**EXISTING**)
- TWIN SPLASH
- SPRAYLINK TUNNEL NO. 1
- FLOWER NO. 7



Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
Mike Ryloko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Plainfield, Illinois 815-254-0091
uplandDesign.com

ARCHITECT:
Legat Architects
549 West Randolph Street, Suite 602
Chicago, IL 60661 P: 312-258-9595

CIVIL ENGINEER / SURVEYOR:
Mackie Consultants
9575 West Higgins Road, Suite 500
Rosemont, Illinois 60018 P: 847-696-1400

STRUCTURAL ENGINEER:
Larson Engineering
1488 Bond Street, Suite 100
Naperville, IL 60563 P: 630-357-0540

MEP ENGINEER:
AMSCO Engineering Inc.
5115 Belmont Rd # A
Downers Grove, IL 60515 P: 630-515-1555

AQUATIC ENGINEER:
WT Group
2675 Pratum Avenue
Hoffman Estates, IL 60192 P: 224-293-6333

REVISIONS

ISSUED FOR BID
23SEP2024

PROJECT NUMBER
1055B

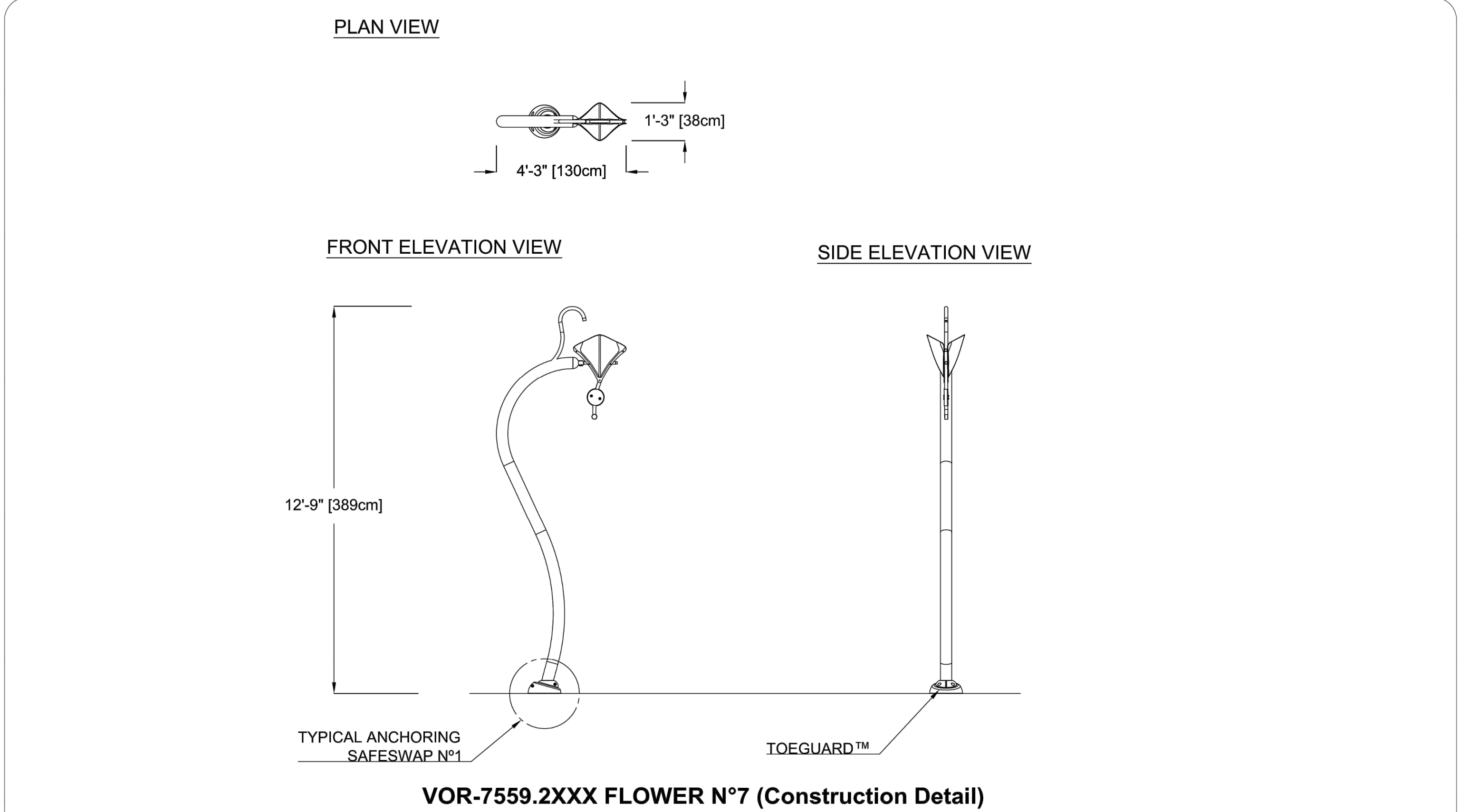
SHEET TITLE

SPLASH PAD
DETAILS

SHEET NUMBER

AQ2.2

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PRODUCT NAME:	FLOWER N°7	PRODUCT INFORMATION		
PRODUCT NUMBER:	VOR-7559.2XXX	DATE: 06/17/09	SHEET NO: 1/1	11"x17" SHEET SIZE



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Ideal age group: 2 years and up

VOR 7559 FLOWER N°7

PRODUCT HIGHLIGHTS

- Predict and anticipate when the dumping water flower will spill over
- Encourages communicative and interactive experiences
- Provides a visual experience by casting colorful shadows with the Seeflow™



1.877.586.7839 (free USA/CANADA)
+1.514.694.3868 (INTERNATIONAL)
info@vortex-intl.com • VORTEX-INTL.COM

GENERAL NOTES

1. ILLINOIS SWIMMING POOL CODE APPLICABLE
2. ILLINOIS PLUMBING CODE APPLICABLE
3. NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC
4. REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1.
5. REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.

SCOPE BY OTHER CONSULTANTS

1. SPLASH PAD AREA BARRIERS
2. SPLASH PAD AREA ENTRANCES AND HARDWARE
3. SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE
5. SPLASH PAD DECK HOSE BIBBS
6. SPLASH PAD DRINKING FOUNTAIN
7. SPLASH PAD BONDING
8. SPLASH PAD AREA LIGHTING AND ELECTRICAL
9. EMERGENCY PHONE
10. EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS
11. EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN
12. EQUIPMENT ROOM HOSE BIBB
13. EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC.
14. EQUIPMENT ROOM BONDING
15. SPLASH PAD MAKE-UP FRESH WATER SUPPLY
16. SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE
17. BATHER PREPARATION FACILITIES OR REQUIREMENTS
18. SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS
19. SPLASH PAD SIGNAGE LOCATIONS

NEW RESERVOIR DATA

VOLUME:	4,220 GAL.
DESIGN FLOW RATE:	50 G.P.M.
TURNOVER RATE:	87 MINUTES

EQUIPMENT TAGS



1. FLOW METER
2. HALO SYSTEM CONTROLLER (EXISTING)
3. TWIN SPLASH
4. SPRAYLINK TUNNEL NO. 1
5. FLOWER NO. 7



BUFFALO
GROVE
PARK
DISTRICT

Buffalo Grove Park District
530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT

Mike Rylko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



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REVISIONS

ISSUED FOR BID

23SEP2024

PROJECT NUMBER

1055B

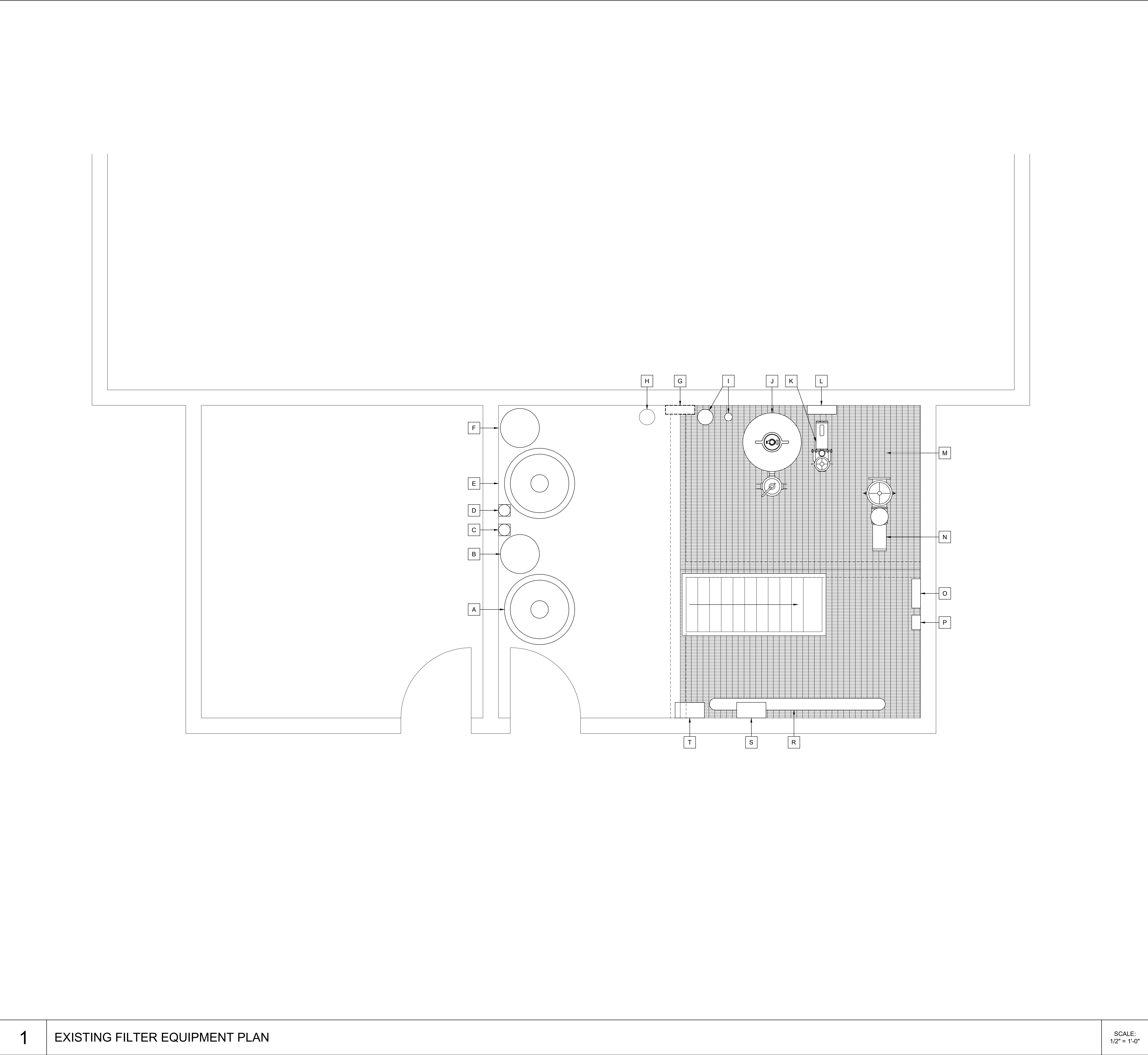
SHEET TITLE

SPLASH PAD FEATURE DETAILS

SHEET NUMBER

AQ2.4

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GENERAL NOTES	
1. ILLINOIS SWIMMING POOL CODE APPLICABLE 2. ILLINOIS PLUMBING CODE APPLICABLE 3. NATIONAL ELECTRICAL CODE APPLICABLE - 2008 NEC 4. REFER TO SPLASH PAD EQUIPMENT LIST ON SHEET AQ1.1. 5. REFER TO ELECTRICAL REQUIREMENTS ON SHEET AQ1.1.	
SCOPE BY OTHER CONSULTANTS	
1. SPLASH PAD AREA BARRIERS 2. SPLASH PAD AREA ENTRANCES AND HARDWARE 3. SPLASH PAD DECK DESIGN, SLOPES AND DRAINAGE 5. SPLASH PAD DECK HOSE BIBBS 6. SPLASH PAD DRINKING FOUNTAIN 7. SPLASH PAD BONDING 8. SPLASH PAD AREA LIGHTING AND ELECTRICAL 9. EMERGENCY PHONE 10. EQUIPMENT ROOM VENTILATION, LIGHTING AND PREVENTION OF UNAUTHORIZED ACCESS 11. EQUIPMENT ROOM FLOOR SLOPE, FINISH AND FLOOR DRAIN 12. EQUIPMENT ROOM HOSE BIBB 13. EQUIPMENT ROOM ELECTRICAL OUTLETS, SPLASH PAD EQUIPMENT BRANCH CIRCUIT SUPPLY, STARTERS / DISCONNECTS, ETC. 14. EQUIPMENT ROOM BONDING 15. SPLASH PAD MAKE-UP FRESH WATER SUPPLY 16. SPLASH PAD EQUIPMENT BACKWASH SANITARY RECEPTACLE 17. BATHER PREPARATION FACILITIES OR REQUIREMENTS 18. SPLASH PAD SAFETY AND MAINTENANCE EQUIPMENT LOCATIONS 19. SPLASH PAD SIGNAGE LOCATIONS	
NEW RESERVOIR DATA	
VOLUME: 4,220 GAL. DESIGN FLOW RATE: 50 G.P.M. TURNOVER RATE: 87 MINUTES	
KEY NOTES #	
A. EXISTING ACID STORAGE TANK TO REMAIN B. EXISTING ACID VENT TANK TO REMAIN C. EXISTING ACID METERING PUMP TO REMAIN D. EXISTING CHLORINE METERING PUMP TO REMAIN E. EXISTING CHLORINE STORAGE TANK TO REMAIN F. EXISTING CHLORINE VENT TANK TO REMAIN G. REMOVE AND SAVE EXISTING CHEMICAL CONTROLLER - RETURN TO OWNER H. EXISTING BACKWASH STAND PIPE TO REMAIN I. EXISTING FILL PIPE TO REMAIN AND EXISTING FLOAT VALVE TO BE REMOVED. J. EXISTING SAND FILTER TO REMAIN K. EXISTING FILTRATION PUMP TO REMAIN L. EXISTING FILTRATION PUMP STARTER/DISCONNECT TO REMAIN M. EXISTING GRATING ABOVE EXISTING RESERVOIR TO REMAIN N. EXISTING PLAY FEATURE PUMP TO REMAIN O. EXISTING PLAY FEATURE PUMP STARTER/DISCONNECT TO REMAIN P. EXISTING VARIABLE FREQUENCY DRIVE TO REMAIN Q. EXISTING GRATING ABOVE DRY PIT TO REMAIN R. EXISTING PLAY FEATURE MANIFOLD AND SUPPLY PIPES TO REMAIN S. EXISTING HALO TOTAL SYSTEM CONTROLLER TO REMAIN T. EXISTING VORTEX SEQUENCER CONTROL PANEL TO REMAIN	

PROJECT

Mike Rylko

Community Park

Spray N' Play

Renovation

PROJECT TEAM

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REVISIONS		

ISSUED FOR BID

23SEP2024

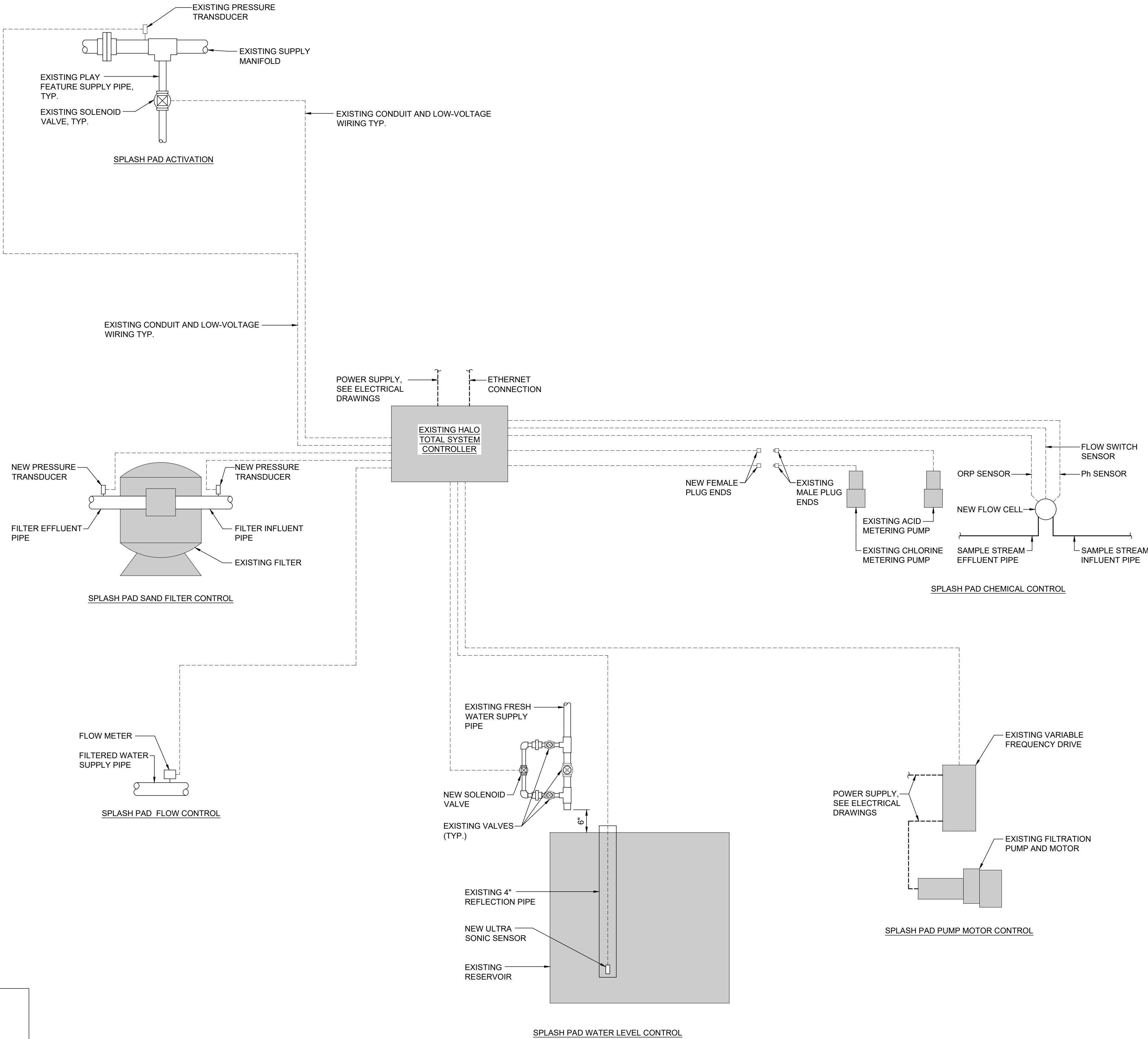
PROJECT NUMBER

1055B

SHEET TITLE

EXISTING FILTER

EQUIPMENT PLAN



LINE TYPE LEGEND

120V WIRING

24VAC WIRING

POWER SUPPLY AND ETHERNET CONNECTION

EXISTING EQUIPMENT

NOTES:

1. ALL LOW-VOLTAGE WIRING TO BE INSTALLED IN CONDUITS.

2. SEE ELECTRICAL REQUIREMENTS FOR ADDITIONAL INFORMATION.

GENERAL NOTES

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DESIGN FLOW RATE:	50 G.P.M.
TURNOVER RATE:	87 MINUTES



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530 Bernard Dr.
Buffalo Grove, IL 60089

PROJECT
Mike Rylko
Community Park
Spray N' Play
Renovation

PROJECT TEAM



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2675 Pratum Avenue
Hoffman Estates, IL 60192 P: 224-293-6333

REVISIONS

ISSUED FOR BID

23SEP2024

PROJECT NUMBER

1055B

SHEET TITLE

HALO SYSTEM
CONTROLLER
DIAGRAM

SHEET NUMBER

AQ3.1



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.i. O-2024-095

Ordinance Amending Title 5.20 Liquor Controls to Reserve a Class A Liquor License for Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar

Contacts

Liaison: President Smith

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending Title 5.20 Liquor Controls to reserve a Class A liquor license for Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar

Summary

Background

A Class A liquor license is reserved for Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar at 686 Buffalo Grove 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 Blackfish Rotary Sushi and Bar Class A



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. 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. of Section 5.20.130 shall provide as follows.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class A.</i>	
1. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
2. Leiserv, LLC d/b/a Bowlero—Buffalo Grove	350 McHenry Road
3. Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
4. Continental Restaurant, Inc.	782 S. Buffalo Grove Road
5. Eva's Mexican Restaurant, Inc.	205 Dundee Road
6. AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
7. Lake County Hospitality, LLC Franchisee of Wyndham Garden Inn	900 Lake Cook Road
8. Chanprung, LLC d/b/a Full Thai	1000 Weiland Road
9. Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
10. The Golf Lobby, LLC	312 Half Day Road
11. Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
12. Guzman Y Gomez Restaurants, LLC	120 McHenry Road
13. Ineozone Inc. d/b/a Kum Kang San Korean BBQ	1333 Dundee Road

14. La Presa Restaurant, Inc.	86 W. Dundee Road
15. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
16. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
17. Telugu Ruchulu of BG, LLC d/b/a Newabi Hyderabad House Biryani Place	228 McHenry Road
18. Paddock Lounge, LLC	301 Hastings Drive
19. TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
20. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
21. The Schwaben Center	301 Weiland Road
22. Sky Fitness Café, Inc. d/b/a Sky Spa & Sauna	1501 Busch Parkway
23. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
24. WJN Gold, LLC d/b/a WJ Golf	401 Half Day Road
25. Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
26. Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
27. Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar	686 Buffalo Grove Road

SECTION 2.

- A. A Class A liquor license is reserved for Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar at 686 Buffalo Grove 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: October 21, 2024

AGENDA ITEM 8.j. O-2024-096

Ordinance Authorizing Execution of a Contract with Compass Minerals America Inc., for Road Salt

Contacts

Liaison: Trustee Bocek

Staff: James Warnstedt

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of road salt from Compass Minerals America Inc in an amount not to exceed \$144,711.00

Summary

Recommendation

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Compass Minerals America, Inc. at a price not to exceed \$144,711.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

Background

The State of Illinois led a joint bid for road salt for the 2024-2025 snow season. Staff requested an order quantity of a minimum of 1400 tons and maximum of 2,100 tons for the 2024-2025 snow season. There were two companies that bid: Compass Minerals America and Morton Salt. The salt contract was awarded to Compass Minerals America Inc and is priced at \$68.91 per ton. This contract has no available extensions, and the State will rebid this contract next year.

Bidders	Cost Per Ton	1400 Tons	2100 Tons
Compass Minerals America, Inc.	\$68.91	\$96,474.00	\$144,711.00
Morton Salt Inc	\$74.53	\$104,342.00	\$156,513.00

In an effort to mitigate cost increases caused by uncertain demand throughout the region and provide supply chain security, staff has continued to multi-source suppliers through the Lake County Joint Bid and The State of Illinois Joint Bid for rock salt. Both contracts allow for a

minimum order of 80% and a maximum of 120% of the base tonnage (1,750 tons), as such, the Village can achieve savings by blending the orders to take advantage of the lower priced 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. Rock Salt State 2024-2025 Ordinance Draft
2. Executed Contract - Redacted- Compass P-71009





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH COMPASS MINERALS AMERICA INC., FOR ROAD SALT

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 purchase no more than 2100 tons of road salt from Compass Minerals America Inc at a price not to exceed \$144,711.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending 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

**STATE OF ILLINOIS
CONTRACT**

**Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71009**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71009

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109th St., Overland Park KS 66210
Signature: [REDACTED]	Phone: 800-323-1641
Printed Name: Ben Nichols	Fax: 913-338-7945
Title: Chief Sales Officer	Email: highwaygroup@compassminerals.com
Date: 17 June 2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	10/18/24
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 24-416CMS-BOSS4-R-218757
- Project Title: JPMC Rock Salt Bulk FY25
- Contract #: 24-416CMS-BOSS4-P-71009
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-42993
- BidBuy / Bulletin Publication Date: 05/21/24
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a Joint Purchase Master Contract (JPMC) for bulk rock salt to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will

document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from Vendor
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- c. **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.f.
- f. **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

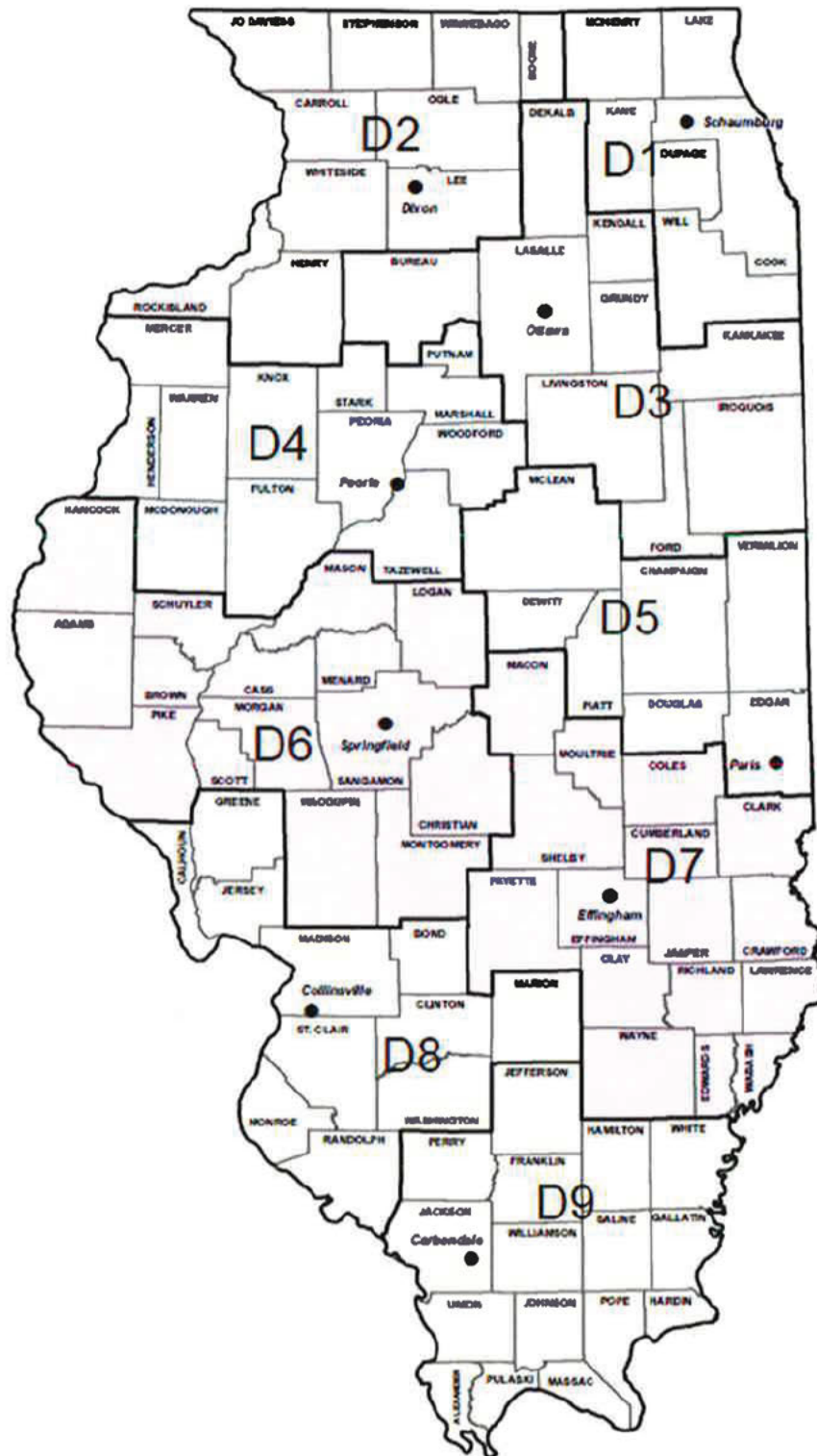
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units as defined in Section 5 of this Contract. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.1.100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.2.50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.f. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses

and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2025.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Illinois State Bid Subcontractors Totals for Handling and Hauling

				Solicitation		24-416CMS-BOSS4-B-42993 / JPMC Rock Salt Bulk, FY25	Forms A or B	Rec'd	
Service Depot	LM	Status	Status Date	Depot Spend	Freight & Fuel Spend	Vendor Addresses			
Chicago, IL	Victor								
Calumet Transload	Victor			\$425,456		10730 Burley Avenue, Chicago, IL 60617	Form B	X	
5 Star Hauling	Victor				\$1,552,888	14210 Kenton Ave, Crestwood, IL 60418	Form B	X	LOI
Garus Trucking	Victor				\$124,231	7264 W 21st Ave., Gary IN 46406	Form A	X	
Sunset	Victor				\$931,733	1320 S Virginia, Crystal Lake, IL 60014	Form B	X	
Truck King Hauling Contractors, Inc.	Victor				\$3,540,584	4600 W 48th St, Chicago, IL 60632	Form B	X	LOI
Commanche, IA	Andrew								
ADM	Andrew			\$19,414		1419 N Washington Blvd, Comanche, IA 52730	Form A	X	
ADM- Transport	Andrew				\$220,538	4666 Faries Parkway Decatur, IL 62526	Form A	X	
Louisiana, MO	Andrew								
Wayne B Smith	Andrew			\$12,768		10415 Hwy 79, Louisiana, MO 63353	Form B	X	
George Potterfield Trucking	Andrew				\$162,074	207 County Line Road, Monroe City, MO 63456	Form B	X	
Meredosia, IL	Andrew								
Meredosia Terminal	Andrew			\$0	\$0	Route 104 West of Bridge, Meredosia, IL 62665			
SMS	Andrew					520 N Webster, Jacksonville, IL 62650	Form B	X	
Metropolis, IL	Andrew								
Waterway Ag.	Andrew			\$8,442	\$122,894	208 Yasada Street, Metropolis, IL 62960	Form B	X	
Milwaukee, WI	Victor								
Compass Minerals	Brenda			\$104,444		2001 S Lincoln Memorial, Milwaukee, WI 53207	Form A	X	
Jung Bros	Victor				\$112,847		Form B	X	
Blume Trucking	Victor				\$169,270		Form B	X	
R&L Truck Service	Victor				\$169,270				
CLK Systems Inc	Victor				\$94,039	39882 N Mauser Dr Wadsworth, IL 60083	Form B	X	LOI
PI's Trucking	Victor				\$188,078	W125S9861 N Cape Road, Muskego, WI 53150	Form A	X	
Portland	Victor				\$150,463	98 E Shore Drive, Random Lake, WI 53075	Form B	X	
Sunset	Victor				\$451,388	1320 S Virginia, Crystal Lake, IL 60014	Form B	X	
Tonyan Bros.	Victor				\$169,270	5101 N Richmond Rd., Ringwood, IL 60072	Form A	X	
Zizzo's	Victor				\$376,156	3000 Sheridan Rd., Kenosha, WI 53140	Form B	X	
Mt. Vernon, IN	Shahzad								
Mulzer Crushed Stone	Shahzad			\$12,999		10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X	
Mulzer Crushed Stone	Shahzad				\$249,067	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X	
Peoria, IL - J&L	Shahzad								
J&L Dock	Shahzad			\$77,339		92 South St., Peoria, IL 61602	Form A	X	
Heinz Bros. Trucking	Shahzad				\$792,859	538 W Knoxville St, Brimfield, IL 61517	Form A	X	
St. Louis, MO (Beelman)	Andrew								
Beelman Terminal	Andrew			\$18,120		210 Bremen Ave., Venice, IL 62090	Form B	X	
Beelman Logistics	Andrew				\$223,527	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B	X	
St. Louis, MO (Oakley)	Andrew								
Oakley	Andrew			\$31,985		1 Angelica St. St. Louis, Mo 63353	Form B	X	
George Potterfield Trucking	Andrew				\$428,499	207 County Line Road, Monroe City, MO 63456	Form B	X	
Dubuque, Ia	Andrew								
Peavey Co, Gavilon Grain	Andrew			\$20,900		505 East 7th St, Dubuque, IA 52001			
All Seasons Trucking	Andrew				\$251,646	7750 Windy Ridge Dubuque, IA 52003	Form A	X	
Rock Island, IL	Andrew								
Alter- Rock Island River Terminal	Andrew			\$57,153		7th Ave MILU Street Rock Island, IL 61201	Form A	X	
Overland Systems	Andrew				\$519,827	13631 110th Ave Davenport, IA 52804	Form A	X	
Henry - Middle River Marine	Shahzad								
Henry - Middle River Marine	Shahzad			\$15,331		1440 County Road 1500 E, Henry, IL 61537	Form A	X	
Ozinga Transportation, Inc.	Shahzad				\$223,792	1440 County Road 1500 E, Henry, IL 61537	Form B	X	
Lemont - Middle River Marine	Shahzad								
Lemont - Middle River Marine	Shahzad			\$0	\$0	11400 Old Lemont Road, Lemont, IL 60439	Form A	X	
Ozinga Transportation, Inc.	Shahzad					11400 Old Lemont Road, Lemont, IL 60439	Form B	X	
Ottawa - Ottawa Barge Terminal	Shahzad								
Ottawa - Ottawa Barge Terminal	Shahzad			\$26,995		1365 N 2803 RD OTTAWA, IL 61350	Form A	X	
Wiesbrock Trucking	Shahzad				\$189,545	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A	X	

*All \$'s are subject to change based on contract award

\$831,346

\$11,414,485

Sent
Pending CX Review
Complete
Resent due to issue



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.k. O-2024-097

Ordinance approving an Special Use for a Child Home Daycare at 11 Chevy Chase Dr.

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a special use for a Child Home Daycare at 11 Chevy Chase.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

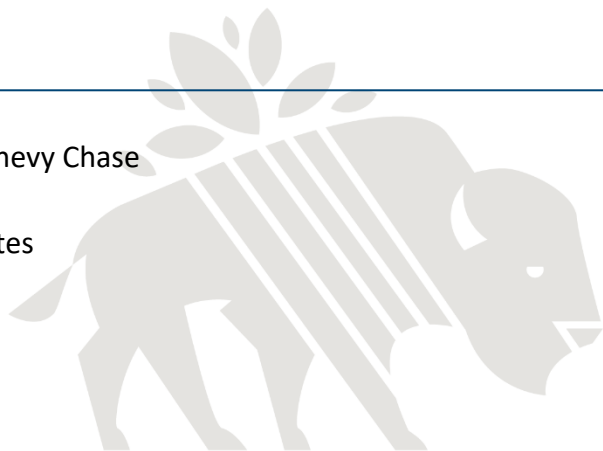
Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - 11 Chevy Chase - Oct 21, 2024
2. Draft Ordinance - Child Home Daycare 11 Chevy Chase
3. Draft Ordinance - Exhibit C. Plan Set
4. Draft Ordinance - Exhibit D. Draft PZC Minutes



DATE: October 21, 2024

TO: Village Manager Dane Bragg

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

SUBJECT: 11 Chevy Chase Dr - Special Use for a Child Daycare Home

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval for a Special Use to allow a Child Home Daycare at 11 Chevy Chase Drive (shown in Figure 1), subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

The Petitioner, Akshaya Subramani, would like to open a child daycare home at 11 Chevy Chase Drive, her primary residence. The child daycare home, Starlight Academy, would operate from 9:00 a.m. to 4:30 p.m., Monday through Friday and would provide care for children from 3 months to 6 years of age. The petitioner has received an approved license from IL DCFS. The Village Code allows up to 8 children in a home at any one time (including their own children) and no more than 12 children within a 24-hour period. The petitioner plans to start with two children and grow their business from there. The property has passed the required Building, Fire, and Health inspections for a home daycare.



Figure 1: Subject Property

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Use Ordinance for a Child Daycare Home for up to 8 children at any one time, (including natural born or adopted children), and no more than 12 children in a 24-hour day subject to the following conditions:

1. Petitioner shall comply with the standards set forth in Section 17.12.141, Section 17.28.040 and Section 17.28.060 of the Village Zoning Ordinance.
2. The special use shall be in effect for a period of two (2) years from the date of this Ordinance. The Petitioner is required to apply to the Village for re-authorization of the special use pursuant to Section 17.28.060.C of the Village Zoning Ordinance.
3. The petitioner shall maintain their DCFS license. A copy of the DCFS license shall be provided to the Village annually prior to the issuance of a business license.
4. The special use shall be automatically revoked if the Petitioner fails, for any reason, to have a valid license issued by the Illinois Department of Children and Family Services (IL DCFS).
5. The Petitioner shall obtain a Village business license prior to operation of the child daycare home and shall renew the business license annually.
6. The special use does not authorize any use in violation of any covenants running with the Property.
7. No person who has been convicted of a felony or misdemeanor involving violence against a person shall be permitted to reside in the day care home at any time, on a temporary or permanent basis, or otherwise be allowed to be present in the day care home at any time when children are present. The petitioner must agree to permit the Village of Buffalo Grove to conduct, or cause to be conducted, a criminal background check of every person residing in the day care home.
8. Petitioner shall maintain the Property in full compliance with Village property maintenance standards at all times, as determined by the Village in its sole discretion.
9. This special use is granted to Akshaya Subramani. Said special use does not run with the Property and is not granted to any business entity. Said special use is not transferable to another person or entity and may not be used by any other person or entity.
10. All violations noted in the building, fire and health inspection report shall be corrected prior to issuance of a business license for the home daycare.



ORDINANCE 2024-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR A
CHILD HOME DAYCARE IN THE R-5 RESIDENTIAL
ZONING DISTRICT

Akshaya Subramani - 11 Chevy Chase Drive

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 zoned R-5, and is occupied by a single-family detached residence commonly known as 11 Chevy Chase Drive, and is hereinafter legally described in Exhibit B; and,

WHEREAS, Nithyananthan Sellakumarasamy and Akshaya Subramani are the owners of the Property; and,

WHEREAS, Akshaya Subramani ("Petitioner") who resides at the Property has petitioned the Village for a special use to operate a child home daycare at the Property; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on September 18, 2024, concerning the petition for approval of the Special Use; and,

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

WHEREAS, the Planning & Zoning Commission voted 9 to 0 to unanimously recommend approval of the requested Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

WHEREAS, the proposed use shall be operated in accordance with and pursuant to the following exhibits:

- | | |
|-----------|--|
| EXHIBIT A | Petitioner Acceptance and Agreement concerning the Special Use for the Child Day Care Home at 11 Chevy Chase Drive |
| EXHIBIT B | Legal Description of the Property |
| EXHIBIT C | Plan Set |
| EXHIBIT D | Draft Minutes September 18, 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. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the Property at 11 Chevy Chase Drive, Buffalo Grove, IL, subject to the following conditions:

1. Petitioner shall comply with the standards set forth in Section 17.12.141, Section 17.28.040 and Section 17.28.060 of the Village Zoning Ordinance.
2. The special use shall be in effect for a maximum period of two (2) years from the date of this Ordinance. The Petitioner is required to apply to the Village for re-authorization of the special use pursuant to Section 17.28.060.C of the Village Zoning Ordinance.
3. The petitioner shall maintain their DCFS license. A copy of the DCFS license shall be provided to the Village annually prior to the issuance of a business license.
4. The special use shall be automatically revoked if the Petitioner fails, for any reason, to have a valid license issued by the Illinois Department of Children and Family Services (IL DCFS).
5. The Petitioner shall obtain a Village business license prior to operation of the child daycare home and shall renew the business license annually.
6. The special use does not authorize any use in violation of any covenants running with the Property.
7. No person who has been convicted of a felony or misdemeanor involving violence against a person shall be permitted to reside in the day care home at any time, on a temporary or permanent basis, or otherwise be allowed to be present in the day care home at any time when children are present. The petitioner must agree to permit the Village of Buffalo Grove to conduct, or cause to be conducted, a criminal background check of every person residing in the day care home.
8. Petitioner shall maintain the Property in full compliance with Village property maintenance standards at all times, as determined by the Village in its sole discretion.
9. This special use is granted to Akshaya Subramani. Said special use does not run with the Property and is not granted to any business entity. Said special use is not transferable to another person or entity, and may not be used by any other person or entity.
10. All violations noted in the building, fire and health inspection report shall be corrected prior to issuance of a business license for the home daycare.

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 on and after its passage and approval, subject to the Petitioner's execution of the Acceptance and Agreement attached hereto as Exhibit A, incorporated herein and made a part hereof, and the filing of said executed Acceptance and Agreement form with the Village. This Ordinance shall not be codified.

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

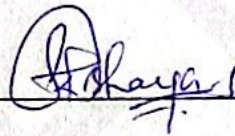
Eric N. Smith, Village President

EXHIBIT A

Petitioner Acceptance and Agreement
concerning the Special Use for the Child Home Daycare Home at 11 Chevy Chase Drive
Akshaya Subramani
11 Chevy Chase Drive

Akshaya Subramani does hereby accept and agree to abide by and be bound by each of the terms, conditions, and limitations set forth in this Ordinance, duly passed and approved by the Village of Buffalo Grove, Illinois, reauthorizing the special use for the child home daycare at 11 Chevy Chase Drive.

The undersigned acknowledges that she has read and understands all of the terms and provisions of said this Ordinance, and does hereby acknowledge and consent to each and all of the provisions, restrictions, and conditions of said Ordinance.



Akshaya Subramani
11 Chevy Chase Drive
Buffalo Grove, IL 60089

EXHIBIT B

Legal Description

**Akshaya Subramani
11 Chevy Chase Drive**

LOT 5 IN BLOCK 1 IN UNIT NO.1 COLUMBIAN GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1926, AS DOCUMENT 278278, IN COOK P OF PLATS, PAGE 33 IN LAKE COUNTY, ILLINOIS

Street Address: 11 Chevy Chase Drive, Buffalo Grove, Illinois

PIN: 15-35-302-010

EXHIBIT C

Plan Set
Akshaya Subramani
11 Chevy Chase Drive

DRAFT

EXHIBIT D

Draft Minutes from the September 18, 2024, Planning & Zoning Commission Meeting

**Akshaya Subramani
11 Chevy Chase Drive**

DRAFT

The Starlight Academy

General business description:

The starlight Academy aims to provide a secure, nurturing, loving and intellectually stimulating environment, which promotes the holistic development, and the natural curiosity of young children is ignited. We are a Waldorf inspired early childhood environment where there will not be any direct instructions. However, children would be building those pre math and pre reading skills or their early learning milestones are achieved through hearing stories, fairy tales, enriched language, big vocabularies, doing circle games, hearing it through repetition. We are letting kids skill unfold in time by letting their imagination unfold and not pushing it in an academic way just as a child learns to walk without us giving them a walking lessons. we aim to extend beyond childcare, building strong foundation for a lifetime learning. Services, number of students and employees: The starlight Academy offers both full-time and part-time programs for children ages 3 months to 6 years and will be staffed by trained childcare professional if needed. We are open Monday through Friday 9.00 am to 4.30 pm.

The starlight Academy aim to provide all the foundational, life skills and an educational experience that blends learning with play, ensuring that every child's first educational journey is engaged and rewarding.

Number of students: To begin with The starlight academy anticipate 2 children. We would expand and have up to 8 children eventually. Our academy would be staffed by a trained childcare professional if needed. in case of employment, employee would be provided with one parking space on our residential driveway and there will not be any traffic created in the neighborhood.

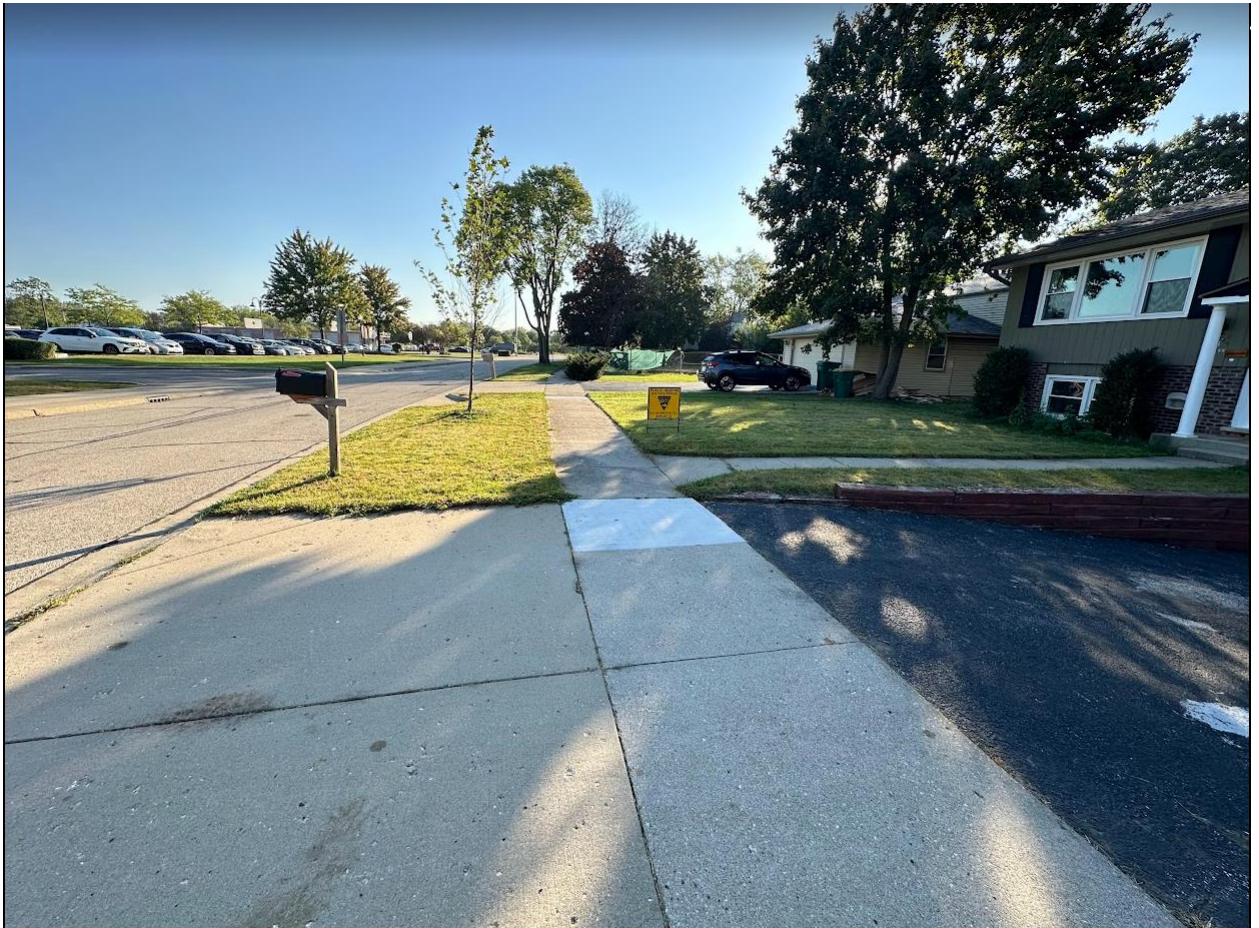
Outdoor space: we will have outdoor play before or after lunch for about 15 minutes per day if the weather permits. Every time when kids are outdoor, we will make sure that there will only be low noise equipment used for play. We will also be keeping open communication with neighbors, informing them in advance of any noisy day like water play day. Safety measures: We have all these measures in place in our in-home childcare.

- * Childproofing: Childproof cabinets and other areas of the home.
- * Hazardous materials: Stored dangerous chemicals and medicines out of reach of children. Kept cleaning products and other hazardous substances secured with a childproof lock.
- * Electrical outlets: Covered all electrical outlets within reach of children.
- * Heating sources: Separate fixed space heaters, fireplaces, radiators, and other heating sources with partitions or barriers.
- * Fire extinguishers and smoke detectors: We have an operable fire extinguisher and a smoke detector.
- * Entryways: We have one entryway for visitors and families, and keep all other doors locked. Our in home childcare is secured with a RING alarm system for all doors that don't open into a fenced area and has cameras at the entryway door as well as the back entrance.
- * Outdoor play areas: Fenced all around outdoor play areas.

* Medications: Keep medications in a locked cabinet, and only a trained staff member would dispense them.

* All our windows and doors are secured.

* Stairs are locked up with child proof gate. Traffic and drop off and pick up procedure: We have a parent pick up and drop off policy in place. Parents would be requested to pick up and drop off their kids in no more than 2-3 minutes. our residential driveway would hold up to two cars at a time. Loading and unloading children would only be done in the driveway. We are planning to start with no more than two children for at least a few months. When the numbers go up, we anticipate parents would have different pick up and drop off timings, so there will not be any traffic created in the neighborhood. In case of emergency/extra parking, our neighbor is kind enough to lend us his empty Asphalt paved side way which leads to his backyard for extra parking which will not take more than 2-3 minutes to load and unload kids. Pictures of our driveway.









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

CHILD DAY CARE HOME SPECIAL USE STANDARDS

- A. Provision of child care shall be limited each day to the hours of 6:00 a.m. to 8:00 p.m. Outdoor play shall not be allowed before 8:00 a.m.

Response: Yes, our hours of operation are from 9:00 AM to 4:30 PM. Outdoor play is scheduled before lunch by 11:30 AM everyday (if weather permits)

- B. Adequate space shall be provided on the driveway of the property for parking while children are being dropped off or picked up at the home.

Response: Yes, our driveway could hold up to two cars at a time. Our kids have different drop off and pick up timings.

- C. Traffic congestion or safety hazards shall not be created in the adjacent neighborhood.

Response: Traffic congestion (or) safety hazards shall not be created since we have adequate driveway space.

- D. A play area shall be provided in the rear yard of the property. Said area shall be enclosed by a fence at least four feet in height to ensure the safety of the children. The fenced play area shall be secured with self-closing and self-latching gate(s) as approved by the Village. Said play area shall be screened from adjacent properties with fencing or landscaping.

Response: Yes, our backyard is gated and fully fenced up to four feet tall.

- E. The day care activities shall not create undue noise or other nuisances for adjacent properties. There shall be no outdoor sound amplification devices which produce distinctly and loudly audible sounds beyond the boundary of the property from which the sound originates.

Response: Yes, our day care shall not create undue noise for adjacent properties.

- F. Employees who are not residents of the day care home may be employed by the day care provider, if it is determined by the Planning and Zoning Commission that this would not be detrimental to the neighborhood. Parking shall be provided on the property for any employee driving to the home.

Response: Yes, when an employee is appointed as per the guidelines, will provide a parking space as per the requirement.

- G. An approved day care home shall be subject to periodic inspection by the Village in accordance with Village procedures for inspections concerning health, life-safety and other applicable regulations.

Response: Yes, acknowledged.

- H. The Planning and Zoning Commission and Corporate Authorities may impose conditions and restrictions as may be necessary or appropriate to comply with the foregoing criteria and standards. The foregoing standards may be modified as deemed reasonable in specific cases.

Response: Yes, acknowledged.

- I. The Planning and Zoning Commission shall consider the number and location of other child day care homes so as to avoid congestion and other negative impacts.

Response: Yes, acknowledged.



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: Our childcare will not endanger the public health, safety, morals, comfort or general welfare.
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, our child care will be in harmony with the appropriate, orderly development of the district in which it is located.
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, Our child care 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
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: Yes our child care 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.
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;
Response: Yes, Adequate utilities, access roads, drainage, and/or other necessary facilities 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: Yes, we have adequate parking space and parents would drop off and pick up at different timings.

State of Illinois
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Type of Facility
DAY CARE HOME

PRINT DATE: 05-01-2024

NO.
629145-01

LICENSE ISSUED TO
SUBRAMANI AKSHAYA
11 CHEVY CHASE DR
BUFFALO GROVE IL 60089-2801

Effective Dates
04-30-2024 - 04-30-2027

Capacity
EXTD: 000
DAY: 007
NIGHT: 007

Supervising Child Welfare Agency

Area Used for Children
MAIN FLOOR ONLY

Ages of Children Served
DAY: 00 TO 12Y
NIGHT: 00 TO 12Y
HOURS OPERATION: 07:00AM - 05:00PM 05:00PM - 11:00PM

Mailing Address for this facility is:

SUBRAMANI AKSHAYA
11 CHEVY CHASE DR
BUFFALO GROVE IL 60089-2801

Director
Heidi E. Mueller



2A- -63

NOT TRANSFERABLE - Supersedes all prior licenses for type of care specified above.

**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 18, 2024**

CALL TO ORDER

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

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

A quorum was established.

Also in attendance: Associate Planner Andrew Binder, Deputy Community Development Director Kelly Purvis, Village Attorney Patrick Brankin, Trustee Liaison Stein, and Trustee Cesario (as an audience member)

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Request for a Special Use for a Home Daycare at 11 Chevy Chase Drive.

Associate Planner Binder, provided a background on the subject property and the request.

Akshaya Subramani, the Petitioner, and Nithyanathan Sellakumarasamy were sworn in.

Ms. Subramani and Mr. Sellakumarasamy provided an overview of the request. She indicated that the final inspections will be completed in the coming weeks.

Com. Davis asked about the first round of inspections and what the issues were.

Ms. Subramani indicated that there were concerns about the deck steps and railings. She noted all issues had been fixed.

Vice-Chairperson Richards asked if they had any conversations with their neighbors.

Ms. Subramani indicated that they did talk to their neighbors, and the neighbors had general questions about the home daycare operation.

Com. Spunt asked about the slope of the driveway and kids playing in the yard.

Ms. Subramni stated that the kids would be playing in the rear yard.

Mr. Binder stated there are no photos of the backyard.

ABSENT: 0

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

1. Comprehensive Plan Update

Deputy Community Development Director Purvis provided an overview of the Village's Existing Conditions Report.

Commissioners had a general discussion regarding population projections, school aged children projections and Buffalo Grove's age in comparison to the region.

Purvis provided an overview of the Village's Visioning Document. She stated the next steps will be to complete a draft of the Comprehensive Plan and we anticipate full adoption of the plan this winter.

Com. Spunt asked if the Weiland/Aptakisic Road Extension is still on the table.

Purvis did not think that the plan is moving forward.

Com. Schwartz asked what aging in place is.

Purvis stated that aging in place is providing appropriate housing for your older population, so allowing people to downsize to what's appropriate for them as they age. She provided examples of maintenance free homes, first floor master suites, etc.

Com. Schwartz asked about the growth of the Asian population in Buffalo Grove, and if there is a direct correlation to the type of house they would need.

Purvis stated that staff has seen intergenerational housing within the Asian community. So, providing homes that have the capability of housing multiple generations within one home. Things like Granny Flats or accessory dwelling units, where you could have a senior member of your family move in and still give them their privacy with separate entrances.

Com. Worlikar asked whether, with the projected increase in the number of school children and with the new residential developments coming in, is any consideration of adding more schools.

Purvis stated that, unfortunately, that is a school district initiative as the Village does not plan schools or develop them. She stated that we do have school district board members on the comp plan steering committee. She stated that they are aware of the potential for new residential development and we are always communicating with them about new projects that are coming in and providing the appropriate analysis at that time.

Trustee Cesario stated that the Village should be providing homes for older folks to stay and younger folks to start, and stated that some of the more dense development we are seeing are not producing a lot of school-aged children.

Chairperson Weinstein stated that the school boards are aware, they are on the steering committee, they're part of the planning process, they see the developments that are coming, and it's up to them to respond accordingly and possibly budget and acquire more land.

Com. Au stated that these housing developments provide school impact studies, and the PZC is tasked with approving or denial of the project based on the studies. She states that the studies are not done for Buffalo Grove, and she would like to know what these developments actually generate for school children.

Further discussion was made regarding school district projections, future housing developments and types, and the kind of people we are trying to attract to Buffalo Grove.

Purvis asked the Commissioners their thoughts on the mixed-use designation that was presented in the areas that might be tough to develop which consists of about 20% of the area in the village.

Com. Spunt spoke in favor of the mixed-use designation, stating that if a developer can come in and collaborate on a development to fill in gaps, that would be a good thing.

Vice-Chairperson Richards stated that mixed-use makes sense and the development in the mixed-use areas would have to be done in a way that would make sense and not be a nuisance to the adjacent uses outside or inside the developments.

Purvis stated that there would be criteria set for the mixed-use designation to ensure the developments meet the goals and needs of the Village but give flexibility.

Com. Worlikar asked how these types of developments may impact the adjacent residential areas with the mixed-use designation.

Purvis stated that these proposed mixed-use designation areas are already mixed in nature and having a different zoning would not change much of what is currently there. She stated there would be a public hearing process at such time that any actual development would be proposed.

Com. Moodhe asked if the Mixed-Use developments are the "flavor of the month" and if we are trying to find builders to find the next flavor of the month.

Purvis stated that with the mixed-use development that we are going back to the basics by having a mix of appropriate uses next to each other that are typically more walkable, like traditional downtown areas. She stated that she doesn't necessarily

think these mixed-use developments are the flavor of the month, but more coming back to what makes sense.

Further general discussion was had about the nodes, mixed-use developments, and parking.

Purvis provided an overview of the next steps and indicated no action is required of the Plan Commission related to this item this evening.

B. Approval of Minutes

1. September 4, 2024 Draft Planning & Zoning Commission Meeting Minutes

Moved by Adam Moodhe, seconded by Marc Spunt to approve. Upon roll call, The Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Adam Moodhe,
Marc Spunt, Jason Davis, Sujat Saxena, Donald Schwartz

NAYS: 0 None

ABSENT: 0

Motion declared Passed.

C. Chairperson's Report

Chairperson Weinstein welcomed the Com. Schwartz to the Plan Commission.

D. Committee and Liaison Reports

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis provided an overview of upcoming projects.

Associate Planner Binder reminded the Commission that the next PZC meeting will take place on a Tuesday instead of a Wednesday due to Rosh Hashanah.

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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.I. O-2024-098

Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF

Contacts

Liaison: Trustee Ottenheimer

Staff: Kathryn Golbach

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF

Summary

Recommendation

Staff recommends approval of an Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF.

Background

Since 1992, Buffalo Grove has required a paramedic certification for hire by the Fire Department. It was not uncommon during this time for the fire department to have over 100 eligible candidates take an entrance exam. However, the pandemic changed the landscape for the fire service, significantly reducing eligible candidate turnout at testing events.

Analysis

The Fire Department, Village staff, and the Buffalo Grove Professional Firefighters and Paramedics Local 3177 (Union) have been working together to increase turnout and hiring numbers, resulting in the design of an EMT-B hiring program. In August, the concept of the program was presented to the Village Board with unanimous support. During September, the groups worked together to reach an agreement for Firefighters/EMT-B's. Attached is the side letter agreement which outlines the program details. The Union ratified this side letter on October 14, 2024.

Next Steps

Pending Village Board approval, the EMT-B program will be in effect for the next testing event tentatively scheduled for February 2024.

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

Goal 4: Vibrant and innovative community: leading edge

File Attachments

1. DRAFT Ordinance EMTB Side Letter Agreement
2. EMT B Side Letter Agreement





ORDINANCE 2024-xxx

AN ORDINANCE APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION

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

WHEREAS in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning terms and conditions of employment for EMT-Bs within the Side Letter of Agreement dated October 21, 2024.

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 enter into the Letter of Agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

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

**Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Buffalo Grove Professional Firefighter/Paramedic Association,
Local 3177, IAFF**

This is a Side Letter of Agreement (“Agreement”) between the Village of Buffalo Grove (“Village”) and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177 (“Union”), collectively, the Parties. This Agreement has been developed as a result of the Parties’ desire to resolve any and all issues relating to the Village’s decision to create and hire for a new Firefighter/EMT-B (“FF/EMT/B”) position and any and all resulting impact and effects. This Agreement will be implemented beginning with the next testing cycle following exhaustion of the list existing on September 30, 2024.

The Parties hereby agree as follows:

1. That this Agreement amends Article VI. Section 6.1 of the Parties’ Collective Bargaining Agreement by effectively adding the following language:

Salary Schedule – May 1, 2024, to April 30, 2025

Step Plan Illustration – Firefighter/EMT-B

Starting Pay	\$73,072.48	Step 291
Pay after one year	\$78,355.68	Step 305
Pay after two years	\$84,023.68	Step 319
Pay after three years	\$90,099.36	Step 333
Pay after four years	\$96,616.00	Step 347
Pay after five years	\$103,602.72	Step 361
Pay after six years	\$111,096.96	Step 375
Pay after seven or more years	\$119,129.92	Step 389

2. Fire Lieutenant’s who have requested approval and have been approved to downgrade their paramedic certification shall be required to maintain an EMT-B and will be paid commensurate to the established step plan as illustrated for Fire Lieutenant/Non-Paramedic in Article VI. Section 6.1 of the collective bargaining agreement.
3. As part of the Village’s FF/EMT-B program, the Village agrees that based on the current staffing levels, there will be only one (1) FF/EMT-B per shift.
4. Based on the current staffing levels, FF/EMT-Bs will not be assigned to a station where a jump company is in operation.

5. Notwithstanding any other provision of the Collective Bargaining Agreement, the probationary period for a FF/EMT-B will be in effect for the duration of the individual's allotted time to obtain a paramedic license.
6. Those participating in the FF/EMT-B program may receive up to three (3) opportunities to pass the National Registry Paramedic Exam (or equivalent certification exam if the licensing standard changes). If allotted, these three (3) attempts must be accomplished within one (1) year (i.e. 12 months) of completing the paramedic class. However, only the first attempt will be paid for by the Village. Any subsequent attempt(s) will be paid for by the employee in full, unless otherwise approved by the Fire Chief and or his designee for a second attempt at the exam. If a FF/EMT-B fails the exam three (3) times, it will result in automatic termination, which the Union agrees not to contest.
 - a. Among other things, FF/EMT-B's may also be terminated based on paramedic class/ certification test performance.
 - b. Nothing in this Agreement shall limit the Village's ability to terminate the FF/EMT-B for any other reason without just cause during their probationary period.
 - c. Candidates will be required to perform a minimum of six (6) months of shift work obtaining a minimum rating of satisfactory on all evaluations prior to being assigned to paramedic class. The six (6) month time limit may be waived with written approval of the Fire Chief or his/her designee
 - d. The Parties specifically agree that if a FF/EMT-B is terminated prior to achieving paramedic status, such individual will be required to reimburse the Village as outlined in the BGFD's reimbursement agreement, which each candidate is required to sign upon hire.
6. Based on current staffing levels, FF/EMT-B's are not eligible for ambulance duty related overtime assignments.
7. FF/EMT-B's may be eligible for OT on fire suppression vehicles at a level equivalent to the candidates certification(s) at the time.
8. Only lieutenants may downgrade from paramedic to EMT-B, and only upon written request and with the written approval of the Fire Chief.

9. The Union understands that once a FF/EMT-B is in paramedic class, FF/EMT-B's will be assigned to a 40-hour work week while in class, during which time their assignment is to attend class. They will be paid their regular hourly rate of pay during this time.
10. FF/EMT-B's shall not earn any Kelly day during paramedic classes (i.e., their 40-hour assignment).
11. SDO's may be taken in accordance with NWCH class attendance policy.
12. It is hereby understood by the Union that if a candidate is an EMT-B but not yet a firefighter, the Village will postpone the hire date of the candidate until an academy is scheduled to start as determined by the Fire Chief or his designee at their discretion.
13. On a case-by-case basis as determined by the Fire Chief or his designee, FF/EMT-B candidates that are hired while already in a Paramedic class that is not NWCH's class may be allowed to finish that class, but it is not guaranteed. If the FF/EMT-B is not allowed to complete the class, the candidate will be required to complete a Paramedic class deemed appropriate by the Fire Chief or his designee.

AGREED:

VILLAGE OF BUFFALO GROVE

By: _____

October ____, 2024

IAFF Local 3177

By: _____

October 14, 2024



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.m. R-2024-24

Resolution Approving Revised 2024 Pay Ranges

Contacts

Liaison: Trustee Ottenheimer

Staff: Kathryn Golbach

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution approving the revised 2024 Pay Ranges

Summary

As a result of the EMT-B program within the Fire Department, the attached revised 2024 Pay Ranges reflect the illustrated step plan for Firefighter/EMT-B.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 3: Plan and Invest in the Future

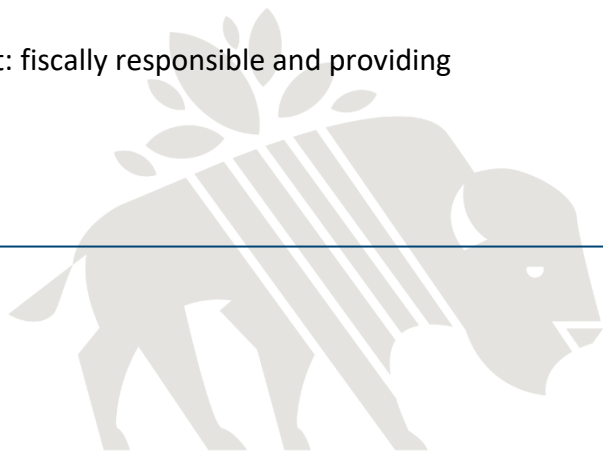
Principle 4: High Performing Village Team

Goal

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

File Attachments

1. DRAFT Resolution 2024 Revised Pay Ranges
2. 2024 Pay Ranges 10.16.24





RESOLUTION 2024-xx

A RESOLUTION APPROVING THE REVISED 2024 PAY RANGES FOR VILLAGE OF BUFFALO GROVE EMPLOYEES

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

WHEREAS on December 5, 2023, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2024 budget, and;

WHEREAS on December 5, 2023, the Village President and Board of Trustees approved the 2024 pay ranges, and;

WHEREAS the 2024 pay ranges have been revised so that they are more accurately aligned with both the internal and external labor market 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 foregoing recitals are hereby adopted and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. 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

Village of Buffalo Grove
2024 Revised Pay Ranges

Position	New Min	Step	New Max	Step
Pay Grade 74	\$148,364.32	433	\$221,112.32	513
Deputy Village Manager				
Pay Grade 70	\$139,744.80	421	\$208,268.32	501
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	\$119,726.88	390	\$179,325.12	471
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Deputy Public Works Director/Village Engineer				
Pay Grade 62	\$111,096.96	375	\$165,570.08	455
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Deputy Public Works Director				
Deputy Community Development Director				
Police Commander				
Pay Grade 58	\$105,691.04	365	\$157,514.24	445
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Assistant Village Engineer				
Pay Grade 56	\$98,072.00	350	\$146,161.60	430
Police Sergeant				
Pay Grade 54	\$91,457.60	336	\$136,302.40	416
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	\$126,478.56	401	\$140,443.68	422
Fire Lieutenant/ Paramedic				
(May 1, 2024 - April 30, 2025)				

Pay Grade 46	\$123,980.48	397	\$137,668.96	418
Fire Lieutenant/ Non-Paramedic				
(May 1, 2024 - April 30, 2025)				
Pay Grade 42	\$84,443.84	320	\$125,848.32	400
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Assistant Village Manager				
Administrative Support Manager				
Human Resources Manager				
Pay Grade 34	\$78,748.80	306	\$117,361.92	386
Plan Reviewer				
Crew Leader				
Technical Services Administrator				
Pay Grade 29	\$74,543.04	295	\$121,530.24	393
Firefighter/Paramedic				
(May 1, 2024 - April 30, 2025)				
Pay Grade 25	\$78,748.80	306	\$116,197.12	384
Patrol Officer				
(January 1 , 2023 - December 31, 2023)				
Pay Grade 23	\$73,072.48	291	\$119,129.92	389
Firefighter/EMT-B				
(May 1, 2024 - April 30, 2025)				
Pay Grade 21	\$73,072.48	291	\$108,902.56	371
Building Inspector				
Health Inspector				
Electrical & Mechanical Inspector				
Fire Inspector				
EMA Coordinator				
Deputy Fire Marshal				
Plumbing Inspector				
Administrative Services Manager				
Property Maintenance Inspector				
Mechanic II				
Accountant				
Associate Planner				
Human Resources Generalist				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				

Head Golf Professional				
Maintenance Worker II				
Buyer				
Social Worker				
Pay Grade 17	\$62,603.84	260	\$93,300.48	340
Public Education Officer-Fire				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	\$54,716.48	233	\$80,335.84	310
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	\$50,267.36	216	\$74,915.36	296
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	\$28,897.44	105	\$43,066.40	185
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	\$27,907.36	98	\$38,592.32	163
School Crossing Guard				
Laborer				
Golf Course Attendant				



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.n. O-2024-099

Ordinance Authorizing the Disposal of Surplus Property

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance Authorizing the Disposal of Surplus Property

Summary

Background

Attached is an Ordinance authorizing the disposal of surplus property (2009 Chevy Impala)

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. Ordinance for Surplus Property





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS VILLAGE PERSONEL PROPERTY

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and

WHEREAS, the personal property is part of the Village's Fixed Asset Inventory Control System and procedurally must be deleted through Ordinance adopted by the Corporate Authorities; and

WHEREAS, the property described will be disposed of through trade-in, sale or outright disposal, whatever appropriate.

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. Pursuant to our Home Rule powers, the President and Board of Trustees of the Village of Buffalo Grove find that the listed items of personal property now owned by the Village of Buffalo Grove are no longer necessary or useful to the Village of Buffalo Grove and the best interests of the Village will be served by disposal.

SECTION 2. This Ordinance shall be in full force and effect upon passage. This Ordinance 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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 8.o. R-2024-25

Resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes.

Contacts

Liaison: Clerk Sirabian

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes

Summary

The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the consensus on all minutes listed in the attached resolution and to the extent required by law.

Strategic Alignment

Guiding Principle

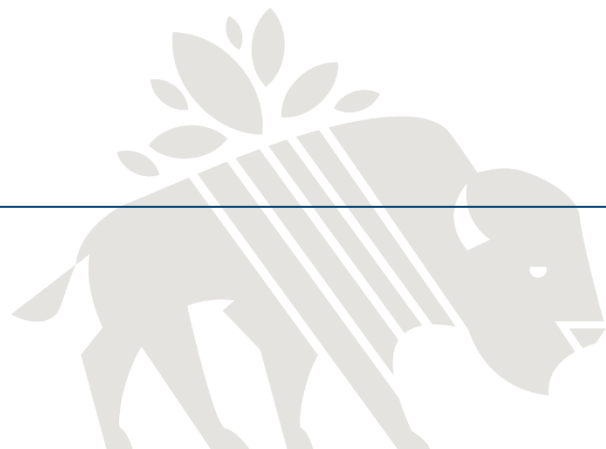
N/A

Goal

N/A

File Attachments

1. Resolution Exec Session Minutes 10.21.24





RESOLUTION 2024-xxx

A RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES AND APPROVAL OF CLOSED SESSION MINUTES

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On September 16, 2024, the Corporate Authorities of the Village reached consensus to approve the following Closed Session minutes:

March 18, 2024
August 5, 2024

April 1, 2024
August 19, 2024

July 15, 2024
September 4, 2024

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the consensus on all minutes listed in Section One and to the extent required by law, the approval of said minutes is hereby ratified and approved.

SECTION THREE: 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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 9.a. O-2024-0100

Ordinance Approving an Amendment to PUD and Unified Sign Package with Variations at The Clove, 210 -250 McHenry

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment to Ordinance No. 2022-063, related to the Unified Sign Package for the 7-story, mixed-use building in The Clove development, with variations to the Sign Code at 210-250 McHenry.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

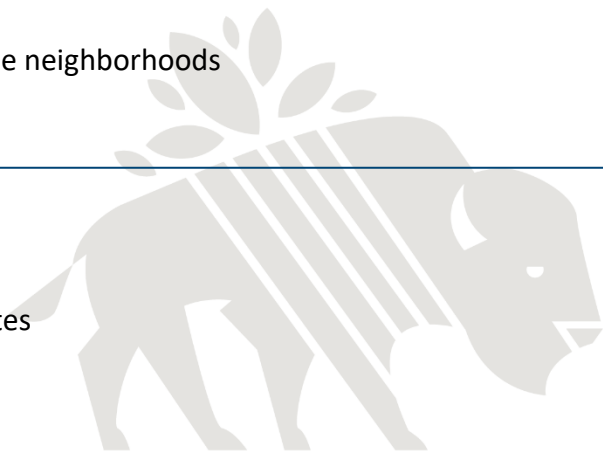
Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. BOT Memo - Clove Signage - Oct 21, 2024
2. Draft Ordinance - Clove Signage
3. Draft Ordinance - Exhibit B. Plan Set
4. Draft Ordinance - Exhibit C. Draft PZC Minutes



DATE: October 21, 2024

TO: Village Manager Dane Bragg

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: 210-250 McHenry Road - Consideration of an amendment to Ordinance No. 2022-063, related to the Unified Sign Package for the 7-story, mixed-use building in The Clove development, with Variations to the Sign Code

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of an amendment to Ordinance No. 2022-063, related to the Unified Sign Package for the 7-story, mixed-use building in The Clove development, with variations to Title 14 (Sign Code) subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

On June 20, 2022, the Village Board approved Ordinance No. 2022-063 granting approval of a Special Use for a mixed-use Planned Development, Final Plat of Subdivision, Final Development Plan, with Special Uses, Variations, and Amendments. The approved plan set also included sign plans for the various uses/businesses throughout The Clove development.

BGA Residential, LLC, is seeking approval of an amendment to Ordinance No. 2022-063 related to a Unified Sign Package for the 7-story, mixed-use building. With construction on the building nearing completion, a more detailed sign plan has been submitted with some minor changes from what was originally approved. Since the building and sign plans were approved as part of The Clove PUD, an amendment to the PUD is required for the changes to the signage.

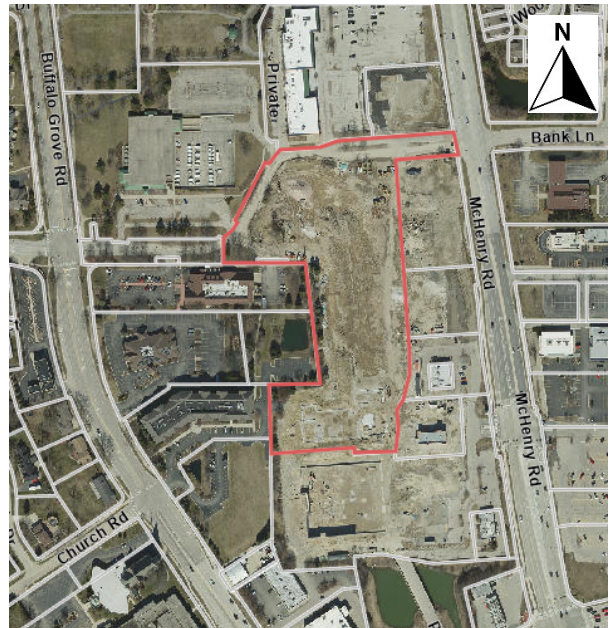


Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

The proposed sign package is substantially compliant with the approved plans (Ordinance No. 2022-063) with one minor change: the addition of projecting signs for the commercial tenant spaces on the first floor of the building. In addition, the proposed sign package includes more detailed sign plans and sign criteria specified by the building owner.

Commercial Signs

One wall sign and one projecting (blade) sign are proposed for each of the commercial tenants on the first floor of the mixed-use building, with the exception of the corner restaurant tenant which will have a total of two wall signs and two projecting signs. The wall signs will be centered above each entrance and will be proportional to the tenant's building frontage. All signs will be installed at the same height for uniformity.

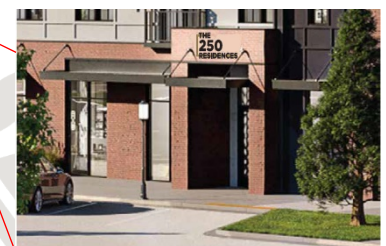
The projecting signs will also be attached to the building at the same height, have a minimum clearance of 8 feet, and a maximum projection of 18 inches. The signs will not exceed 6 square feet in area. The proposed height, size, and projection is aligned with best practices in creating a vibrant, pedestrian-oriented environment.

Variations will be needed to allow two signs per establishment, four signs for the corner restaurant tenant and for the length of the wall signs to be up to 60% of the tenant's frontage (1/3 of tenant frontage is allowed).

Sandwich board signs will be permitted in front of each business with an annual permit application and in accordance with the sign criteria for the Unified Sign Package (which is more restrictive than the Sign Code requirements). No variations are needed for the sandwich board signs.



Example Projecting Sign that would accompany wall signs



Residential Signage Over Main Entrance

Figure 2. Rendering of the 7-Story Mixed-Use Building in The Clove
Residential Signage (Two wall signs - Circled in Red)
Sample Restaurant & Retail Signage - Location Circled in Yellow

Residential Signs

The petitioner proposes two residential wall signs. One will be placed over the main entrance to the residential portion of the building (approx. 8 sf) and the other will be installed at the top of the building, oriented towards Lake Cook Road (approx. 32 sf). Both signs will be internally illuminated. A variation is required to allow for two wall signs, where one is permitted for multi-family buildings.

Temporary Signs

Most of the temporary signage (bandit signs, feather flags, sandwich boards, and banner signs) was approved as part of the original PUD. The proposed sign package provides additional information including temporary sign locations (shown on the Temporary Signage Location Exhibit) and duration (included in the Sign Criteria submitted by the building owner). The proposed signage package is in many ways more restrictive than what was originally approved.

The temporary signage would be permitted to remain, up to one year or until the units are fully leased (anticipated to be six months), whichever is first to occur. The sign package then allows staff the ability to approve an additional extension, not to exceed 6 months, should that be necessary.

This Village has granted approval of other similar temporary sign packages for larger developments like Link Crossing.



Figure 3. Temporary Bandit Signs

PUBLIC HEARING COMMENTS

There were no comments from the public expressed during the public hearing regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an amendment to Ordinance No. 2022-063, the Planned Unit Development and the Uniform Sign Package, with the following Variations from the Sign Code for the 7-story mixed-use building in The Clove development at 210-250 McHenry Road:

1. A variation from Section 14.16, to exceed the maximum allowable number of wall signs on the building;
2. A Variation from Section 14.16, to allow multiple wall signs to exceed the maximum size;
3. A Variation from Section 14.16 and 14.20 to allow temporary subdivision development signs and For Rent, Sale or Lease signs which exceed the number and size limitations permitted;

subject to the following conditions:

1. The wall signs, projecting signs and temporary signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. Any additional incidental or directional signage shall be approved administratively by Village staff.
3. Staff shall be permitted to approve an extension of up to 6 months for the temporary signs, should full occupancy not be reached within one year.
4. The Petitioner shall comply with all applicable Village codes, regulations, and policies



ORDINANCE 2024-xxx

AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE NO. 2022-063, THE PLANNED UNIT DEVELOPMENT AND THE UNIFIED SIGN PACKAGE WITH VARIATIONS TO THE SIGN CODE FOR THE 250 BUILDING IN THE CLOVE DEVELOPMENT AT 210-250 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 210-250 McHenry Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS BGA Residential, LLC, ("Petitioner") is seeking an Amendment to Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with variations from Section 14.16 and 14.20 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of installing commercial, residential and temporary signage on the Property; and

WHEREAS the Planning & Zoning Commission held a public hearing on October 1, 2024, concerning the requests; and

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

WHEREAS the Planning & Zoning Commission voted 7-0 to recommend approval of the requested Amendment to Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with variations from Section 14.16 and 14.20 of the Village Sign Code; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Amendment to Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with variations from Section 14.16 and 14.20 of the Village Sign Code are reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed signs for the mixed-use building shall be installed 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 October 1, 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 Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with variations from Section 14.16 and 14.20 of the Village Sign Code to allow the installation of commercial, residential and temporary signage on the Property located at 210-250 McHenry Road, subject to the following conditions:

1. The wall signs, projecting signs and temporary signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. Any additional incidental or directional signage shall be approved administratively by Village staff.
3. Staff shall be permitted to approve an extension of up to 6 months for the temporary signs, should full occupancy not be reached within one year.
4. 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

**The 250 Building in The Clove
210-250 McHenry Road**

SUBJECT PROPERTY COMMON ADDRESS: 210-250 McHenry Road

LOT 7 OF THE FINAL PLAT OF SUBDIVISION OF THE CLOVE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR LAKE COUNTY, ILLINOIS ON AUGUST 5, 2022 AS DOCUMENT NO. 7924807.

PIN: 15-33-304-272

DRAFT

EXHIBIT B

Plan Set

**The 250 Building in The Clove
210-250 McHenry Road**

DRAFT

EXHIBIT C

Draft Minutes from October 1, 2024, Planning & Zoning Commission Meeting
The 250 Building in The Clove
210-250 McHenry Road

DRAFT

Project Narrative

The Clove mixed used building is a business operation collective between multiple retailers and a multifamily residential tenant occupying the building. This Signage program is to create a clear set of criteria for permanent and temporary sign usage regarding; what types of materials, allowable locations, quantity of signs, height and width sizing, and illumination characteristics that will be allowed on the building.



Signage Plan

Buffalo Grove, Illinois



THE
250

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

SIGNAGE

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SIGNAGE

Retail

Building Wall Signs

1'2 ½" or 1'10" ht. Wall Panels
Applied Letters (backlit) or Panels
Designated Locations

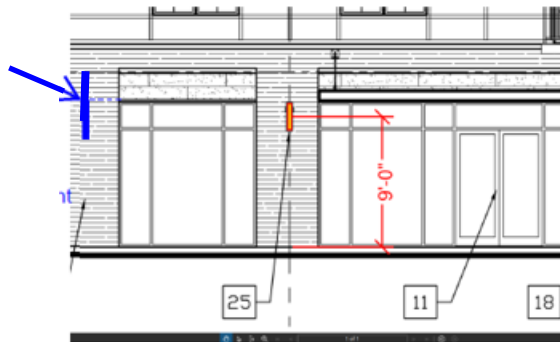


Retail

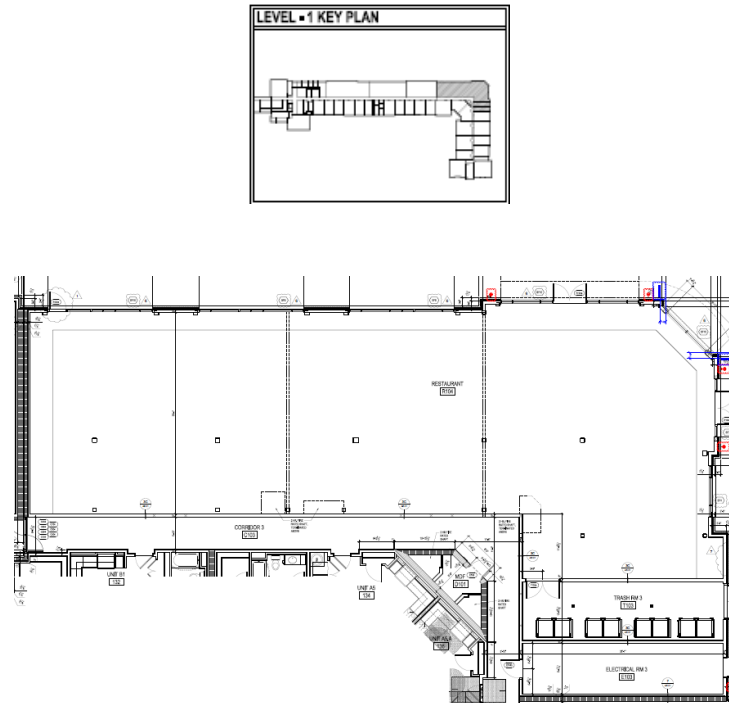
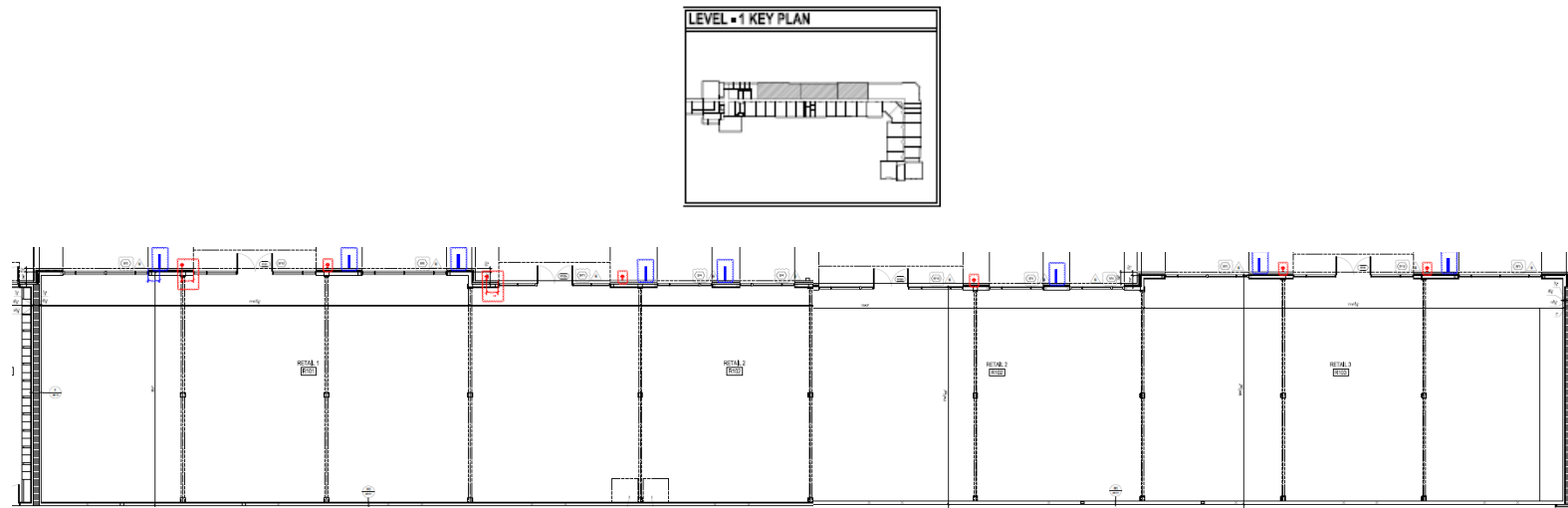
Blade Wall Signs

48" max ht. x 18" max depth from building
Arm hang or Scutcheon Direct Attached
Designated Locations

Top of blade sign to
equal top of storefront
48" max ht x 18" max
from building



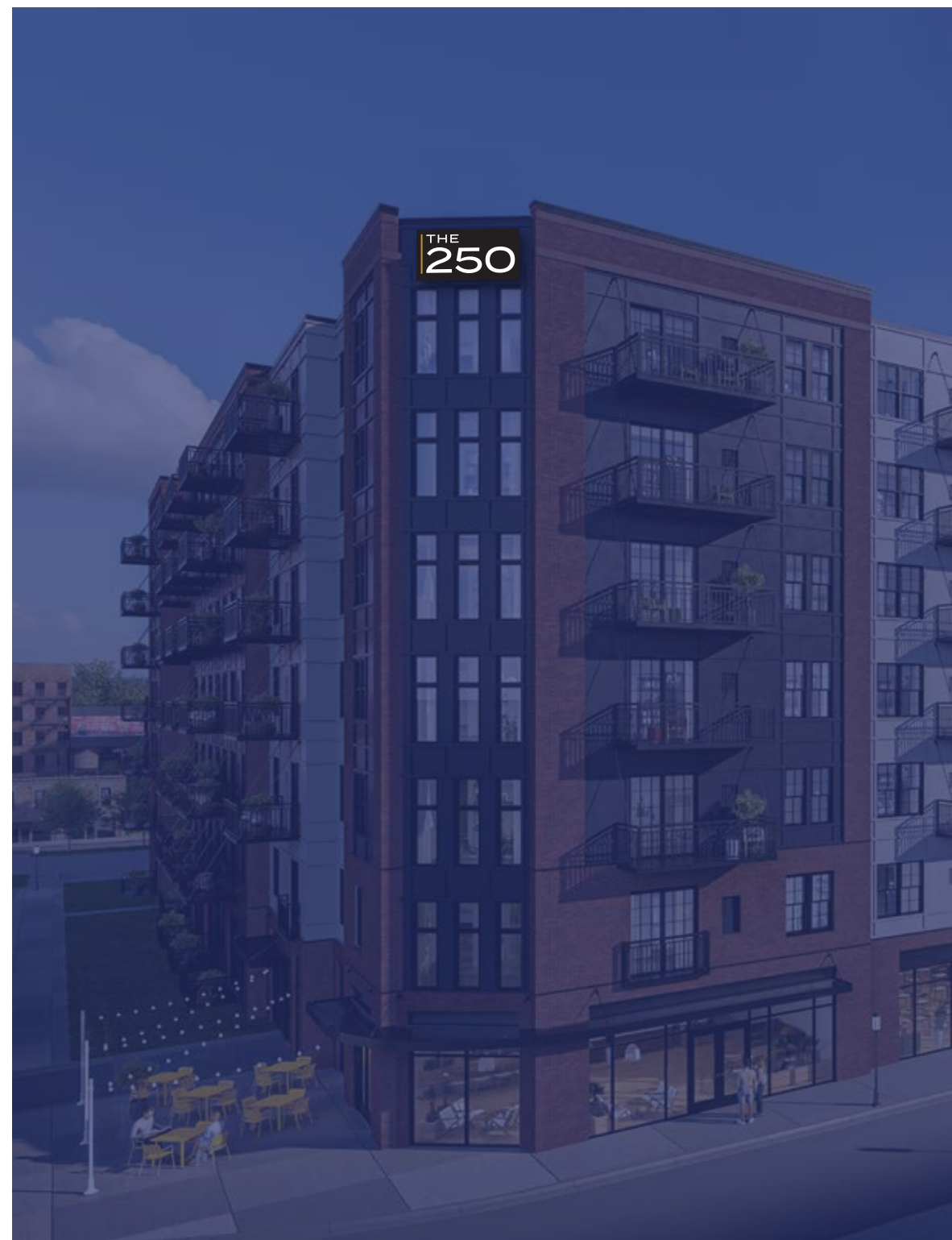
Designated Locations



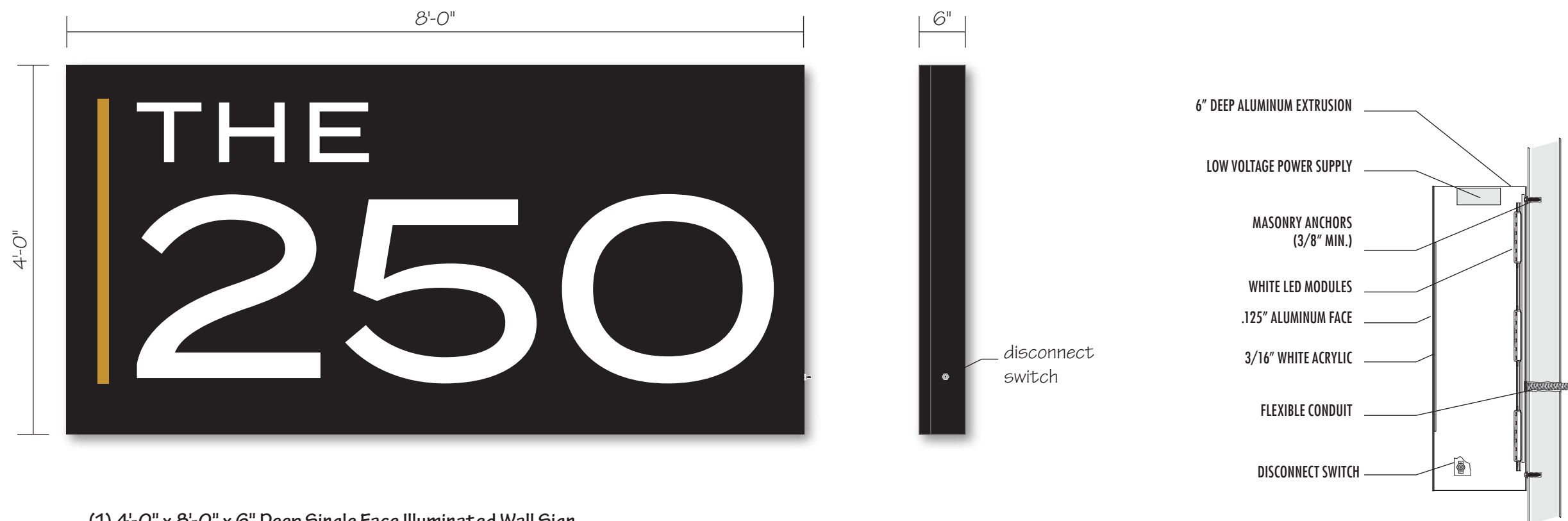


Building and Residence Entrance

Buffalo Grove, Illinois



Nighttime Simulation - Routed & Backed



(1) 4'-0" x 8'-0" x 6" Deep Single Face Illuminated Wall Sign

Cabinet: SignComp extrusion painted Satin Black

Face: .125" aluminum painted Satin Black

Graphics: routed & backed w/ 7328 White acrylic, 3M 3630-141 Gold Nugget translucent vinyl applied

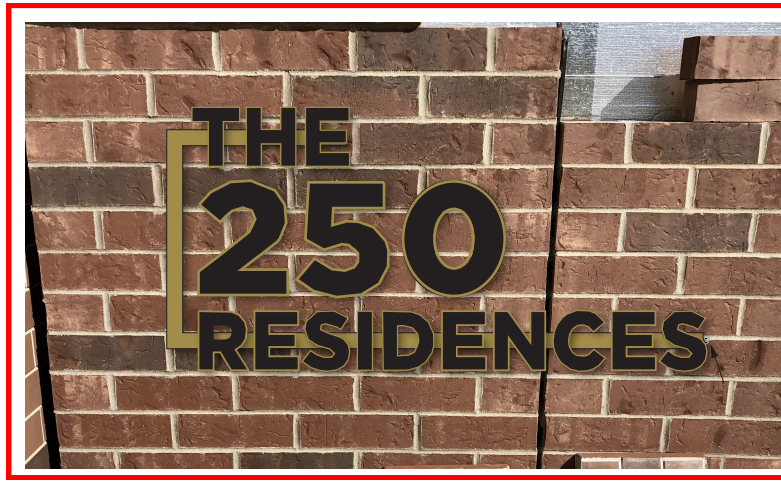
Illumination: White LEDs w/ low voltage power supplies

Power: (1) 120V @ 20amp circuit brought to site by others (TBD)

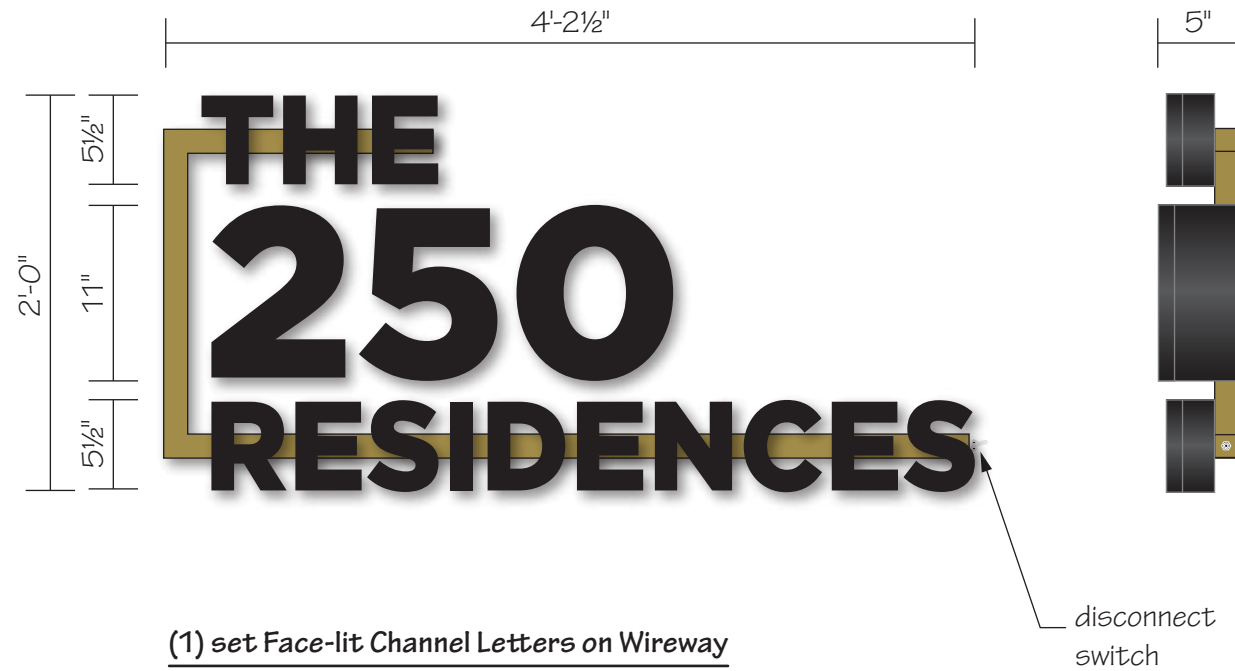
Mounting: flush on exterior wall w/ masonry anchors and hardware appropriate for conditions

Option: White Lexan face w/ vinyl graphics applied





black border on gold line &
gold border on black text



(1) set Face-lit Channel Letters on Wireway

Wireway: 1 1/2" x 1 1/2" aluminum tube painted MP 46400 Brilliant Gold

The, Residences: 3" deep .040 aluminum coil, prefinished Black, 3mm ACM Backs

Faces: 3/16" White acrylic, 1" Black trim cap, Black Perforated vinyl applied

250: 5" deep .040 aluminum coil, prefinished Black, 3mm ACM Backs

Faces: 3/16" White acrylic, 1" Black trim cap, Black Perforated vinyl applied

Illumination: White LEDs w/ low voltage power supplies

Power: (1) 120V @ 20amp circuit brought to site by others (TBD)

Mounting: flush on exterior wall w/ hardware appropriate for conditions

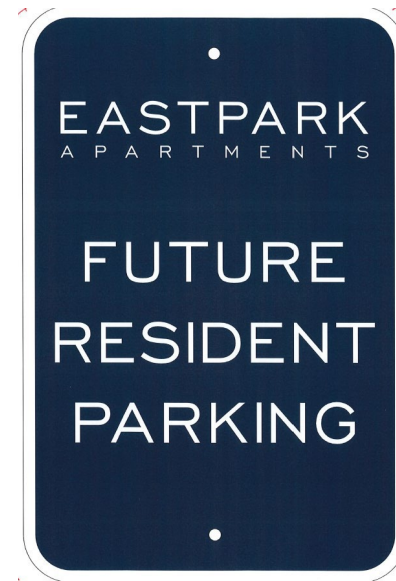
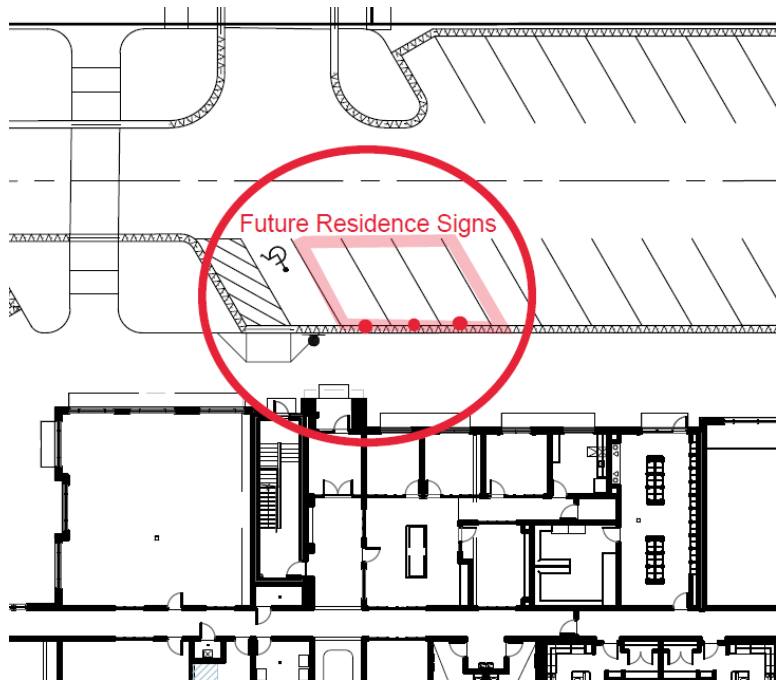


Building

Future Resident Signs

12" x 18" Post Style

Three signs placed in front of designated parking spaces located near main residential entrance.





Leasing Signage Plan

Buffalo Grove, Illinois

Proposed Signage

The proposed signs are essential for our residential properties and provide future residents information about the upcoming apartments.

They help connect the community directly to us to provide timely updates and answer questions.

1

Bandit Signs placed strategically in shopping, park and adjacent streets.

2

Feather Flag Signs placed near the leasing office.

3

Sandwich Board Signs placed near the leasing office.

4

Building Banner Signs placed on building.

Bandit Signs

Approximately 24" x 36" on a wireframe.

Located throughout the shopping areas and along the adjacent streets of Old Checker, McHenry and Lake Cook in accordance with the temporary sign exhibit.



Feather Flag Signs

Approximately 9' high.

Two to three flags placed near the leasing office.



Sandwich Board Signs

Approximately 24" x 36" sign
movable frame.

One, two-sided sandwich board
place near the leasing office.



Building Banner Signs

At least 4' x 8' or larger.

One to two banners placed on the building.



Site plan for the proposed development at the intersection of Highway 101 and Highway 102. The plan shows a large parking area (PROPOSED PARKING DECK) and several proposed buildings, including a 'PROPOSED RESTAURANT' and a 'PROPOSED RETAIL' building. The plan also shows existing buildings, including a 'EXISTING RETAIL TO REMAIN' and a 'EXISTING COMMERCIAL BUILDING'. The plan is oriented with North at the top. A legend in the top right corner identifies symbols for 'Sandt Signs' (red X), 'Problems' (yellow X), and 'Sandwich' (blue X). The plan includes numerous dimensions and labels for various areas and features.

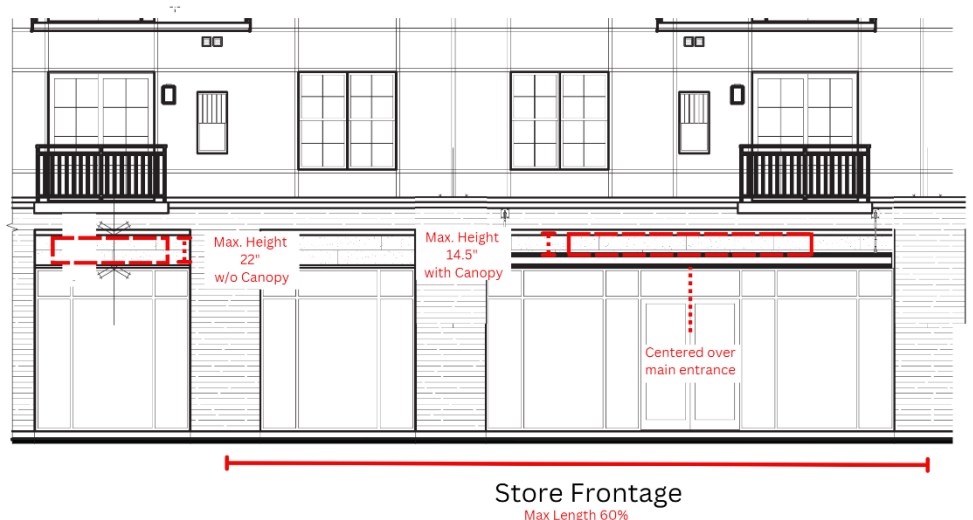
The Clove Sign Package Criteria

All signs for the 7-story mixed-use building in The Clove Development must be approved by the Landlord and must meet the following requirements:

First-Floor Commercial Tenants of the Mixed-Use Building for the Clove:

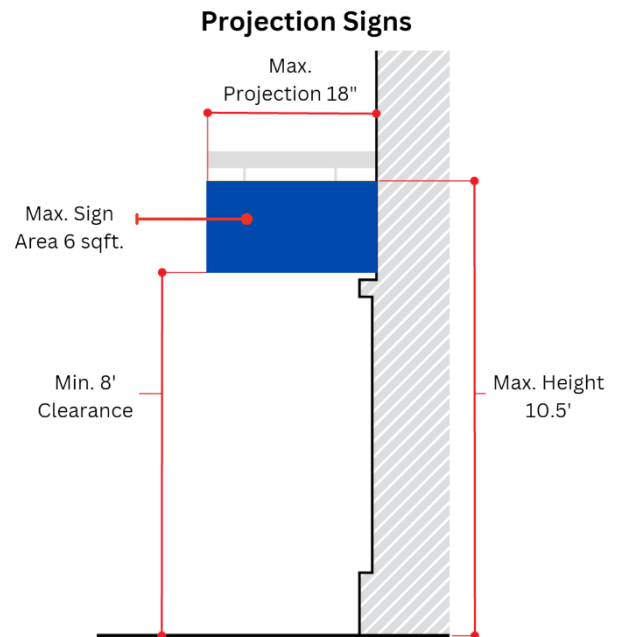
Wall Signs:

- 1) **Size.** The height of wall signs should not exceed 14.5" if the main entrance of the tenant space has a canopy. The maximum height for wall signs when the tenant space has no canopy is 22", as shown below. The sign's length shall not exceed 60% of the tenant's leased frontage nor be closer than two (2) feet to the tenant's lease lines.
- 2) **Height.** No wall sign shall extend above the first floor of the building, or thirteen (13) feet as measured from the existing ground or grade level directly below the sign.
- 3) **Location.** Wall signs shall be centered over the main entrance of the leased tenant space.
- 4) **Projection.** Such signs shall not horizontally project more than six (6) inches from the wall of the building or structure to which it is attached.
- 5) **Number of signs.** One (1) wall sign is permitted per business tenant.
- 6) **Colors.** No more than three colors shall be permitted on the sign. All backer boards, raceways, and sign trim must match the color of the building behind the sign.
- 7) **Materials.** Materials must be weatherproof and made of enduring materials, so as not to become a hazard due to disrepair, damage, or inclement weather. All letters and numbers must be permanently affixed to the building.
- 8) **Illumination.** Internally or externally illuminated signs and bare bulb signs shall be permitted provided they meet the following requirements:
 - i. Individual letters or logos may be internally illuminated, but all other portions of the sign should be opaque.
 - ii. Exposed or reflective-type bulbs must be covered with a translucent material. No strobe, neon, fiberoptics or other non-traditional illumination techniques are permitted; LED or more environmentally friendly styles are encouraged.
 - iii. Illuminated signs should produce no more than thirty (30) foot-candles of illumination, four (4) feet from the sign and must be approved by the landlord.
 - iv. External illumination should be shielded and directed so that the light source is not visible from a public street or private residence. Signs should only be illuminated by steady, shielded light sources directed at the sign or internal to it, so that the light intensity does not create a nuisance to adjacent property or a traffic hazard.
- 9) **Logos and Trademarks.** The approved color scheme must be followed when including logos and trademarks on signs. However, a federally registered trademark or service mark can be displayed on a sign in its registered form and color, even if it is inconsistent with the master sign plan.
- 10) **Other Requirements:**
 - a) Building frontage for the purpose of this section shall be defined as the established main public entrance for each unit.
 - b) The wall sign shall be designed to be an integral part of the building. The sign shall not cover or interfere with architectural features or details of the building.



Projecting Signs

- 1) *Size*. The maximum size of a projecting sign shall not exceed six (6) square feet per sign face.
- 2) *Height*. Projecting signs shall not extend above ten and a half (10.5) feet as measured from the existing ground or grade level directly below the sign. A minimum of eight (8) feet clearance shall be maintained from the lower edge of the sign face to grade.
- 3) *Number of Signs*. One (1) projecting sign shall be permitted per business establishment.
- 4) *Projection*. Projecting signs shall not horizontally project more than eighteen (18) inches beyond that portion of the building or structure to which it is attached. Projecting signs must be anchored to the building, as shown in the picture below:



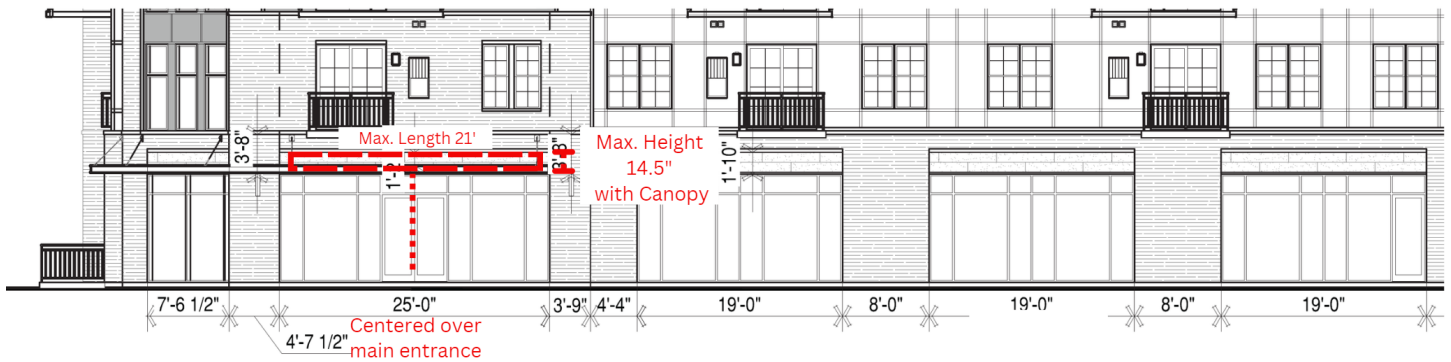
- 5) *Other Requirements*
 - a. Only the name and/or logo and/or type of business is permitted on the sign.
 - b. Illumination is not permitted.
 - c. Hardware must remain in its original location once installed. Future tenants cannot relocate the blade sign's hardware location.
 - d. All requirements related to wall sign colors, materials, and logos shall also apply to projecting signs.

Corner Restaurant Tenant:

The corner tenant space of 4,500 sqft is permitted to install the following signage:

Wall Signs

- 1) Wall Signs:
 - a. Wall sign at the main entrance along the east elevation:
 - i. *Size*. The wall sign shall be a maximum height of 14.5" and a maximum of 21' in length.
 - ii. *Height*. No wall sign shall extend above the first floor of the building, or thirteen (13) feet as measured from the existing ground or grade level directly below the sign.
 - iii. *Location*. One wall sign shall be centered over the main entrance.
 - b. Wall sign at the southeast corner elevation:
 - i. *Size*. The wall sign shall be a maximum height of 14.5". The sign's length shall not exceed seven (7) feet.
 - ii. *Height*. No wall sign shall extend above the first floor of the building, or thirteen (13) feet as measured from the existing ground or grade level directly below the sign.
 - iii. *Location*. One wall sign shall be centered over the southeast façade.
 - c. Both the east elevation and southeast corner wall signs must comply with all other wall sign requirements listed above for the retail tenant spaces excluding size, height, and location.
 - i. Other Requirements
 1. The wall signs shall be designed to be an integral part of the building. The signs shall not cover or interfere with architectural features or details of the building.
- 2) Projecting Signs: There may be up to a total of two (2) projecting signs, one on the east and one on the south elevations; they must not be on the same elevation and shall comply with all the projecting sign requirements, as listed above.



ENLARGED EAST EXTERIOR ELEVATION (LEFT)



ENLARGED SOUTH EXTERIOR ELEVATION

Other Signage Requirements for the First-Floor Commercial Tenants of the Building:

1) Temporary Signs

Sandwich, A-Frame or Similar Signs. Must be placed within 5' of the primary entrance and cannot obstruct the entrance or walkway. May be on display on the sidewalk during business operation hours only and must be removed during non-business hours. All sandwich or A-Frame signs must be no larger than 24" x 36" in size and only (1) sign is permitted per business.

Banner Signs. Coming Soon and/or Grand Opening banners must comply with the Village's Sign Code Regulations. All banner signs shall be affixed to the building in such a manner that the building façade shall not be penetrated.

2) Window Signs. Signs affixed to windows shall cover no more than 40% of the window. Illuminated signs shall not be displayed on or in the windows.

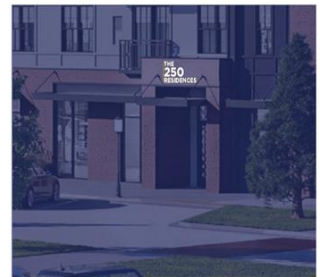
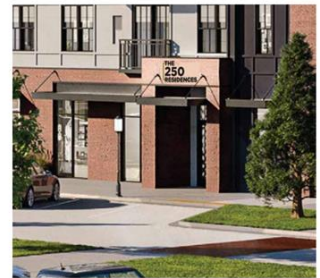
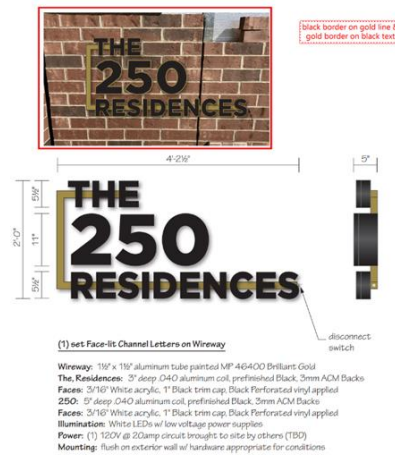
The 250 Residential Building:

Signage for the residential portion of the building may include the following:

1. Wall Signs:

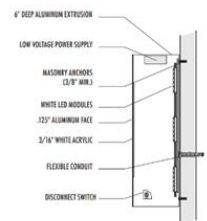
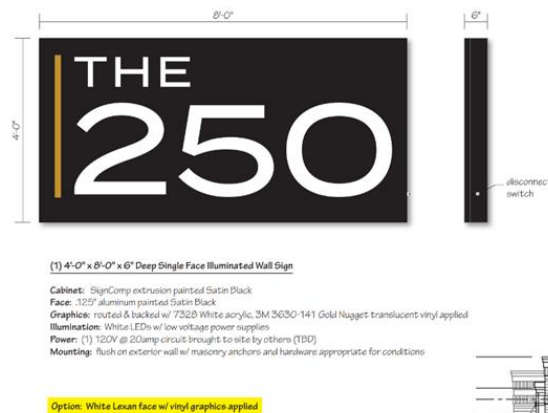
a. Wall sign at main entrance of the residential building along east elevation:

- Size.** The wall sign shall be a maximum height of 2' and a maximum of 4'-2.5" in length.
- Height.** No wall sign shall extend above the first floor of the building or thirteen (13) feet as measured from the existing ground or grade level directly below the sign.
- Location.** One wall sign shall be centered over the main entrance.



b. Wall sign at the southeast corner elevation:

- Size.** The wall signs shall be a maximum height of 4' and a maximum length of 8'.
- Height.** The wall sign shall be placed above the seventh story window between the top of the window and the roof line along the southeast corner of the building, as shown in the adjacent photo.
- Location.** One wall sign shall be centered over the southeast façade.



c. Both the east elevation and southeast corner wall signs must meet the following requirements:

- Projection.** Such signs shall not horizontally project more than six (6) inches from the wall of the building or structure to which they are attached.
- Other Requirements**
 - The wall signs shall be designed to be an integral part of the building. The sign shall not cover or interfere with architectural features or details of the building.

2. Temporary Residential Leasing Signs

- Sandwich, A-Frame or Similar Signs.** Must be placed within 5' of the primary entrance and cannot obstruct the entrance or walkway. May be on display on the sidewalks during leasing office hours only and must be removed during non-business hours. All sandwich or A-Frame signs must be no larger than 24" x 36" in size. A maximum of one (1) sandwich boards shall be permitted in the locations indicated on the temporary signage exhibit. After the initial lease up, the sandwich board signs shall be permitted on an as-needed basis to advertise availability of units.

- b. *Banner Signs.* To be located above the first floor of the residential building or any floor of the parking garage. The size of the banner shall be proportioned to the space in which it's attached, as shown in the photos below, and must meet the following requirements:
- Coming Soon Leasing Banners Signs can be installed 60-90 days before leasing begins and must be removed before the leasing banner signs are installed. A maximum of two (2) signs are permitted to be installed.
 - Leasing Banner Signs may be installed after the “Coming Soon” leasing banners are removed. The banners shall be removed upon full occupancy of the building or within one (1) year of installation, whichever is first to occur. A maximum of two (2) signs are permitted to be installed.



- c. *Feather Flags.* Feather flag signs will be permitted in the locations indicated on the temporary signage exhibit. The feather flags shall be removed upon full occupancy of the building or within one (1) year of installation, whichever is first to occur. After one year, any additional use of feather flags must adhere to the Village Code regulations. They can only be displayed for 60 days, twice a year, with an approved building permit.
- d. *Bandit Signs.* Shall be permitted in the locations indicated on the temporary signage exhibit and shall not exceed 24" X 36" in area. Bandit Signs shall be removed upon full occupancy of the building or within one (1) year of installation, whichever is first to occur.



PLANNED UNIT DEVELOPMENT STANDARDS

In addition to the special use standards, all planned unit developments shall meet the following general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

Response:

Yes, we have met the standard per our PUD agreement

2. The uses permitted in such development are not of such a nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood;

Response:

The requested PUD amendment will not create undue detrimental influence or effect to the surrounding neighborhood

3. The plan effectively treats the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features;

Response:

The requested PUD Amendment does effectively treat the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features

4. All requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development;

Response:

The requested PUD Amendment does meet all requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development

5. The Planning and Zoning Commission shall determine that the area and width of the lot shall be sufficient for the proposed use, and that the development of the property in the proposed manner creates no outlots which will be difficult to develop in an appropriate manner.

Response:

This standard is not applicable as the requested amendment affects the signage of the property



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:

The proposed changes to the amendment regarding signage will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare

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:

The proposed changes to the amendment regarding signage shall be in harmony with the appropriate, orderly development of the district in which it is located.

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:

The proposed changes to the amendment regarding signage 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

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 proposed changes to the amendment regarding signage 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.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response:

This standard is not applicable as the requested amendment affects the signage of the property.

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:

This standard is not applicable as the requested amendment affects the signage of the property.



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:

The proposed changes to the provisions and requirements are due to the unique mixed-use building style within the village. The unusual combination of both residential and retail usage within the same building would cause undue and unnecessary hardships in creating consistent streetscape and elevation character within the same building.

- a. The proposed number of signs for our retail tenants will be (1) sign and the corner unit (2). We are requesting to add (1) projection sign creating a more pedestrian friendly sidewalk atmosphere with the ability to serve both the residences and retail tenants.
- b. The proposed size for the retail wall signage will be in direct proportion of the tenant space and would be fixed.
- c. The proposal residential signs would be extra due to the mixed-use building style and would necessitate additional signage.

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

Response:

The proposed changes would not materially be detrimental to the property owners with the vicinity. The signage would be minimized for the possible light spill, and in some cases will be more restrictive than the current ordinance.

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

Response:

The proposed variance requests are a result of the unique mixed-use building and do not apply generally to other properties in the Village.

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

Response:

The proposed change will not be contrary to the propose of this Title pursuant to Section 14.04.020.

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:

The proposed changes are consistent with good design and good taste practices to provide a classy and elegant exterior feel as a unified mixed-use building.

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

Response:

The Clove development is a well professional landscape design with a pedestrian complimented feel.

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

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**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, TUESDAY, OCTOBER 1, 2024**

CALL TO ORDER

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

Present: Chairperson Weinstein, Vice Chairperson Richards, Commissioners Au, Davis, Schwartz, Spunt, and Worlikar.

Absent: Moodhe, Saxena.

A quorum was established.

Also in attendance: Director of Community Development Nicole Woods, Associate Planner Andrew Binder, Village Attorney Patrick Brankin, and Trustee Liaison Weidenfeld.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of a Special Use in the Industrial District (I) for the sale and/or leasing of new and/or used automobiles within an enclosed structure to allow Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive**

Director Woods, provided a background on the subject property and the request.

Jamie Vassallo, Senior Design Manager for Rivian Automotive, and Brian Fleming, the project's architect, were sworn in and presented their request to the Planning and Zoning Commission.

Com. Worlikar asked if auto body or collision work would be done on-site and if both consumer and commercial vans would be serviced at this location.

Ms. Vassallo responded no and that the industrial zoning allows for it, but she said Rivian will not have a paint booth or collision repair at this location. She continued that both consumer and commercial vans will be serviced at this location.

Vice-Chairperson Richards disclosed that he owns a Rivian and stated that he is extremely excited not to have to drive for an hour and a half to get a recall check that he didn't need. He asked if the EV Chargers within the parking lot would be open to the public as Buffalo Grove is in an EV Charger Desert.

Ms. Vassallo responded that they do not have plans for that at this time and will have chargers within the interior of the space to charge vehicles while they are being serviced.

Com. Davis stated that he noticed the delivery time sometimes as late/early as 3 AM

and asked how often it would happen.

Ms. Vassallo responded that the 3 AM deliveries would not be for vehicle deliveries but for operational or vehicle parts deliveries.

Chairperson Weinstein asked about online ordering and whether the general public can purchase a car with a salesperson at the facility.

Ms. Vassallo confirmed.

Chairperson Weinstein asked about the number of vehicles available for test drives and the route for the test drive.

Ms. Vassallo stated that they have not determined a route yet, but they will typically have two to three Rivian vehicles on site to test drive.

Chairperson Weinstein asked if, since Rivian does not have public chargers, will Rivian car owners be turned away if they want to get their cars charged. If not, will the chargers be locked in some way.

Ms. Vassallo stated that she can't speak to that because she is not sure how the service team would operate under those circumstances, but she can double-check whether the chargers will be locked outside of operating hours.

Chairperson Weinstein asked if the facility would have a car wash feature.

Ms. Vassallo stated there will be an interior wash bay for wipe down and detail of cars, no exterior car washes.

Chairperson Weinstein asked Village Staff if car wash use would be OK since there was no mention of a car wash in the materials.

Ms. Woods noted that car wash use is typical and permitted for auto service center use. Mr. Brankin concurred.

Com. Spunt asked how many other of these type of service centers do you have in the US currently.

Ms. Vassallo stated that by the end of this year, they will have around 60, with the closest ones to Buffalo Grove being Milwaukee, Downtown Chicago, and a new location in Downers Grove.

Com. Spunt asked how many employees and when they plan to open.

Ms. Vassallo stated they will have roughly 46 employees by 2027 and anticipate opening next year.

Com. Worlikar asked whether the building will incorporate any environmental sustainability measures or automation.

Ms. Vassallo stated that Rivian is built around respecting the environment and being environmentally friendly. Rivian's engineering team strives to implement measures to make our buildings more efficient.

The staff report was entered into the record as Exhibit 1.

No comments from the public; the public hearing was closed.

Vice-Chairperson Richards moved to recommend approval of a Special Use for the sale and/or leasing of new and/or used automobiles within an enclosed structure to allow Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive, subject to the conditions in the Staff Report. Com. Davis seconded the motion.

Com. Spunt spoke in favor of the motion and joked about increasing the speed on Asbury Drive for test drives. He stated that with the increase in the popularity of EVs being purchased by residents, this use will be a great addition to Buffalo Grove.

Com. Worlikar spoke in favor of the motion and agreed with Com. Spunt. He stated that he knows many people who drive downtown to service their Rivians, and this new use will save them a lot of trips.

Chairperson Winestein spoke in favor of the motion, stating that he would not typically be in favor of putting a car dealership in an industrial district due to the traffic concerns, stating, however, that most car dealerships want good street frontage and want to be visible. He stated that the use is more incidental to the car service component within the industrial district, with the use not primarily heavy in car sales on the lot.

Moved by Kevin Richards, seconded by Jason Davis to Motion to recommend approval of the Special Use. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

B. Consideration of an Amendment to Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with Variations to Title 14 (Sign Code) for the 7-story, mixed-use building in The Clove development at 100-250 McHenry Road.

Associate Planner Binder provided an overview of the PUD Amendment for the Clove's Signage for the first-floor tenants of the 7-story residential building and the proposed temporary signage.

Teresa Bateman, director of development for BGA Residential, and Brian Newton, president of Parvin-Clauss Sign Co, were sworn in. She presented the proposed sign package and noted that the plan is to have a uniform sign plan for all the

residential building's first-floor tenants. This plan aims to create a comprehensive look for the wall signs, projecting signs, and temporary signs.

Vice-Chairperson Richards asked the difference between blade signs and projecting signs.

Ms. Bateman stated that blade signs are another term for projecting signs.

Vice-Chairperson Richards asked about the standards on colors, materials, and illumination of the signs and if there is one set color for everything.

Ms. Bateman mentioned that as part of their signage package, tenants are permitted to use up to three colors for their signs to maintain the elegance and symmetry of the building. Regarding projection signs, specific height and attachment requirements have been outlined and must be adhered to. Furthermore, once the initial projection sign is installed, it cannot be moved when a new tenant takes over the space. Additionally, the size requirements for projecting signs must be met, and they can only be illuminated from an external point of view, not internally.

Vice-Chairperson Richard asked if the projecting signs shall not exceed 6 square feet and if they all have to be the same size.

Ms. Bateman stated that the projecting signs cannot exceed 48 inches in height, and the sizes could vary based on the tenant, such as different nationally branded logos. She continued that they created the guidelines' parameters because they want the tenants to be identified and unique through the sidewalk environment.

Vice-Chairperson Richards asked if tenants would be able to place their logo on the wall sign.

Ms. Batemen confirmed and stated that within the guidelines they do allow national trademark or federally trademarked logos to be on the wall signs and would work with the Village.

Com. Schwartz asked if any of the signs within the package would allow blinking lights.

Ms. Bateman confirmed that no signs will be allowed to have blinking lights. She also mentioned that no illuminated signs would be allowed within the windows and talked about a light spill of the proposed wall or projecting signs and that there would be no digital signs.

Com. Schwartz asked about the maintenance of the signs if the lights were to go out.

Ms. Bateman stated that the tenants' contracts will enforce the maintenance of the signs, and the maintenance team will work with the tenants to get any signs fixed.

Com. Worlikar asked about the feather flags and how to manage these temporary

signs with the noise that may be created from them.

Ms. Bateman responded that the temporary sign locations they have designated are only for where they will be placed, and they won't all be placed there at the same time so that they can control where they go with safety and weather factors. She stated that their property management and maintenance teams will be there to help enforce and monitor these signs so they are not a nuisance.

Chairperson Winestein asked about the projecting signs and if they will be different sizes.

Ms. Bateman confirmed that they could be different sizes as each business will have their own unique identifier, such as a logo or brand.

Com. Au asked about the color restrictions and the wall signs and asked what the signs could potentially look like.

Ms. Bateman showed on the screen an idea of what the projecting sign could look like with two/three colors.

Vice-Chairperson Richard asked where the lighting would be for the projection signs if they will be externally illuminated.

Ms. Bateman stated that a light fixture would shine down on the projecting sign and that they could keep the lighting under the awning.

Chairperson Winestein asked a hypothetical question if a tenant were a Starbucks, they would have green and white for their signage, and next to them could be a McDolands, and they could have a red and yellow golden arch, and that would meet the requirements.

Ms. Bateman confirmed and stated that brand awareness is important for tenants and being able to promote each individual character.

There were no comments from the public, the public hearing was closed.

The staff report was entered into the record as exhibit 1.

Vice-Chairperson Richards moved to recommend approval of an amendment to Ordinance No. 2022-063, the Planned Unit Development and the Uniform Sign Package, with the following Variations from the Sign Code for the 7-story mixed-use building in The Clove development at 210-250 McHenry Road:

1. A variation from Section 14.16, to exceed the maximum allowable number of wall signs on the building;
2. A Variation from Section 14.16, to allow multiple wall signs to exceed the maximum size;
3. A Variation from Section 14.16 and 14.20 to allow temporary subdivision development signs and For Rent, Sale or Lease signs which exceed the number

and size limitations permitted;

Subject to the conditions in the Staff Report. Com. Davis seconded.

Vice-Chairperson Richards spoke in favor of the motion, stating that he likes the idea of keeping a consistent look and feel to to build some cohesiveness across the tenants and thinks it will be very good across the board. He spoke in favor of the temporary sign changes as they make sense.

Chairperson Winestein spoke in favor of the motion, stating that when looking at the variations and the proposed package, it is all tasteful and makes sense in terms of the scope of the building and the project.

Moved by Kevin Richards, seconded by Jason Davis to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

C. Consideration of a Special Use for a Planned Unit Development, a Final Plat of Re-Subdivision, and Zoning Variation requests to accommodate the resubdivision of the properties at 1020-1040 Lake Cook Road, 151 – 201 Hastings Drive, and 301 Hastings Drive.

Associate Planner Binder provided an overview of the request to re-subdivide the lots to accommodate the detention ponds.

James Lang, the petitioner from Hamilton Partners, was sworn in.

Com. Spunt asked to summarize why the re-subdivision is being requested.

Mr. Lang responded that he was on board when this land was vacant, and the building was built in the late 1980s. He continued that they didn't set up a POA when the buildings were developed and parceled the detention ponds to the closest building at that time. He stated that the issue is the maintenance of the ponds and that a common area for the industrial park of Chevy Chase Business Park West. He continued that when they sold the building at Chevy Chase Business Park East, they didn't establish a POA for the existing pond on that site before the building could be sold. He stated that in order to be proactive in the future, they want to parcel out the ponds and create a POA now so there are no time constraints in the future.

Com. Spunt asked whether the pond lots will be sold and built on, considering they are on separate lots.

Mr. Lang confirmed they will not be sold and built on.

Com. Au asks for more clarification and asked who retains ownership of the ponds.

Mr. Lang explained that the Property Owners' Association (POA) will always own and maintain the ponds and stormwater lines. He mentioned that the POA will be an independent organization responsible for managing the expenses and pro-rate the expenses to each building within the POA.

Com. Au asked about the obligation to pay the POA fees and whether the POA has enough money.

Mr. Lang mentioned that the obligation to pay would be tied to the property for every owner. He also mentioned that they have other business and industrial parks where some property owners do not pay their POA fees. In response, they have included strong language in the POA documents that essentially grants them ownership of the buildings and places liens on them if the POA fees are not paid.

Com. Au stated that she has never seen this type of development before and wants clarification from Staff.

Attorney Brankin provided an overview, explaining that when considering this development as if it were a vacant piece of property, the common areas are usually separated and maintained by an association. He mentioned that the applicant is essentially reversing engineering the original approval by transforming the industrial park into a state similar to what we typically see with any other type of new development with common areas and the creation of a new association so that not all on one property owner has to expense the maintenance of the common areas, such as these ponds. He mentioned that from now on, the responsibility will be shared among all the other owners. He also mentioned that the declaration documents will be carefully reviewed and made very clear, so that all the responsibilities are clearly stated and documented for all the lots within the new POA.

Chairperson Winestein asked about the ownership of the lots.

Mr. Lang stated that everything is under the same ownership.

Chairperson Winestein asked that once you buy one of the parcels within the POA, you become of a member of the association.

Mr. Lang confirmed.

Com. Spunt asked who uses the ponds.

Mr. Lang stated that the existing buildings and buildings across Hastings Street use the pond for their stormwater.

Com. Worlikar asked Attorney Brankin if this subdivision is similar to an HOA.

Attorney Brankin confirmed.

Chairperson Winestein reviewed all zoning variations that are being requested for the subdivision of the lots with the existing buildings and new frontages.

The village staff report was entered as Exhibit 1.

There was no public comment, and the public hearing was closed.

Vice-Chairperson Richards moved to recommend approval of a Special Use for a Planned Unit Development, a Final Plat of Re-Subdivision, and Zoning Variations to accommodate the creation of new lots for the detention ponds within the properties at 1020-1040 Lake Cook Road, 151 – 201 Hastings Drive and 301 Hastings Drive, subject to the conditions in the Staff Report. Com. Spunt seconded the motion.

Chairperson Winestein spoke in favor of the motion stating it's an existing subdivision and effectively reverse engineering how it could have been done in the first place, setting it up for a possible sale of a lot or two at some point in the future.

Com. Worlikar spoke in favor of the motion, concurring with Chairperson Winestein. He stated that if this were a housing community and an HOA, we would be looking at something similar with maintenance.

Moved by Kevin Richards, seconded by Marc Spunt to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Minutes

C. Chairperson's Report

D. Committee and Liaison Reports

E. Staff Report/Future Agenda Schedule

Staff provided information regarding the upcoming future agenda schedule.

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 8:45pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 9.b. O-2024-0101

Ordinance Authorizing an Amendment to an Intergovernmental Agreement with Lake County Relating to the Reconstruction of Arlington Heights Road

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending the Intergovernmental Agreement with Lake County for the Arlington Heights Road reconstruction project.

Summary

Recommendation

Staff recommends approval of the amendment to the Intergovernmental Agreement (IGA) with Lake County for reconstruction of Arlington Heights Road. The original project costs for the Village included roadway improvements, sidewalk, streetlighting and landscaping, while the amendment now adds water main replacement.

Background

Shortly after bids were opened for the Arlington Heights Road project, managed by the Lake County Division of Transportation (LCDOT), the Village was informed that approximately 1,200 feet of large diameter water main conflicted with storm sewer and would need to be relocated.

Staff evaluated the need for all 1,200 feet of pipe through our water model, while also considering the resiliency of our water system. Through that effort about 1,000 feet of that main was able to be eliminated. One additional connection was needed, along with some other reconfigurations however it is estimated \$400,000 was saved through this pipe reduction.

This work has been permitted, coordinated with LCDOT requirements and received pricing from the contractor on the project. All these efforts have been completed in a timeframe that allows the project to continue without delay.

Financial Impact

The IGA that was approved by the Village Board on March 20th, 2023, was for work that was estimated to be \$1,053,876.52. With favorable bids, the work's actual projected costs were adjusted to \$684,412.53. The quoted cost for the watermain work is \$771,930.00, which revises the total project cost to \$1,456,342.53. Payments for the work are expected to be spread across 2024 and 2025, which has been incorporated into the Capital Improvement Program Budgets.

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 Ordinance AH Road Amendment 10.8.24
2. AH Road IGA Amendment 10.8.24





ORDINANCE 2024-xxx

AN ORDINANCE AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY RELATING TO THE RECONSTRUCTION OF ARLINGTON HEIGHTS ROAD

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

WHEREAS the Village seeks to approve an amendment to an Intergovernmental Agreement with Lake County relating to the reconstruction of Arlington Heights Road.

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 President is authorized to execute an amendment to an Intergovernmental Agreement with Lake County relating to the reconstruction of Arlington Heights Road at a full cost not to exceed \$1,456,342.53, a copy of said amendment is attached hereto, pending attorney review.

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

**FIRST AMENDMENT TO THE AGREEMENT
DATED APRIL 11, 2023
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF ARLINGTON HEIGHTS ROAD
FROM THOMPSON BOULEVARD TO LAKE COOK ROAD**

THIS FIRST AMENDMENT is entered into this 21st day of October , A.D. 2024, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS FIRST AMENDMENT.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE have entered into the AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE IMPROVEMENT OF ARLINGTON HEIGHTS ROAD FROM THOMPSON BOULEVARD TO LAKE COOK ROAD dated the eleventh day of April, A.D. 2023 (hereinafter referred to as the AGREEMENT), stipulating specific improvements to Arlington Heights Road located within the VILLAGE, and;

WHEREAS, the responsibilities for the improvements associated with Arlington Heights Road and are stipulated in the AGREEMENT, and;

WHEREAS, the AGREEMENT defines the IMPROVEMENT as certain permanent roadway and non-motorized facility improvements to Arlington Heights Road (COUNTY Highway 79) between Thompson Boulevard and Lake Cook Road; including but not limited to road reconstruction, sidewalk, street lighting, and landscaping, and that said IMPROVEMENT shall also be referred to as COUNTY Section 17-00193-08-PV; and,

WHEREAS, the construction contract for the IMPROVEMENT has been awarded and construction work has already commenced on the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities within the limits of the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), which were found to be conflict with the IMPROVEMENT for which modification of said WATERMAIN is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the modification of the WATERMAIN as part of the IMPROVEMENT, as a municipal facility, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the WATERMAIN shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Gewalt-Hamilton Associates, Inc. (under contract with the VILLAGE), which, by reference herein, hereby become a part hereof. As of this writing, the current version of the plans are dated 08/29/2024 (Issued For Pricing Version); and,

WHEREAS, the updated estimated division of costs to the parties hereto associated with the IMPROVEMENT and this FIRST AMENDMENT are stipulated in the estimate that is attached as the Updated EXHIBIT B to the AGREEMENT and hereby made a part hereof; and,

WHEREAS, the COUNTY and the VILLAGE are desirous to amend said AGREEMENT as it pertains to the VILLAGE's WATERMAIN;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I. Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II. FIRST AMENDMENT regarding the Construction and Maintenance of the WATERMAIN

1. It is mutually agreed by and between the parties hereto that a new Section III: Construction and Maintenance of the WATERMAIN is hereby amended into the AGREEMENT to read as follows:
 1. It is mutually agreed by and between the parties that the VILLAGE has contracted development of WATERMAIN modification plans (hereinafter WATERMAIN PLANS), prepared by Gewalt-Hamilton Associates, Inc., with a date of 08/29/2024 (Issued For Pricing Version). Said WATERMAIN PLANS, by reference herein,

hereby become a part hereof, and shall be incorporated into the construction of the IMPROVEMENT.

2. The COUNTY agrees to cause the IMPROVEMENT, inclusive of the WATERMAIN, to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT, inclusive of the WATERMAIN, with reimbursement from the VILLAGE as hereinafter stipulated in the Updated Exhibit B attached to THIS AMENDMENT.
3. It is mutually agreed by and between the parties that the Construction Engineering Supervision for the WATERMAIN will be divided between both parties, with the COUNTY being responsible for general contract administration (such as quantity takeoffs, pay estimates, contractor schedule coordination, etc.) and the VILLAGE being responsible for technical support (such as inspections of the installation, approval of standards/shop drawings, technical guidance, public outreach and coordination of any service interruptions, etc.). Each party will be responsible for providing their respective Construction Engineering Supervision for the WATERMAIN at no cost to the other party.
4. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of the costs associated with the WATERMAIN (i.e. one hundred percent (100%) of the total cost of construction related to the WATERMAIN).
5. The VILLAGE agrees that its estimated total obligation for the WATERMAIN constructed as a part of the IMPROVEMENT is \$771,930 as detailed in Updated Exhibit B attached to THIS AMENDMENT.
6. The VILLAGE further agrees that upon agreement of the construction contract change order for the WATERMAIN construction, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on agreed upon contract unit prices for the WATERMAIN, an amount equal to fifty percent (50%) of its obligation for the WATERMAIN. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$385,965. The VILLAGE further agrees to pay the remaining fifty percent (50%) of its obligation for the VILLAGE WATERMAIN upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the WATERMAIN. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$385,965.
7. Upon completion of the IMPROVEMENT, the VILLAGE agrees to assume, or continue to assume, ownership and maintenance responsibilities over the WATERMAIN.

8. It is mutually agreed by and between the parties hereto that the VILLAGE shall submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by December 30, 2024 to confirm its ownership and maintenance responsibilities for the WATERMAIN within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
9. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the WATERMAIN within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the WATERMAIN within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.
2. It is mutually agreed by and between the parties hereto that the heading of Section III. General Provisions in the AGREEMENT shall be amended to Section IV. General Provisions.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that all terms and conditions stated in this FIRST AMENDMENT shall be made a part of the AGREEMENT, and that all other terms and conditions not in conflict with this FIRST AMENDMENT as set forth in the AGREEMENT shall remain in full force and effect.
2. It is mutually agreed by and between the parties hereto that this FIRST AMENDMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this FIRST AMENDMENT without first obtaining the expressed written consent of the other party to this FIRST AMENDMENT.
3. Except as herein modified or amended, the provisions, conditions, and terms of the AGREEMENT shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this FIRST AMENDMENT shall have the same definitions as set forth in the AGREEMENT to the extent such capitalized terms are defined therein and are not defined differently in this FIRST AMENDMENT.

VILLAGE OF BUFFALO GROVE
ATTEST:

Village Clerk
Village of Buffalo Grove

By: _____

Mayor
Village of Buffalo Grove

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____

Chair
Lake County Board

Date: _____

EXHIBIT B (UPDATED)
VILLAGE's Estimated Cost Participation
Arlington Heights Road
County Section 17-00193-08-PV

As-Bid Cost Estimates

Improvement	Design Engineering*	Construction Engineering**	Construction Cost	Total Cost
VILLAGE RESURFACING (Arlington Heights Road from IL Route 83 to ~500' south of Thompson Blvd)	\$130,522.52	\$12,072.08	\$120,720.83	\$263,315.43
STREET LIGHTING (at intersections south of IL Route 83 and approach lighting at IL Route 83)	\$37,967.37	\$34,829.98	\$348,299.75	\$421,097.10
Total Cost				\$684,412.53

Additional Cost Items

Improvement	Design Engineering*	Construction Engineering**	Construction Cost	Total Cost
WATERMAIN	N/A	N/A	\$771,930	\$771,930
Overall Total Estimated Cost				\$1,456,342.53

*Design Engineering are actual billed costs from invoices provided by Peralte-Clark, LLC (RESURFACING) and Singh & Associates, Inc. (Lighting). It should be noted that Design Engineering costs (RESURFACING) include efforts based on the original intent to reconstruct this portion of the project.

**Construction Engineering is calculated at 10% of construction costs



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 9.c. O-2024-0102

Ordinance approving a special use for a Rivian Automotive Service Center at 909 Asbury Drive.

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a special use for Rivian Automotive at 909 Asbury Drive.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

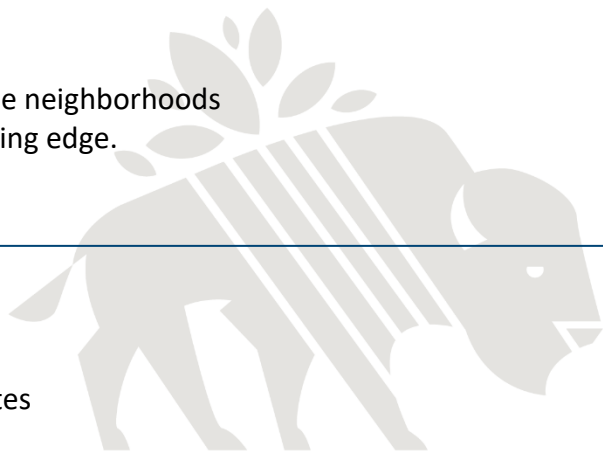
Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 4: Vibrant and innovative community: leading edge.

File Attachments

1. BOT Memo - 909 Asbury - Oct 21, 2024
2. Draft Ordinance
3. Draft Ordinance - Exhibit B. Plan Set
4. Draft Ordinance - Exhibit C. Draft PZC Minutes



DATE: October 21, 2024

TO: Village Manager Dane Bragg

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

SUBJECT: 909 Asbury Drive - Special Use, Rivian Automotive Service Center

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of a Special Use for Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Rivian Automotive LLC, is an American electric vehicle manufacturer that produces electric SUVs, pickup trucks, and delivery vans. They are seeking to open a sales and service center at 909 Asbury Drive, shown in Figure 1. The center will serve primarily as an automobile service center, as well as a sales and test drive location. According to the Village's Zoning Ordinance, garages for storage, repair, and servicing of motor vehicles, are permitted in the Industrial District. However, the sale and/or leasing of automobiles is considered a Special Use in the Industrial Zoning District.



Figure 1: Subject Property

This is among Rivian's first suburban sales and service centers in the Chicago metropolitan area. Other locations include Downtown Chicago and other major metropolitan areas such as Los Angeles, Dallas, and Denver.

PLANNING & ZONING ANALYSIS

Proposed Use & Operation

The company plans to occupy the entire vacant building at the subject property and provide vehicle sales, service, and customer amenities within the building. All vehicle service center operations will be fully enclosed within the building. Rivian's innovative direct-to-consumer sales and service model differs from the large-scale surface parking format that is commonplace in traditional sales and service centers. All vehicle sales will be conducted solely through Rivian's website. Vehicles are custom-built at the Rivian Main Plant in Normal, IL, and then delivered to the customer at their nearest Service Center to complete

the final point of sale, negating the need for large-scale surface parking lots. Deliveries of vehicles and maintenance parts from the factory occur no longer than 72-hours before scheduled customer pick-up, ensuring that no vehicles remain on the property longer than three days.

Rivian anticipates an average of 65 daily customers at this location. Two-thirds of them will visit for vehicle servicing, while one-third will be for test drives and final sales.

The company plans to retrofit the existing building, which includes new overhead doors. In addition, they are proposing new signage in compliance with the Village Sign Code, as shown in Figure 3.



Figure 2: Subject Property

Parking & Site Access

The Village code does not provide parking standards for sales and service centers. Motor vehicle sales facilities are required to have two spaces per 1,000 square feet of floor area. The 2023 Transportation Engineers (ITE) Parking Generation Manual shows the parking demand for parts and service centers is approximately 1.79 spaces per 1,000 square feet. Applying both of these parking ratios to this project creates a parking range between 109-123, which is significantly below the 169 spaces that are being proposed. All other parking requirements comply with Village code.



Figure 3: Conceptual Sign Plan

PUBLIC HEARING COMMENTS

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of a Special Use for the sale and/or leasing of new and/or used automobiles within an enclosed structure to allow Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive, subject to the following conditions:

1. The Special Use is granted to Rivian Automotive, LLC to operate an electric vehicle service and sales center at 909 Asbury Drive, which shall not run with the land.
2. The Special Use granted to Rivian Automotive, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff



ORDINANCE 2024-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR 909 ASBURY DRIVE

Rivian Automotive, LLC - 909 Asbury Drive

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 909 Asbury Drive, Buffalo Grove, IL, located in the I: Industrial District and is hereinafter legally described in Exhibit A; and

WHEREAS Rivian Automotive, LLC, ("Petitioner") has filed a petition for a Special Use in the Industrial District (I) to allow the sale and/or leasing of new and/or used automobiles within an enclosed structure at 909 Asbury Drive to operate an electric vehicle service and sales center; and

WHEREAS the Planning & Zoning Commission held a public hearing on October 1, 2024, concerning the Petition for the Special Use; and

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

WHEREAS the Planning & Zoning Commission voted 7-0 to recommend approval of the requested Special Use; and

WHEREAS the President and Village Board of Trustees, after due and careful consideration, have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

WHEREAS, the proposed use shall be operated 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 October 1, 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. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the Property at 909 Asbury Drive, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to Rivian Automotive, LLC to operate an electric vehicle service and sales center at 909 Asbury Drive, which shall not run with the land.
2. The Special Use granted to Rivian Automotive, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.

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

Rivian Automotive, LLC

909 Asbury Drive

SUBJECT PROPERTY COMMON ADDRESS: 909 Asbury Drive

PARCEL 1:

LOT 3 IN CORUM-RESUBDIVISION OF LOTS 9, 10, 11,12,13,14 AND 15 IN ARBOR CREEK BUSINESS CENTRE, A SUBDIVISION IN SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO A PLAT OF SUBDIVISION RECORDED FEBRUARY 28, 1989 AS DOCUMENT 2769110, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE RECORDED AS DOCUMENT NO. 2577288; AS AFFECTED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTER RECORDED AS DOCUMENT NO. 2751558.

PIN: 15-27-103-007-0000

EXHIBIT B

Plan Set
Rivian Automotive, LLC
909 Asbury Drive

DRAFT

EXHIBIT C

Draft Minutes from October 1, 2024, Planning & Zoning Commission Meeting

Rivian Automotive, LLC

909 Asbury Drive

DRAFT

Rivian Service Center

909 Asbury Drive Buffalo Grove, IL

Special Use Narrative

Rivian is proposing the creation of an electric vehicle service center in the Village of Buffalo Grove. A handful of these facilities already exist across Chicagoland and together they form an integral part in Rivian's developing nationwide network of support structures for the maintenance and sale of their proprietary vehicles. Following a period of due diligence in mid-2004, Rivian has found an existing building and adjoining parking located at **909 Asbury Drive** that is able to accommodate Rivian's program needs with minimal modification to the existing facilities. The recently-vacant property, owned by TradeLane Properties, is zoned for Industrial use and will remain industrial under the proposed service center build-out. While the service center aspect of this program is permitted by right, Rivian will need to seek special use approval to allow for sales and test drives of their vehicles within the limits of the applicable codes.

As portion of the proposed service center (less than the 5% of total area) will be customer-facing. Rivian wants to use this Front of House to serve as a waiting room for customers, but also to host test drives and finalize sales of vehicles purchased exclusively through Rivian's website (www.rivian.com). Vehicles are custom-built at the Rivian Main Plant in Normal, IL, then delivered to the customer at their nearest Service Center to complete the final point of sale. This model negates the need for large-scale surface parking lots common to traditional vehicle sales. Deliveries of vehicles and maintenance parts from the factory occur no longer than 72-hours before scheduled customer pick-up, ensuring that no vehicles remain on the property longer than three days. Existing parking facilities are sufficient for the proposed service center with accessory sales function under Zoning Code, as are the numbers and sizes of existing loading berths.

Hours of Operation:

Mon-Fri : 8am – 6pm
Sat-Sun : 9am – 6pm

Hours for Deliveries:

Mon-Fri : 8am – 3am
Sat-Sun : 9am – 3am

Number of Employees : 46 by EOY 2027

Estimated Number of Customers per Day : 21 per day (based on a forecast of 650 per month)

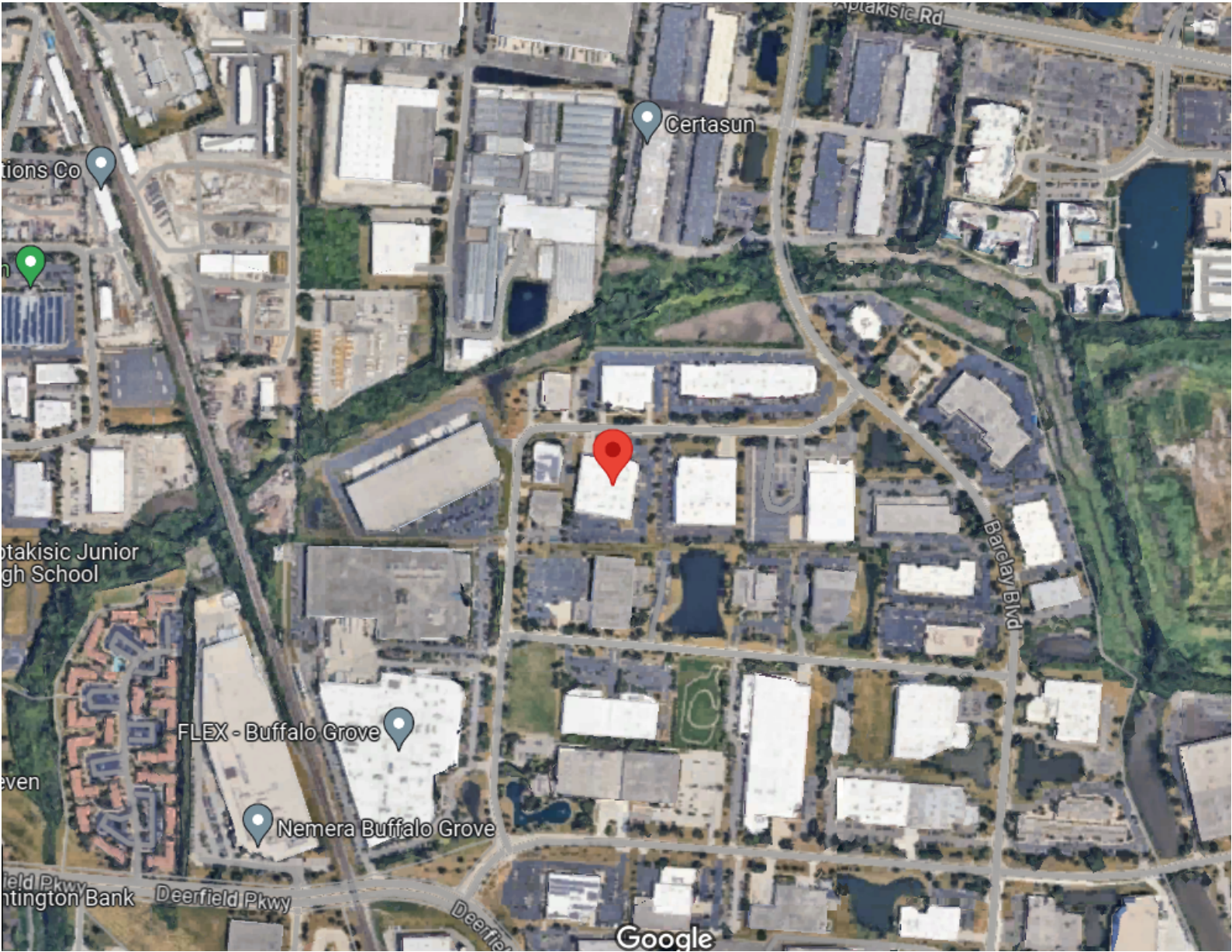
Estimated Number of Vehicles per Day : 21 per day (based on a forecast of 650 per month)

Attached to this narrative is a schematic presentation showing the proposed site plan, interior layout of the service center, and the building signage plans. If approved by the Village of Buffalo Grove Zoning and Planning Commission, the program and uses described in this special use application will be incorporated in a forthcoming set of permit and construction documents to be created by geniant-Eastlake Studio – Rivian's Architect of Record for this site. The Architect in charge of this process will be:

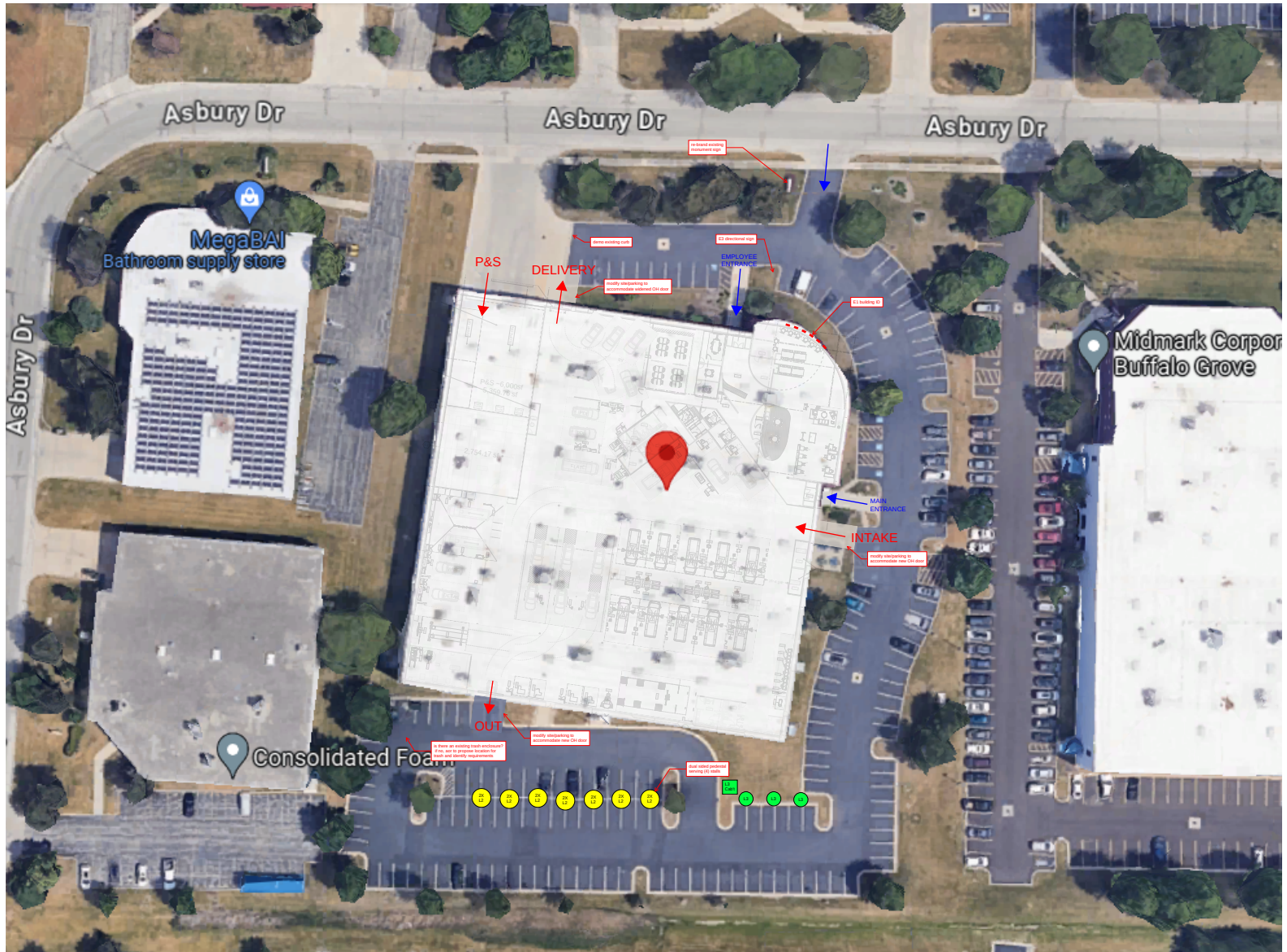
Brian W. Fleming, AIA
[brian.fleming@geniant.com / 312.866.9173]

geniant-Eastlake Studio
333 N Michigan Avenue, Suite 2600
Chicago, IL 60601

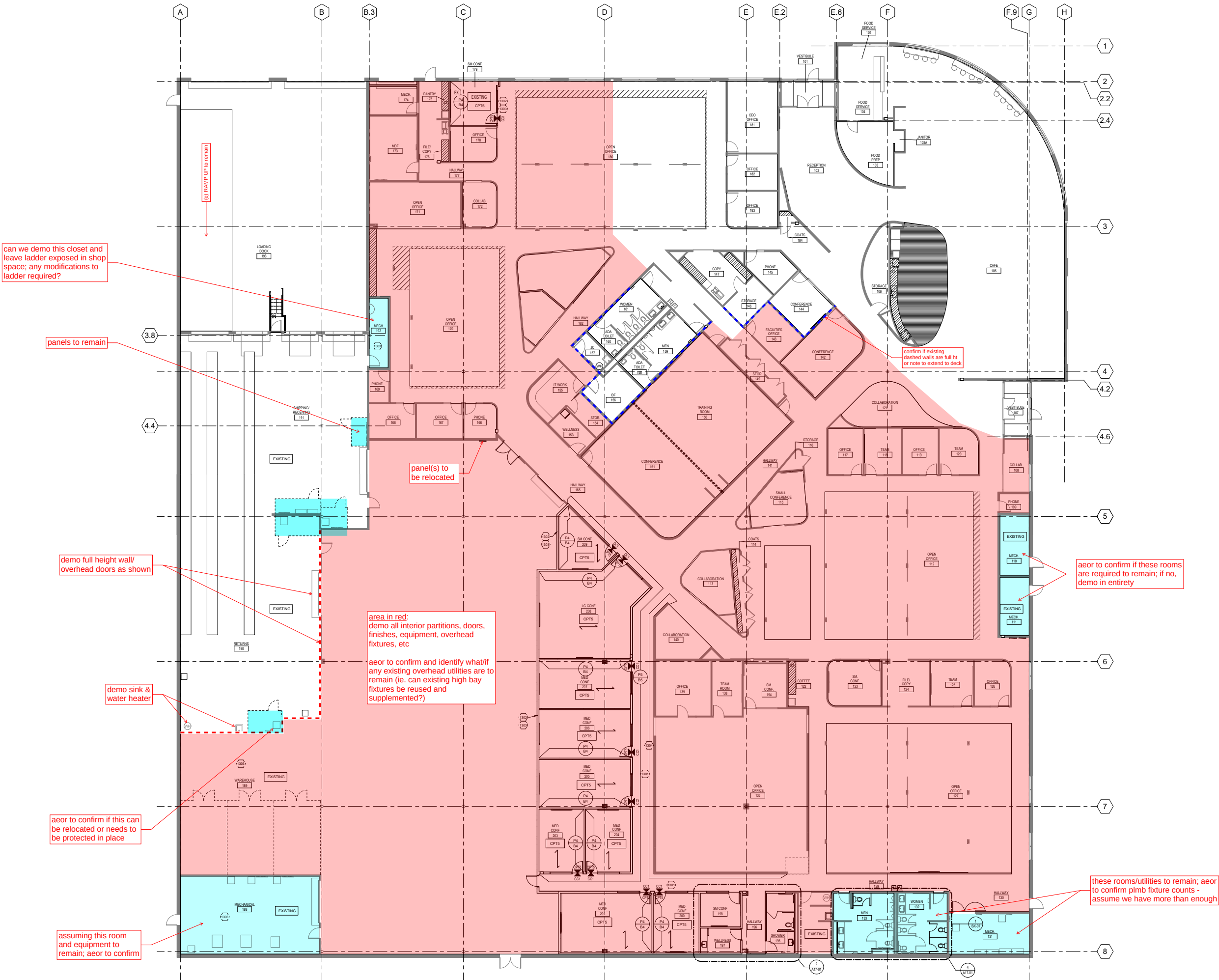
SITE MAP



SITE PLAN



DEMO PLAN

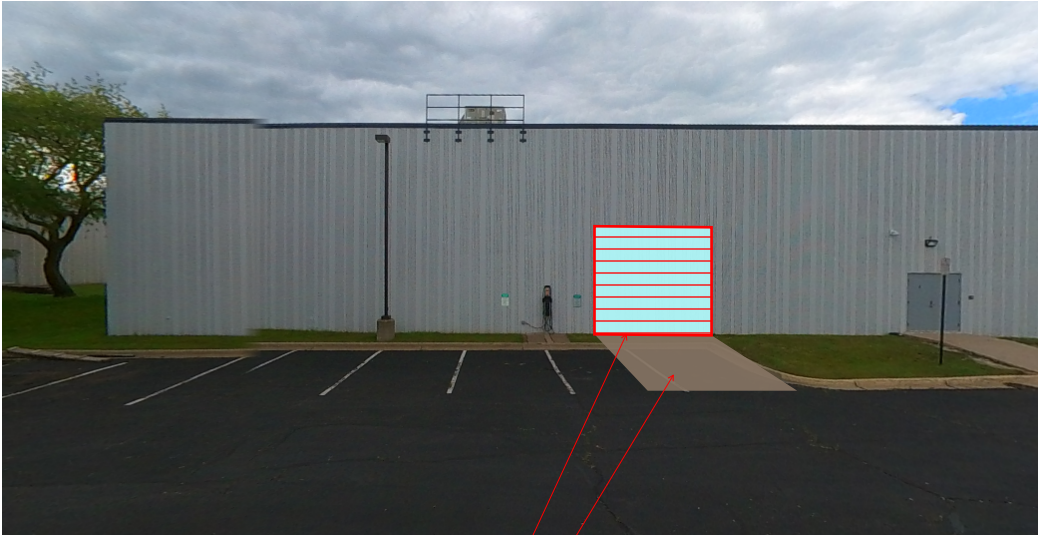


FLOOR PLAN



- provided:
- 2 TIRE/WHEEL
 - 2 WASHBAY
 - 2 WIPE/DETAIL
 - 2 PDI
 - 1 FLAT
 - 10 LIFTS
 - 3 RES
 - ~5 DELIVERY
 - 3 INTAKE
 - 14 CHARGERS:
 - 10 L2s ON LIFTS
 - 2 L2s AT FLATS
 - 2 L2s AT DELIVERY

ELEVATIONS



NEW OVERHEAD DOOR

NEW GRADING



NEW MAN DOOR AND
WIDENED OVERHEAD DOOR

NEW GRADING

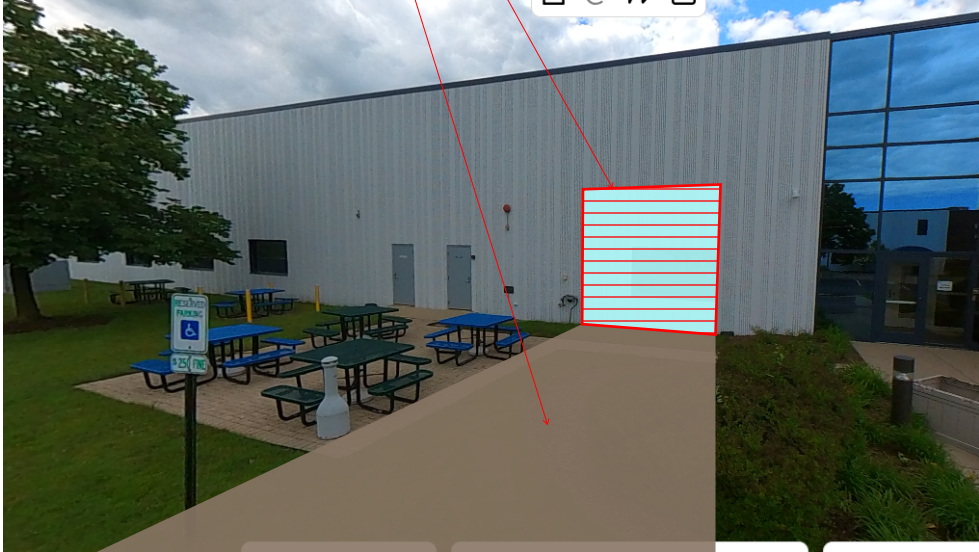
DEMO CURB



E3 DIRECTIONAL SIGN

E1 BUILDING ID

RE-BRAND EXISTING MONUMENT SIGN



NEW OVERHEAD DOOR

NEW GRADING

LEGEND OF SYMBOLS & ABBREVIATIONS

UTILITY POLE	MANHOLE	P.O.C. POINT OF COMMENCEMENT
LIGHT POLE	SANITARY MANHOLE	P.O.B. POINT OF BEGINNING
TRANSFORMER	STORM STRUCTURE (CLOSED)	DEGREES
UTILITY PEDESTAL	STORM STRUCTURE (OPEN)	FEET/MINUTES
TRAFFIC SIGNAL	CURB INLET	INCHES/SECONDS
SIGNAL BOX	VALVE VAULT	S.F. SQUARE FEET
GAS VALVE	FLARED END SECTION	(R) RECORD BEARING/DISTANCE
ELECTRIC METER	WATER LINE	TF TOP OF FOUNDATION
WATER VALVE	TELEPHONE/CATV LINE	FF FINISHED FLOOR
ELECTRIC HYDRANT	GAS LINE	TP TOP OF PIPE
AUTO SPRINKLER	OHW-OVERHEAD WIRES	B.S.L. BUILDING SETBACK LINE
MONITORING WELL	STM-STORM SEWER	P.U.E. PUBLIC UTILITY EASEMENT
GROUND LIGHT	SAN-SANITARY SEWER	D.E. DRAINAGE EASEMENT
BOLLARD	CHAIN LINK FENCE	L ARC LENGTH
B/BOX	STOCKADE FENCE	R RADIUS LENGTH
SIGN	GUARD RAIL	C CHORD LENGTH
FLAG POLE	CONCRETE SURFACE	CB CHORD BEARING
	COMP CORRUGATED METAL PIPE	

ZONING INFORMATION

THE SURVEYOR WAS PROVIDED WITH THE FOLLOWING ZONING INFORMATION.
PZR REPORT#147584-50 DATED 07-13-2021.

THE SUBJECT PROPERTY IS ZONED " I " INDUSTRIAL DISTRICT

FRONT SETBACK: 25'
SIDE SETBACK: 15'
REAR SETBACK: 15'
MAXIMUM BUILDING HEIGHT: 4 STORIES / 55 FT.
MINIMUM LOT AREA: 20,000 SQ. FT.
MINIMUM LOT WIDTH: 100'
MAXIMUM FLOOR AREA RATIO: 0.80
PARKING SPACE FORMULA: 2 SPACES PER EVERY 3 EMPLOYEES
(ESTIMATED 61 EMPLOYEES) (61 / 3) X 2 = 41
PARKING SPACES REQUIRED: 41 TOTAL PARKING SPACES

EXISTING PARKING SPACE TABLE	
TYPE OF SPACE	TOTAL EXISTING
REGULAR	163
ADA	6
TOTAL	169

VICINITY MAP - NOT TO SCALE



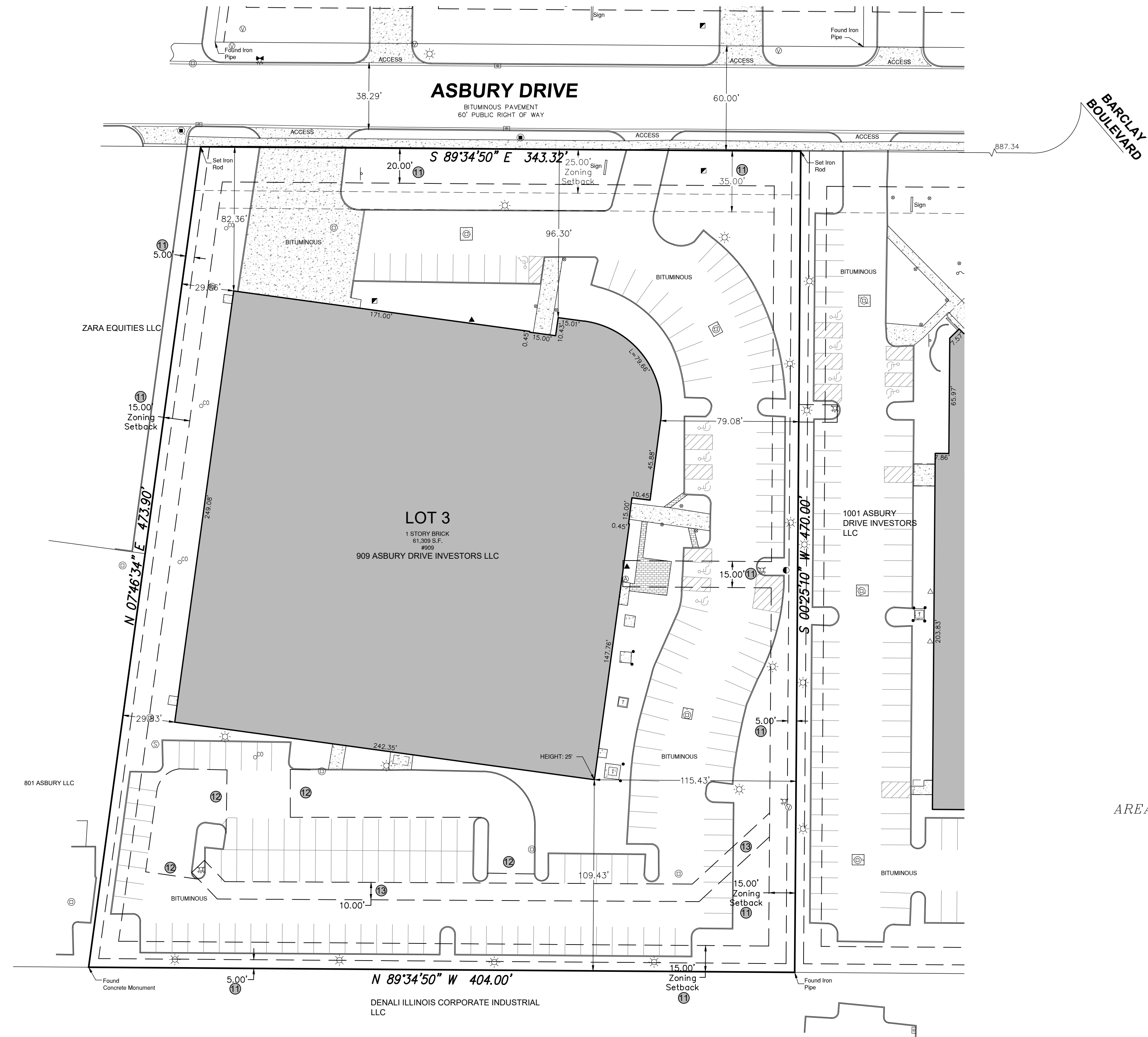
MISCELLANEOUS NOTES

- MN1 SURVEY PREPARED BY:
JLH LAND SURVEYING INC.
910 GENEVA STREET
SHOREWOOD, IL 60404
815.729.4000
INFO@JLHSURVEY.COM
- MN2 ALL FIELD MEASUREMENTS MATCH RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS.
- MN3 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
- MN4 ALL STREETS SHOWN ARE PUBLIC RIGHT OF WAY, UNLESS OTHERWISE NOTED.
- MN5 ASSUMED BEARING: THE SOUTH RIGHT OF WAY LINE OF ASBURY DRIVE TO BE SOUTH 89 DEGREES 34 MINUTES 50 SECONDS EAST.
- MN6 AT THE TIME OF THIS SURVEY THERE IS NO RECORD OR OBSERVED EVIDENCE OF A CEMETERY OR BURIAL GROUND.
- MN7 AT THE TIME OF THIS SURVEY, THE ADDRESS WAS POSTED AS 909 ASBURY DRIVE.
- MN8 THE SUBJECT PROPERTY HAS ACCESS TO AND FROM ASBURY DRIVE WHICH IS GOVERNED BY THE VILLAGE OF BUFFALO GROVE.
- MN9 IN REGARDS TO TABLE "A" ITEM 10, AT THE TIME OF THIS SURVEY, THERE WERE NO PARTY WALLS DESIGNATED BY THE CLIENT TO REFERENCE HEREON.
- MN10 IN REGARDS TO TABLE "A" ITEM 16, AT THE TIME OF THIS SURVEY, THERE WAS NO VISIBLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- MN11 IN REGARDS TO TABLE "A" ITEM 17, AT THE TIME OF THIS SURVEY, THERE WAS NO RECENT STREET OR SIDEWALK CONSTRUCTION OR PROPOSED RIGHT OF WAY CHANGES PROVIDED.
- MN12 THE PROPERTY CLOSES MATHEMATICALLY AND WE FIND NO GAPS OR OVERLAPS.
- MN13 PARCEL ID NO. 15-27-103-007.

ITEMS CORRESPONDING TO SCHEDULE B-II

- 9 MATTERS AS SET FORTH IN PLAT ENTITLED ARBOR CREEK BUSINESS CENTRE, DATED DECEMBER 31, 1985 AND RECORDED JUNE 11, 1987 AS DOCUMENT NO. 2577287. UNDERLYING SUBDIVISION, SEE ITEM 11 BELOW, ITEM IS NOT SHOWN.
- 11 TERMS, CONDITIONS, COVENANTS AND EASEMENTS AS SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE BUFFALO GROVE, ILLINOIS, MADE BY AND BETWEEN CITIZENS BANK & TRUST COMPANY, LASALLE NATIONAL BANK, AND KLESTAD COMPANIES, INC., AN ILLINOIS CORPORATION, DATED AS OF APRIL 27, 1987 AND RECORDED JUNE 11, 1987 AS DOCUMENT NO. 2577288, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE BUFFALO GROVE, ILLINOIS, DATED AS OF NOVEMBER 7, 1988 AND RECORDED DECEMBER 22, 1988 AS DOCUMENT NO. 2751558, AS CORRECTED BY CERTIFICATE OF CORRECTION TO PLAT OF SUBDIVISION FOR ARBOR CREEK BUSINESS CENTRE BUFFALO GROVE, ILLINOIS, DATED AS OF NOVEMBER 8, 1988 AND RECORDED DECEMBER 22, 1988 AS DOCUMENT NO. 2751559. ITEM IS BLANKET IN NATURE AND NOT SHOWN.
- 11 MATTERS AS SET FORTH IN PLAT ENTITLED CORUM - RESUBDIVISION, DATED NOVEMBER 10, 1988 AND RECORDED FEBRUARY 28, 1989 AS DOCUMENT NO. 2769110. ITEM IS SHOWN, SEE DOCUMENT FOR PARTICULARS.
- 12 MATTERS AS SET FORTH IN PLAT ENTITLED EASEMENT EXHIBIT FOR FIRE LANE, RECORDED SEPTEMBER 2, 2005 AS DOCUMENT NO. 5852468. DOCUMENT IS ILLEGIBLE, ITEM IS SHOWN GRAPHICALLY.
- 13 MATTERS AS SET FORTH IN PLAT ENTITLED PLAT OF EASEMENT FOR WATER MAIN, RECORDED SEPTEMBER 2, 2005 AS DOCUMENT NO. 5852469. DOCUMENT IS ILLEGIBLE, ITEM IS SHOWN GRAPHICALLY.

AREA: 175,196.64 SF± OR 4.03 ACRES±



FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE(S) _____ OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 1709700262K, WHICH BEARS AN EFFECTIVE DATE OF 09/19/2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, BY CONTACT DATED 07/19/2021. TO THE NATIONAL FLOOD INSURANCE PROGRAM <http://www.fema.gov/>, WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM, NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SIGNIFICANT OBSERVATIONS

NONE WERE OBSERVED.

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
07/19/2021	FIRST DRAFT	08/27/2021	CLIENT COMMENTS
08/13/2021	CLIENT COMMENTS	09/14/2021	NEW TITLE
08/18/2021	CLIENT COMMENTS		
FIELD WORK: DB		DRAFTED: SR	
		CHECKED BY: JLH	
		FB & PG: N/A	

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION.

RECORD DESCRIPTION

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF BUFFALO GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, LEGALLY DESCRIBED AS FOLLOWS:

PARCEL 1:
LOT 3 IN CORUM-RESUBDIVISION OF LOTS 9, 10, 11,12,13,14 AND 15 IN ARBOR CREEK BUSINESS CENTRE, A SUBDIVISION IN SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO A PLAT OF SUBDIVISION RECORDED FEBRUARY 28, 1989 AS DOCUMENT 2769110, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTRE RECORDED AS DOCUMENT NO. 2577288; AS AFFECTED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR ARBOR CREEK BUSINESS CENTER RECORDED AS DOCUMENT NO. 2751558.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 2545231L-O, DATED MAY 17, 2021.

ALTA/NSPS LAND TITLE SURVEY

for
KKR-AIP Portfolio
NV5 PROJECT NO. 202103772-0050
909 Asbury Drive
909 Asbury Drive, Buffalo Grove, IL 60089

BASED UPON TITLE COMMITMENT NO. 2545231L-O
OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BEARING AN EFFECTIVE DATE OF MAY 17, 2021

SURVEYOR'S CERTIFICATION

TO: FIRST AMERICAN TITLE INSURANCE COMPANY; CHICAGO TITLE INSURANCE COMPANY; STEWART TITLE GUARANTY COMPANY (TX); FIDELITY NATIONAL TITLE INSURANCE COMPANY; COMMONWEALTH LAND TITLE INSURANCE COMPANY; NATIONAL LAND TENURE COMPANY; IL 909 ASBURY (DE) LLC; MORGAN STANLEY BANK, N.A.; CITI REAL ESTATE FUNDING INC.; GOLDMAN SACHS BANK USA, DBR INVESTMENTS CO. LIMITED AND DEUTSCHE BANK AG, NEW YORK BRANCH, TOGETHER WITH EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, TRANSFEREES, DESIGNEES OR PARTICIPANTS, AS THEIR INTERESTS MAY APPEAR; PLATINUM OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; BOCK & CLARK CORPORATION, AN NV5 COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 13, 14, 16, 17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 9, 2021.

JAMES L. HARPOLE
REGISTRATION NO. 035-3190
IN THE STATE OF ILLINOIS, EXPIRES 11-30-2022
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.007120
NETWORK PROJECT NO. 202103772-0050 RRF



SHEET 1 OF 1

Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

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: *The establishment, maintenance, and operation of the proposed Rivian Service Center would have no detrimental effect on public health, safety, morals, or general welfare. The proposed build-out would adaptively re-use an existing 61,000sf industrial space located within the Arbor Creek Business Centre to allow for EV maintenance and sales. Rivian's business model employs direct-to-consumer sales and service, thereby preventing the need for a traditional large-scale surface parking lot. Apart from a handful of new openings on the building's exterior, there will be minimal change to the existing condition.*

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: *Rivian has selected the site at 909 Asbury with the specific intent of respecting the existing neighbors, streets, and development within its district. The building's existing footprint matches the tenant's program, and parking requirements without necessitating large scale modifications to the building. There will be no FAR additions to the existing building, and no additional parking stalls added to the existing paved parking lot.*

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: *The proposed program will provide much-needed infrastructure for a growing EV presence in Buffalo Grove while reanimating an existing vacant building within the industrial district. Furthermore, the sales aspect of the program will be take place indoors, and be purchased vehicles will be delivered to the facility before being handed over to the customer.*

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: *Rivian has selected the site at 909 Asbury with the specific intent of respecting the existing neighbors, streets, and development within its district. All vehicle sales will take place within the existing building, and cars and parts will only be delivered from a separate logistics facility on an as-needed basis. The existing building and parking lot are more than sufficient to fulfil this need well within the property line.*

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response: Existing utilities, roads, and drainage are adequate for Rivian's proposed use, and were researched and vetted with the landlord before the site was selected by Rivian. There is currently no plan to modify these existing conditions in a way that would impact the properties surrounding the service center.

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 existing surface parking lot is currently larger than is required by Zoning for this occupancy, as well as Rivian's site-specific program. Access to the parking lot will occur from the existing driveways located along Asbury Drive. There are sufficient existing loading berths, and all vehicles – both customer and employee – will be parked within the property. No residential uses are adjacent to the parcel, so no screening will be necessary. Existing landscaping will remain intact unless indicated in the attached schematic plans.

**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, TUESDAY, OCTOBER 1, 2024**

CALL TO ORDER

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

Present: Chairperson Weinstein, Vice Chairperson Richards, Commissioners Au, Davis, Schwartz, Spunt, and Worlikar.

Absent: Moodhe, Saxena.

A quorum was established.

Also in attendance: Director of Community Development Nicole Woods, Associate Planner Andrew Binder, Village Attorney Patrick Brankin, and Trustee Liaison Weidenfeld.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of a Special Use in the Industrial District (I) for the sale and/or leasing of new and/or used automobiles within an enclosed structure to allow Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive**

Director Woods, provided a background on the subject property and the request.

Jamie Vassallo, Senior Design Manager for Rivian Automotive, and Brian Fleming, the project's architect, were sworn in and presented their request to the Planning and Zoning Commission.

Com. Worlikar asked if auto body or collision work would be done on-site and if both consumer and commercial vans would be serviced at this location.

Ms. Vassallo responded no and that the industrial zoning allows for it, but she said Rivian will not have a paint booth or collision repair at this location. She continued that both consumer and commercial vans will be serviced at this location.

Vice-Chairperson Richards disclosed that he owns a Rivian and stated that he is extremely excited not to have to drive for an hour and a half to get a recall check that he didn't need. He asked if the EV Chargers within the parking lot would be open to the public as Buffalo Grove is in an EV Charger Desert.

Ms. Vassallo responded that they do not have plans for that at this time and will have chargers within the interior of the space to charge vehicles while they are being serviced.

Com. Davis stated that he noticed the delivery time sometimes as late/early as 3 AM

and asked how often it would happen.

Ms. Vassallo responded that the 3 AM deliveries would not be for vehicle deliveries but for operational or vehicle parts deliveries.

Chairperson Weinstein asked about online ordering and whether the general public can purchase a car with a salesperson at the facility.

Ms. Vassallo confirmed.

Chairperson Weinstein asked about the number of vehicles available for test drives and the route for the test drive.

Ms. Vassallo stated that they have not determined a route yet, but they will typically have two to three Rivian vehicles on site to test drive.

Chairperson Weinstein asked if, since Rivian does not have public chargers, will Rivian car owners be turned away if they want to get their cars charged. If not, will the chargers be locked in some way.

Ms. Vassallo stated that she can't speak to that because she is not sure how the service team would operate under those circumstances, but she can double-check whether the chargers will be locked outside of operating hours.

Chairperson Weinstein asked if the facility would have a car wash feature.

Ms. Vassallo stated there will be an interior wash bay for wipe down and detail of cars, no exterior car washes.

Chairperson Weinstein asked Village Staff if car wash use would be OK since there was no mention of a car wash in the materials.

Ms. Woods noted that car wash use is typical and permitted for auto service center use. Mr. Brankin concurred.

Com. Spunt asked how many other of these type of service centers do you have in the US currently.

Ms. Vassallo stated that by the end of this year, they will have around 60, with the closest ones to Buffalo Grove being Milwaukee, Downtown Chicago, and a new location in Downers Grove.

Com. Spunt asked how many employees and when they plan to open.

Ms. Vassallo stated they will have roughly 46 employees by 2027 and anticipate opening next year.

Com. Worlikar asked whether the building will incorporate any environmental sustainability measures or automation.

Ms. Vassallo stated that Rivian is built around respecting the environment and being environmentally friendly. Rivian's engineering team strives to implement measures to make our buildings more efficient.

The staff report was entered into the record as Exhibit 1.

No comments from the public; the public hearing was closed.

Vice-Chairperson Richards moved to recommend approval of a Special Use for the sale and/or leasing of new and/or used automobiles within an enclosed structure to allow Rivian Automotive, LLC to open an electric vehicle service and sales center at 909 Asbury Drive, subject to the conditions in the Staff Report. Com. Davis seconded the motion.

Com. Spunt spoke in favor of the motion and joked about increasing the speed on Asbury Drive for test drives. He stated that with the increase in the popularity of EVs being purchased by residents, this use will be a great addition to Buffalo Grove.

Com. Worlikar spoke in favor of the motion and agreed with Com. Spunt. He stated that he knows many people who drive downtown to service their Rivians, and this new use will save them a lot of trips.

Chairperson Winestein spoke in favor of the motion, stating that he would not typically be in favor of putting a car dealership in an industrial district due to the traffic concerns, stating, however, that most car dealerships want good street frontage and want to be visible. He stated that the use is more incidental to the car service component within the industrial district, with the use not primarily heavy in car sales on the lot.

Moved by Kevin Richards, seconded by Jason Davis to Motion to recommend approval of the Special Use. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

B. Consideration of an Amendment to Ordinance No. 2022-063, the Planned Unit Development and the Unified Sign Package with Variations to Title 14 (Sign Code) for the 7-story, mixed-use building in The Clove development at 100-250 McHenry Road.

Associate Planner Binder provided an overview of the PUD Amendment for the Clove's Signage for the first-floor tenants of the 7-story residential building and the proposed temporary signage.

Teresa Bateman, director of development for BGA Residential, and Brian Newton, president of Parvin-Clauss Sign Co, were sworn in. She presented the proposed sign package and noted that the plan is to have a uniform sign plan for all the

residential building's first-floor tenants. This plan aims to create a comprehensive look for the wall signs, projecting signs, and temporary signs.

Vice-Chairperson Richards asked the difference between blade signs and projecting signs.

Ms. Bateman stated that blade signs are another term for projecting signs.

Vice-Chairperson Richards asked about the standards on colors, materials, and illumination of the signs and if there is one set color for everything.

Ms. Bateman mentioned that as part of their signage package, tenants are permitted to use up to three colors for their signs to maintain the elegance and symmetry of the building. Regarding projection signs, specific height and attachment requirements have been outlined and must be adhered to. Furthermore, once the initial projection sign is installed, it cannot be moved when a new tenant takes over the space. Additionally, the size requirements for projecting signs must be met, and they can only be illuminated from an external point of view, not internally.

Vice-Chairperson Richard asked if the projecting signs shall not exceed 6 square feet and if they all have to be the same size.

Ms. Bateman stated that the projecting signs cannot exceed 48 inches in height, and the sizes could vary based on the tenant, such as different nationally branded logos. She continued that they created the guidelines' parameters because they want the tenants to be identified and unique through the sidewalk environment.

Vice-Chairperson Richards asked if tenants would be able to place their logo on the wall sign.

Ms. Batemen confirmed and stated that within the guidelines they do allow national trademark or federally trademarked logos to be on the wall signs and would work with the Village.

Com. Schwartz asked if any of the signs within the package would allow blinking lights.

Ms. Bateman confirmed that no signs will be allowed to have blinking lights. She also mentioned that no illuminated signs would be allowed within the windows and talked about a light spill of the proposed wall or projecting signs and that there would be no digital signs.

Com. Schwartz asked about the maintenance of the signs if the lights were to go out.

Ms. Bateman stated that the tenants' contracts will enforce the maintenance of the signs, and the maintenance team will work with the tenants to get any signs fixed.

Com. Worlikar asked about the feather flags and how to manage these temporary

signs with the noise that may be created from them.

Ms. Bateman responded that the temporary sign locations they have designated are only for where they will be placed, and they won't all be placed there at the same time so that they can control where they go with safety and weather factors. She stated that their property management and maintenance teams will be there to help enforce and monitor these signs so they are not a nuisance.

Chairperson Winestein asked about the projecting signs and if they will be different sizes.

Ms. Bateman confirmed that they could be different sizes as each business will have their own unique identifier, such as a logo or brand.

Com. Au asked about the color restrictions and the wall signs and asked what the signs could potentially look like.

Ms. Bateman showed on the screen an idea of what the projecting sign could look like with two/three colors.

Vice-Chairperson Richard asked where the lighting would be for the projection signs if they will be externally illuminated.

Ms. Bateman stated that a light fixture would shine down on the projecting sign and that they could keep the lighting under the awning.

Chairperson Winestein asked a hypothetical question if a tenant were a Starbucks, they would have green and white for their signage, and next to them could be a McDolands, and they could have a red and yellow golden arch, and that would meet the requirements.

Ms. Bateman confirmed and stated that brand awareness is important for tenants and being able to promote each individual character.

There were no comments from the public, the public hearing was closed.

The staff report was entered into the record as exhibit 1.

Vice-Chairperson Richards moved to recommend approval of an amendment to Ordinance No. 2022-063, the Planned Unit Development and the Uniform Sign Package, with the following Variations from the Sign Code for the 7-story mixed-use building in The Clove development at 210-250 McHenry Road:

1. A variation from Section 14.16, to exceed the maximum allowable number of wall signs on the building;
2. A Variation from Section 14.16, to allow multiple wall signs to exceed the maximum size;
3. A Variation from Section 14.16 and 14.20 to allow temporary subdivision development signs and For Rent, Sale or Lease signs which exceed the number

and size limitations permitted;

Subject to the conditions in the Staff Report. Com. Davis seconded.

Vice-Chairperson Richards spoke in favor of the motion, stating that he likes the idea of keeping a consistent look and feel to to build some cohesiveness across the tenants and thinks it will be very good across the board. He spoke in favor of the temporary sign changes as they make sense.

Chairperson Winestein spoke in favor of the motion, stating that when looking at the variations and the proposed package, it is all tasteful and makes sense in terms of the scope of the building and the project.

Moved by Kevin Richards, seconded by Jason Davis to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

C. Consideration of a Special Use for a Planned Unit Development, a Final Plat of Re-Subdivision, and Zoning Variation requests to accommodate the resubdivision of the properties at 1020-1040 Lake Cook Road, 151 – 201 Hastings Drive, and 301 Hastings Drive.

Associate Planner Binder provided an overview of the request to re-subdivide the lots to accommodate the detention ponds.

James Lang, the petitioner from Hamilton Partners, was sworn in.

Com. Spunt asked to summarize why the re-subdivision is being requested.

Mr. Lang responded that he was on board when this land was vacant, and the building was built in the late 1980s. He continued that they didn't set up a POA when the buildings were developed and parceled the detention ponds to the closest building at that time. He stated that the issue is the maintenance of the ponds and that a common area for the industrial park of Chevy Chase Business Park West. He continued that when they sold the building at Chevy Chase Business Park East, they didn't establish a POA for the existing pond on that site before the building could be sold. He stated that in order to be proactive in the future, they want to parcel out the ponds and create a POA now so there are no time constraints in the future.

Com. Spunt asked whether the pond lots will be sold and built on, considering they are on separate lots.

Mr. Lang confirmed they will not be sold and built on.

Com. Au asks for more clarification and asked who retains ownership of the ponds.

Mr. Lang explained that the Property Owners' Association (POA) will always own and maintain the ponds and stormwater lines. He mentioned that the POA will be an independent organization responsible for managing the expenses and pro-rate the expenses to each building within the POA.

Com. Au asked about the obligation to pay the POA fees and whether the POA has enough money.

Mr. Lang mentioned that the obligation to pay would be tied to the property for every owner. He also mentioned that they have other business and industrial parks where some property owners do not pay their POA fees. In response, they have included strong language in the POA documents that essentially grants them ownership of the buildings and places liens on them if the POA fees are not paid.

Com. Au stated that she has never seen this type of development before and wants clarification from Staff.

Attorney Brankin provided an overview, explaining that when considering this development as if it were a vacant piece of property, the common areas are usually separated and maintained by an association. He mentioned that the applicant is essentially reversing engineering the original approval by transforming the industrial park into a state similar to what we typically see with any other type of new development with common areas and the creation of a new association so that not all on one property owner has to expense the maintenance of the common areas, such as these ponds. He mentioned that from now on, the responsibility will be shared among all the other owners. He also mentioned that the declaration documents will be carefully reviewed and made very clear, so that all the responsibilities are clearly stated and documented for all the lots within the new POA.

Chairperson Winestein asked about the ownership of the lots.

Mr. Lang stated that everything is under the same ownership.

Chairperson Winestein asked that once you buy one of the parcels within the POA, you become of a member of the association.

Mr. Lang confirmed.

Com. Spunt asked who uses the ponds.

Mr. Lang stated that the existing buildings and buildings across Hastings Street use the pond for their stormwater.

Com. Worlikar asked Attorney Brankin if this subdivision is similar to an HOA.

Attorney Brankin confirmed.

Chairperson Winestein reviewed all zoning variations that are being requested for the subdivision of the lots with the existing buildings and new frontages.

The village staff report was entered as Exhibit 1.

There was no public comment, and the public hearing was closed.

Vice-Chairperson Richards moved to recommend approval of a Special Use for a Planned Unit Development, a Final Plat of Re-Subdivision, and Zoning Variations to accommodate the creation of new lots for the detention ponds within the properties at 1020-1040 Lake Cook Road, 151 – 201 Hastings Drive and 301 Hastings Drive, subject to the conditions in the Staff Report. Com. Spunt seconded the motion.

Chairperson Winestein spoke in favor of the motion stating it's an existing subdivision and effectively reverse engineering how it could have been done in the first place, setting it up for a possible sale of a lot or two at some point in the future.

Com. Worlikar spoke in favor of the motion, concurring with Chairperson Winestein. He stated that if this were a housing community and an HOA, we would be looking at something similar with maintenance.

Moved by Kevin Richards, seconded by Marc Spunt to recommend approval. Upon roll call, Trustees voted as follows:

AYES: 7 Mitchell Weinstein, Kevin Richards, Amy Au, Neil Worlikar, Marc Spunt, Jason Davis, Donald Schwartz

NAYS: 0 None

ABSENT: 2 Adam Moodhe, Sujat Saxena

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Minutes

C. Chairperson's Report

D. Committee and Liaison Reports

E. Staff Report/Future Agenda Schedule

Staff provided information regarding the upcoming future agenda schedule.

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 8:45pm.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 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 - 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

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.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 13.b.

Executive Session- Section 2(C)(6) of the Illinois Open Meetings Act: the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

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)(6) of the Illinois Open Meetings Act: the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

Summary

Executive Session- Section 2(C)(6) of the Illinois Open Meetings Act: the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

Strategic Alignment

Guiding Principle

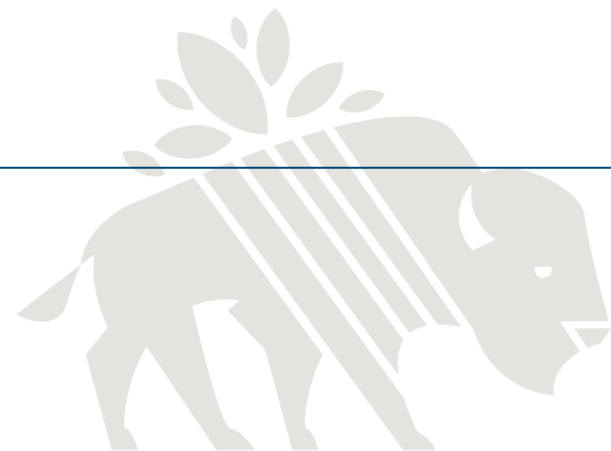
N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 21, 2024

AGENDA ITEM 13.c.

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 into 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

