



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025 at 7:00 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. Minutes of the August 18, 2025 Village Board Regular Meeting
- b. Minutes of the September 2, 2025 Village Board Special Meeting

3. Approval of Warrant

- a. Approval of Warrant #1385 (Trustee Cesario, Chris Black)

4. Village President's Report

- a. Proclamation Recognizing National Suicide Prevention Month (Trustee Johnson,)

5. Village Manager's Report

- a. MABAS Humanitarian Award Presentation (Trustee Richards, Lawrence Kane)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- a. O-2025-94 Ordinance Authorizing Execution of an Amended and Restated Agreement with Pyrotecnico Fireworks Inc for Pyrotechnic Services (Trustee Cesario, Tom Wisniewski)
- b. R-2025-24 Resolution to Support the Village's Safe Routes To School Funding Application (Trustee Weidenfeld, Briget Schwab)
- c. O-2025-95 Ordinance Authorizing the Certificate of Initial Acceptance for Belle Tire (Trustee Weidenfeld, Briget Schwab)

- d. O-2025-96 Ordinance Authorizing the Certificate of Initial Acceptance for Buffalo Grove Self Storage (Trustee Weidenfeld, Briget Schwab)
- e. O-2025-97 Ordinance Authorizing the Village Manager to Execute a Letter of Understanding with the Village of Wheeling for a School Traffic Safety Study (Trustee Weidenfeld, Briget Schwab)
- f. O-2025-98 Ordinance Amending Turning Restrictions to Arlington Heights Road from Buffalo Grove High School (Trustee Weidenfeld, Briget Schwab)
- g. Approval of Renewal of the Electricity Aggregation Agreement with MC Squared Energy Services (Trustee Weidenfeld, Tyler Grace)
- h. Proclamation Celebrating Constitution Week (President Smith, Christopher Stilling)
- i. O-2025-99 Ordinance Amending Title 5.20 Liquor Controls to Update Licenses Authorized (President Smith, Samina Shaikh)
- j. O-2025-100 Ordinance Authorizing the Village Manager to Enter Into a Professional Service Agreement with Waterly, INC. (Trustee Weidenfeld, Chris Krase)
- k. Proclamation- World Food Day October 16, 2025 (President Smith, Christopher Stilling)
- l. Proclamation- International Day of Non-Violence- October 2, 2025 (President Smith, Christopher Stilling)
- m. Proclamation- International Day for Disaster Risk Reduction October 13, 2025 (President Smith, Christopher Stilling)

9. Ordinances and Resolutions

- a. O-2025-101 Ordinance Authorizing the Purchase of an Ambulance from Foster Coach (Trustee Richards, Lawrence Kane)

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)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.
- b. 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.
- 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: September 15, 2025

AGENDA ITEM 2.a.

Minutes of the August 18, 2025 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 August 18, 2025 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. Minutes - 08/18/2025 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, AUGUST 18, 2025**

CALL TO ORDER

President Smith called the meeting to order at 7:00 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

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, Director of Human Resources; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Molly Gillespie, Communications Director; Fire Chief Kane; Police Chief Budds; Commander Jonathan Officer.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Richards, to approve the minutes of the July 21, 2025, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Johnson, seconded by Richards, to approve the minutes of the August 4, 2025, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1384

Mr. Black read Warrant #1384. Moved by Cesario, seconded by Richards, to approve Warrant #1384 in the amount of \$7,943,669.52 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT’S REPORT

President Smith announced that the next “**President's Pick**” will feature Buffalo Grove Park District Board President Hetal Wallace and Executive Director Erika Strojinc. They will discuss future and ongoing plans for Buffalo Grove park improvements and other news from the Park District. Residents are encouraged to attend and are free to discuss any other questions or concerns they might have. The event will be at the pavilion at Mike Rylko Community Park, 951 McHenry Road, from 5:30 - 6:30 P.M. on Tuesday, August 19, 2025.

VILLAGE MANAGER’S REPORT

Chief Budds introduced and reviewed the background, credentials, recognitions and awards for our newest **Commander Jonathan Officer** of the Buffalo Grove Police Department. Commander Officer was congratulated by the audience and the Board as he introduced his family and stated that it is an honor to be given

the opportunity to be our next Police Commander in one of the best agencies and communities there is, and he is looking forward to continuing to serve the residents of Buffalo Grove.

TRUSTEE REPORTS

Trustee Richards reported on the upcoming **Blood Drive** to be held Saturday morning during Buffalo Grove Days, noting the continuing need for donations, and urged residents who are able to participate in the drive.

Trustee Johnson reported on the activities that will take place during **Buffalo Grove Days** over Labor Day weekend and urged residents to join the fun with their friends and neighbors over the weekend.

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. 2025-89 - Parking Restrictions

Motion to pass Ordinance No. 2025-89 amending Parking Restrictions to Highland Grove Drive and Fabish Drive at Tripp Elementary School.

Ordinance No. 2025-90 – Keen Independent Research LLC

Motion to pass Ordinance No. 2025-90 authorizing a Professional Services Agreement with Keen Independent Research LLC.

Ordinance No. 2025-91 - BP Gas Station

Motion to pass Ordinance No. 2025-91 approving amendment to the Preliminary Plan with variations for a car wash addition and other improvements as well as updated signage, and other improvements at the BP Gas Station at 540 McHenry Road.

Ordinance No. 2025-92 -1380 Busch Parkway

Motion to pass Ordinance No. 2025-92 approving a Special Use for an Indoor Instructional Golf Facility in the Industrial District at 1380 Busch Parkway.

Ordinance No. 2025-93 - Strathmore Square Shopping Center

Motion to approve Ordinance No. 2025-93 approving an Amendment to the PUD to allow a Special Use, parking variation, and updates to the signage criteria at Strathmore Square Shopping Center located at 1202 - 1300 Dundee Road.

Moved by Johnson, seconded by Ottenheimer, to approve the Consent Agenda as presented. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2025-23 – AGREEMENT

Moved by Richards, seconded by Johnson, to pass Resolution No. 2025-23 to approve a grant agreement between the Illinois Emergency Management Agency, the Office of Homeland Security, and the Village of Buffalo Grove.

Mr. Grace reviewed the proposed resolution, 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: 6 – Johnson, Richards, Cesario, Ottenheimer, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

PUBLIC COMMENT

President Smith reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda.

On behalf of several neighbors on their block, Mark Czerwinski and Mike Scher, who live in homes adjacent to the **Arboretum Golf Course**, commented on the number of golf balls that are hit on to their properties, which have caused damage to their homes and vehicles and pose potential physical harm to their families, noting that they are hesitant to grill or enjoy their yards. When the golfers are confronted, they deny the accusation. The suggestion is that some type of fund be set aside to reimburse residents for the damage caused by these incidents.

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Cesario, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 7:23 P.M. until 7:55 P.M.

ADJOURNMENT

Moved by Cesario, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried.

The meeting was adjourned at 7:56 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF September 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 2.b.

Minutes of the September 2, 2025 Village Board Special Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the September 2, 2025 Village Board Special Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

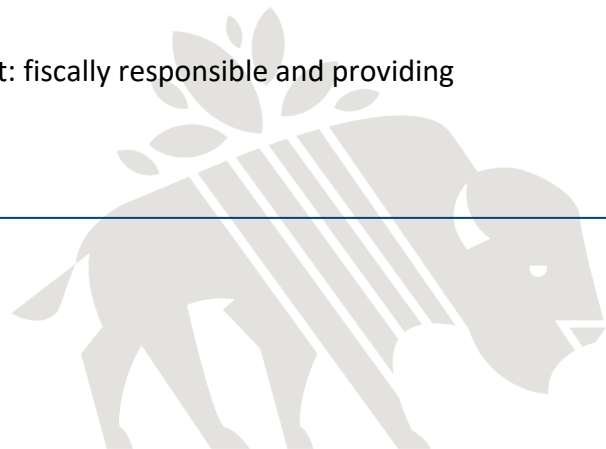
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 09/02/2025 - Special Meeting



**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, TUESDAY SEPTEMBER 2, 2025**

CALL TO ORDER

President Smith called the meeting to order at 11:30 A.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

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

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 11:32 A.M. to 12:17 P.M.

ADJOURNMENT

Moved by Ottenheimer, seconded by Johnson, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried.

The meeting was adjourned at 12:18 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF September 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1385

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1385 in an amount of \$6,052,883.78

Summary

Warrant #1385 in an amount of \$6,052,883.78

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 1385



VILLAGE OF BUFFALO GROVE WARRANT #1385
15-Sep-25

General Fund:	592,594.51
Parking Lot Fund:	448.49
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	450,110.60
Capital Projects-Vehicles/Equipment:	31,394.85
Capital Projects-Streets:	1,263,247.23
Retiree Health Savings (RHS):	0.00
Water Fund:	758,165.44
Buffalo Grove Golf Fund:	66,347.70
Arboretum Golf Fund:	137,965.68
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	127,885.71
Central Garage Internal Service Fund:	135,031.66
Building Maintenance Internal Service Fund:	72,701.76
	<u>3,712,749.63</u>
PAYROLL PERIOD ENDING 08/24/2025	1,143,938.80
PAYROLL PERIOD ENDING 09/07/2025	<u>1,196,195.35</u>
	<u>2,340,134.15</u>
TOTAL WARRANT #1385	<u><u>6,052,883.78</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: September 15, 2025

AGENDA ITEM 4.a.

Proclamation Recognizing National Suicide Prevention Month

Contacts

Liaison: Trustee Johnson

Staff:

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation Recognizing National Suicide Prevention Month

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

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. Proclamation - National Suicide Prevention Month - September



BUFFALO GROVE

PROCLAMATION

National Suicide

Prevention

Month – September 2025

WHEREAS, September is known globally as *National Suicide Prevention Month*, a time dedicated to raising the visibility of mental health resources and suicide prevention services available in our community. The goal is to encourage open discussion about the importance of mental health and the impacts of suicide, to help remove the stigma surrounding these issues, and to guide those in need to appropriate support services; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background. According to National Institute for Health, suicide is the 11th leading cause of death in the United States. It is the second leading cause of death among Americans ages 10–14 and 25–34, the third leading cause among ages 15–24, and the fourth leading cause among ages 35–44; and

WHEREAS, suicide rates in the United States have increased by approximately 36% since the year 2000 according to the CDC; and

WHEREAS, in 2022 nearly 50,000 Americans died by suicide – a record-high number, about 2.6% more than in 2021. This figure represents almost twice the number of homicides in the U.S. that year, equating to roughly one suicide every 11 minutes. Among those who died by suicide in 2022 were an estimated 6,407 U.S. military veterans; and

WHEREAS, each and every suicide directly impacts a multitude of other individuals – by some estimates at least 100 people – including family, friends, co-workers, neighbors, and community members; and

WHEREAS, the Village of Buffalo Grove, Illinois is no different than any other community in facing this issue, and we publicly place our full support behind local educators, mental health professionals, coaches, law enforcement officers, and parents as partners in supporting our community, recognizing the importance of simply being available to one another; and

NOW, THEREFORE, I, Eric Smith, VILLAGE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim and pronounce September as National Suicide Prevention month in Buffalo Grove. We encourage all residents to observe this month by increasing awareness and understanding of suicide prevention, reaching out to those who may be in crisis, and supporting efforts to promote mental health and resilience in our community.

Proclaimed this 15th day of September, 2025.

Eric N. Smith,
Village President

smart. with heart.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 5.a.

MABAS Humanitarian Award Presentation

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends presentation.

Recommended Motion

Staff recommends presentation.

Summary

Background

In July 2025 MABAS Task Force 1 deployed to the state of Texas to provide rescue and relief efforts in support of the flooding events. Battalion Chief Andrew Russell deployed with this team providing communications and logistical support. As a result of his actions, he is being presented the MABAS Humanitarian Award.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Goal

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

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.a. O-2025-94

Ordinance Authorizing Execution of an Amended and Restated Agreement with Pyrotecnico Fireworks Inc for Pyrotechnic Services

Contacts

Liaison: Trustee Cesario

Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of pyrotechnic services from Pyrotecnico Fireworks, Inc in an amount not to exceed \$106,833.00 for the initial 3-year term of the contract.

Summary

Recommendation

Staff recommends authorizing the Village Manager to execute an Amended and Restated Agreement with Pyrotecnico Fireworks Inc for Pyrotechnic Services in an amount not to exceed \$106,833.00 for the initial 3-year term of the contract, pending final review and approval by the Village Attorney.

Background

On January 11, 2019, the Village of Buffalo Grove entered into an agreement with Melrose Pyrotechnics for Pyrotechnic Services. Since that time, the company has changed its name to Pyrotecnico Fireworks, Inc., and updates to the scope of services have become necessary to align with current operational standards. The amended agreement formally updates the contractor's name and address, modernizes the scope of services to reflect today's safety and performance requirements, and includes a viewing area map, which had not been part of the original agreement. Pyrotecnico has been a valued partner, consistently meeting the Village's expectations in both quality and reliability.

To enhance long-term planning and support cost containment, staff negotiated a revised extension structure. The amended contract now includes a three-year initial term, covering the 2026, 2027, and 2028 fireworks shows. Additionally, two optional two-year extensions have been added (covering 2029–2030 and 2031–2032), subject to future Village Board approval.

Any contract extension will be brought before the Board for review and authorization.

Financial Impact

This work would be expected to continue to be done within the 2026 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. Pyrotechnics Ordinance Draft
2. Firework Contract 2026-2028-Amended





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT WITH PYROTECNICO FIREWORKS INC FOR PYROTECHNIC 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 Pyrotecnico Fireworks Inc for Pyrotechnic Services in an amount not to exceed \$106,833.00 for the initial 3-year term of the contract covering 2026, 2027, & 2028, 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: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

VILLAGE OF BUFFALO GROVE
AMENDED and RESTATED SERVICE AGREEMENT
PYROTECHNIC SERVICES

THIS AGREEMENT Amended and Restated is dated as of the 15th day of September, 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Contractor 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. CONTRACTOR.

A. Engagement of Contractor. The Village desires to engage the Contractor Identified below to provide all necessary professional Pyrotechnic Services and to perform the work in connection with the project identified below:

Pyrotecnico Fireworks Inc. ("Contractor")
1 Kingsbury Industrial Park
PO Box 302
Kingsbury, IN 46345
rpakosz@pyrotecnico.com

B. Project Description. The Contractor shall provide Pyrotechnic Services for the Village of Buffalo Grove.

C. Representations of Contractor. The Contractor has submitted to the Village a description of the services to be provided by the Contractor, a copy of which is attached as Exhibit B to this Agreement ("Services"). The Contractor 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 Contractor.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services.
- B. **Services.** The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Contractor 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 Contractor shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Contractor 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 Contractor shall be paid as provided in Exhibit A. The Contractor shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Contractor. 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 Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Contractor 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 Contractor 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 Contractor wishes to make a claim for additional compensation as a result of action taken by the Village, the Contractor 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 Contractor, the Contractor 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 Contractor.

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 3.5% per year.

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 Contractor. 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 Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor 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 Contractor 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 Contractor 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 Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor 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 Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, 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 Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any 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 Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor 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 Contractor or the Village; or (iv) to have been supplied to the Contractor 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 Contractor.** The Contractor 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 Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Contractor 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 Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor'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 Contractor, except to the extent caused by the sole negligence of the Village.
- C. **Insurance.** Contemporaneous with the Contractor's execution of this Agreement, the Contractor 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 B 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 Contractor shall, at all times during the term of this Agreement, maintain and keep in force, at the Contractor'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 Contractor as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Contractor 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 Contractor; or (ii) to create any relationship between the Village and any subcontractor of the Contractor.
- B. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor 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 Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor 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 Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor 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 Contractor 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 Contractor. In the event that this Agreement is so terminated, the Contractor 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. The Agreement may be renewed upon mutual agreement by both parties for two (2) additional two (2) year periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to one hundred and eighty (180) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the 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. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Agreement or the Services.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the 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 Contractor 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 Contractor'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 Contractor.** The Village may require the Contractor, 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 Contractor 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 Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

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 Contractor or with any vendor solicited or recommended by the Contractor.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor 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 Contractor, 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 Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Contractors engaged by the Village.
- L. **News Releases.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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: tcwisniewski@vbg.org
cc: pbrankin@schainbanks.com

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

Pyrotecnico Fireworks Inc. ("Contractor")
1 Kingsbury Industrial Park
PO Box 302
Kingsbury, IN 46345
rpakosz@pyrotecnico.com

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor 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 Contractor 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 and Exhibit B 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.** Contractor 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 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 the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request. Furthermore, should Contractor request that 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 reasonable attorneys' 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 Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor'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: _____

Pyrotecnico Fireworks Inc.

By:  _____
Printed Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: September 4, 2025

Exhibit A.

SCHEDULE OF PRICES
PYROTECHNIC SERVICES

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF CONTRACTOR: Pyrotecnico Fireworks Inc.

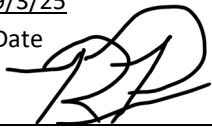
The undersigned, declares that it has carefully examined the Scope of Services, the Pyrotechnic Services RFP, and all other documents referred to or mentioned in the Services Agreement and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the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

Description	Display Duration	Cost
Fireworks Display Saturday July 4, 2026	20 min	\$ 34,133.00
250 th Additional Fireworks Option		\$3,000.00
Fireworks Display Sunday July 4, 2027	20 min	\$ 34,500.00
Fireworks Display Tuesday July 4, 2028	20 min	\$ 35,250.00
Total Three Year Cost		\$ 103,883
Contract Extension # 1		
Fireworks Display Wednesday July 4, 2029	20 min	\$35,250.00
Fireworks Display Thursday July 4, 2030	20 min	\$36,132.00
Contract Extension # 2		
Fireworks Display Friday July 4, 2031	20 min	\$36,700.00
Fireworks Display Sunday July 4, 2032	20 min	\$36,700.00

If your firm provides additional optional services please attach a page describing the optional service and the cost for that service as well as any ongoing costs for that service.

9/3/25

Date



(Sign here)

219-393-9082

Phone

rpakosz@pyrotecnico.com

E-mail

Riley Pakosz_

(Print Name)

Exhibit B.
("Services")

Scope of Services Requested

OVERVIEW

The Village of Buffalo Grove has selected Pyrotecnico Fireworks Inc to provide a Fireworks display at the Buffalo Grove Golf Course 48 Raupp Blvd, Buffalo Grove IL 60089 on Independence Day Saturday July 4, 2026, Sunday July 4, 2027, and Tuesday July 4, 2028.

The term of the contract will be three (3) years with two (2) possible two (2) year extensions from the Village's date of award of contract.

I. Minimum Requirements

Listed below are the minimum requirements the Village is specifying for Pyrotechnic Services:

1. Notwithstanding the terms of the Service Agreement ("Agreement"), the Village of Buffalo Grove has the right, without penalty or cost to cancel any display, Change display location, reduce or increase the cost of the display with 90 days written notice.
2. Show length shall be 20-25 minutes with constant display.
3. Display shall be coordinated with music. The Contractor shall supply downloadable music files playable on an iPod or iPhone for the show and coordinate music presentation.
4. The display shall be entirely aerial. No ground effects or "cake box" fireworks are permitted.
5. The show must clear the tree line and be seen from a large viewing area (Willow Stream Park – See Map). The fireworks will be set-up at the Buffalo Grove Golf Course, driving range, at 48 Raupp Boulevard Buffalo Grove, Illinois.
6. The Village has the right to modify the location of the display with ninety (90) days written notice to The Contractor.
7. The largest shell used shall be based on distance requirements of National Fire Protection Association Code (NFPA) 1123, Code for Fireworks Display, 2018 ed.
8. Display must comply with the National Fire Protection Association Code (NFPA) 1123, Code for Fireworks Display, 2018 ed.
9. The Contractor shall comply with the provisions of the Fireworks Use Act (425 ILCS 35/0.1 et seq.), and the Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/1 et seq.). A copy of these Acts can be obtained on the web site (www.ilga.gov).
10. The Contractor shall provide a description of size, origin, color and unusual feature of shells and a list of the Class 1.3G Pyrotechnic devices utilized for each display.
11. The display set up shall not include any reloads.

12. The fireworks shall be electronically fired, using modern remote firing systems.
13. Vehicles transporting 1.3 G fireworks shall be identified with approved DOT, orange 1.3 G explosives placard.
14. No subcontractors shall be used in the setup or firing of the fireworks display.
15. Clean up of all shells in the surrounding area after show.
16. In the event of inclement weather, as determined by either party, the Contractor shall work with the Village to reschedule the display for a mutually agreed-upon alternate date. The Village reserves the right to cancel or delay the event due to weather conditions, and the Contractor shall comply without penalty.
17. The Buffalo Grove Fire Department, and other Village staff as appropriate, will conduct site inspection(s).
18. The Contractor shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Contractor shall supply, maintain, and remove all equipment for the performance of the work and shall be responsible for the safe, proper, and lawful construction, maintenance, and use of same. This work shall be completed to the satisfaction of the Village. The Contractor shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Contractor shall provide all safeguards and suitable barricades to protect public and adjacent property. The Village is not responsible for site safety at the launch site. The Contractor is solely and exclusively responsible for construction, means, methods, techniques, and all site safety.
19. The Contractor will be required to provide the Village of Buffalo Grove with a complete list of all personnel who will be on site of the fireworks, including a legible photo ID of the Lead Pyrotechnic Operator, a minimum of two weeks prior to set up for each display.
20. Contract Extension(s) will require the same services but the date of the events will change as follows:

Contract Extension # 1
 - a. 2029: Independence Day Wednesday July 4, 2029
 - b. 2030: Independence Day Thursday July 4, 2030
Contract Extension # 2
 - a. 2031: Independence Day Friday July 4, 2031
 - b. 2032: Independence Day Sunday July 4, 2032

II. Contractor's Insurance

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 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 \$4,000,000 or a project/contract specific aggregate of \$2,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a A.M. Best's rating of no less than A, XII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village and the its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

2. Kotecki Waiver. In addition to the requirements set forth above, the Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.



Village of Buffalo Grove Fireworks Display Locations





PYROTECNICO™
VITALE FAMILY FIREWORKS * 1889

Village of Buffalo Grove

Buffalo Grove, IL

July 4, 2026-2028



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Ensuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



ABOUT PYROTECNICO – LEADERSHIP

At Pyrotecnico, our leadership team consists of professionals at every level, with years of experience behind each department. Not only do we pride ourselves with our creative abilities when it comes to fireworks displays, it is just as essential to provide a solid corporate foundation in which to operate safely, successfully, and effectively.

➤ **EXECUTIVE LEADERSHIP TEAM**

Stephen Vitale, President & CEO
Rocco Vitale, Executive Vice President of Fireworks
Kyle Reinke, Corporate Controller

➤ **REGIONAL FIREWORKS LEADERSHIP - MIDWEST**

Jonathan Gesse, Regional Director
Riley Pakosz, Account Executive
Design Manager, Matt Peterson
Production Manager, Wanda Schoof
Operations Manager, Jason Ott
Inventory Manager, Randy Linn

Client: Village of Buffalo Grove

Event Date: July 4, 2026-2028

Prepared for: Village of Buffalo Grove

Type of Show: July 4 firework display - 100% electronic fired -

Length of Show: 20-25 minutes

Type of Pyrotechnic Effects: Aerial Display Shells & Multishot items

Proposal Includes:

Licensed Professional Pyrotechnicians

All Fireworks Material Necessary to the Production

All Firing Equipment Necessary to the Production Computer-
Designed Choreography

Professionally engineered soundtrack

\$5,000,000 Public Liability Insurance

Workers Compensation Insurance

All Transportation Expenses

Proposal Cost: \$34,133.00 - \$34,500.00 - \$35,250.00



DETAILS

*Approximate Shell Count

Duration: 20-25 minutes

2.5" - 210

3" - 436

4" - 276

5" - 165

6" - 89

2026 marks the 250th anniversary of the USA. An additional \$3,000 would add additional product into the finale of the display. The finale of the display will consist of mainly red, white, and blue shells to highlight America's birthday.

GRAND TOTAL

2026: \$34,133 + \$3,000 addition option

2027: \$34,500

2028: \$35,250

Total: \$103,883 or with option \$106,883



International Awards and Recognition by Pyrotecnico

Gold Jupiter, L'International des Feux Loto-Quebec, Montreal, Canada (2006)

1st Place, Shanghai International Music Fireworks Festival, Shanghai, China (2007)

1st Place, L'International des Feux Loto-Quebec, Montreal, Canada (2008)

3rd Place, L'International des Feux Loto-Quebec, Montreal, Canada (2009)

3rd Place, DaNang International Fireworks Competition, DaNang, Vietnam (2010)

1st Place, Hanabi World Cup, Nagasaki, Japan (2010)

Pyrotechnics Guild International Best Commercial Display, Appleton, WI (2010)

Silver Award, Busan Fireworks Festival, Busan, Korea (2011)

Best of Festival, Globalfest, Calgary, Canada (2012)

People's Choice Award, Globalfest, Calgary, Canada (2013)

Kid's Choice Award, Globalfest, Calgary, Canada (2013)

1st Place, DaNang International Fireworks Competition, DaNang, Vietnam (2013)

3rd Place, DaNang International Fireworks Competition, DaNang, Vietnam (2015)

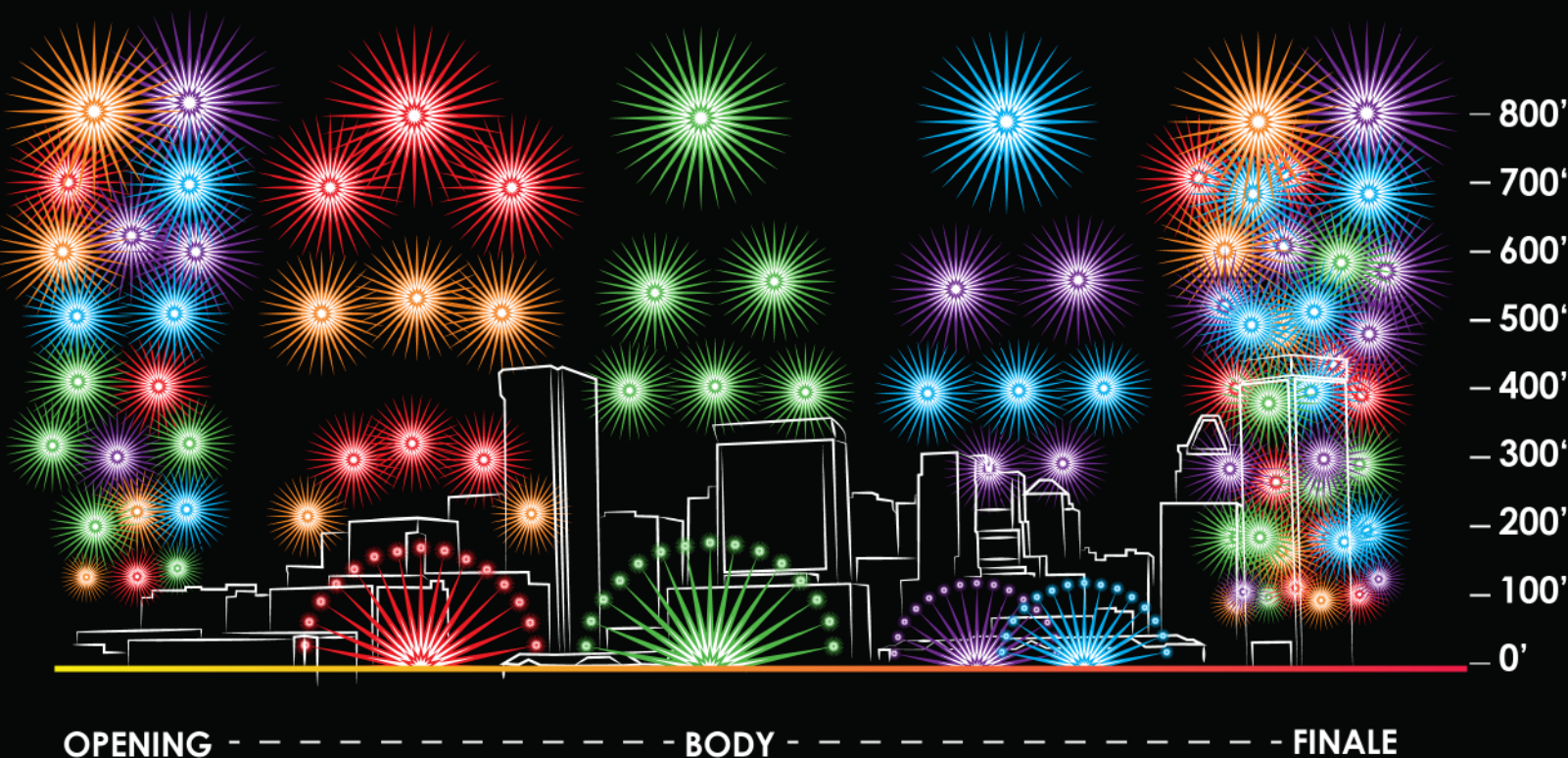
Exhibition, Seoul International Fireworks Festival, Seoul, South Korea (2015)

Bronze Jupiter, L'International des Feux Loto-Quebec, Montreal, Canada (2018)



This proposal is intended to give an approximate show design and description. Please contact your Pyrotecnico Event Producer with any questions or concerns.

We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.b. R-2025-24

Resolution to Support the Village's Safe Routes To School Funding Application

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the resolution in support of the Village's application for funding and the following School Transportation Safety Study through the Safe Route To School Program.

Summary

Background

Police requested Engineering support to review the locations of their adult crossing guards and determine appropriate specifications for the program. Together, it was determined that the appropriate recommendations necessitated a comprehensive review of school transportation safety Village-wide. Engineering reached out to several reputable consulting companies to develop a scope and cost estimate for an engineering study to meet the Village's needs for school travel plans.

Analysis

Funding source opportunities to pay for the study were also reviewed and pursued, successfully obtaining funding for Cook County schools via the Invest In Cook program in partnership with the Village of Wheeling. Engineering is currently preparing to submit to the Safe Routes to School (SRTS) program to provide for travel plans for Lake County schools. This funding cycle, non-infrastructure projects are being funded at 100% of qualifying activities with no local matches necessary for projects up to \$100,000. Engineering has been working with Civiltech Engineering to develop a scope and cost for the study which will meet community needs and the guidelines of the National Safe Routes To School program and is confident the final submittal will be fully funded by State and Federal funds.

SRTS awards funds as a reimbursement, therefore, as part of the SRTS application, the applicant's governing board is required to affirm that it has sufficient funds and can undertake the work if selected.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 5: Partnership with Local Districts

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

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

File Attachments

1. DRAFT Resolution - SRTS





RESOLUTION 2025-xx

A RESOLUTION SUPPORTING AN APPLICATION
FOR FUNDING TO THE SAFE ROUTES TO SCHOOL
PROGRAM

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

WHEREAS the Safe Routes to School (SRTS) program is a federally funded program administered in Illinois by the Illinois Department of Transportation (IDOT); and

WHEREAS the Village of Buffalo Grove, with support from local School Districts, is applying for funds through IDOT from the SRTS program to conduct a transportation safety study to better enable and encourage children to safely walk and bike to school; and

WHEREAS Safe Routes to School funds are paid as a reimbursement and therefore applications require a formal commitment from the public agency that will be receiving these funds.

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 supports the goals of the Safe Routes To School Program and commits to the funds necessary to carry out the project following funding award subject to the approval of the Engineering Safety Study by the Village Board of Trustees in an amount not-to-exceed \$100,000.00.

SECTION 2. Staff will present the Village Trustees with all contracts and agreements required for the study prior to issuing a Notice to Proceed.

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.c. O-2025-95

Ordinance Authorizing the Certificate of Initial Acceptance for Belle Tire

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Certificate of Initial Acceptance for Belle Tire

Summary

The Developer of Belle Tire, located at 704 E Lake Cook Road, has completed the required improvements, and is recommended to be moved to the one-year maintenance period beginning September 15, 2025. Belle Tire includes a private building, a parking lot and the associated infrastructure. Staff recommends approval of the Certificate of Initial Acceptance for Belle Tire.

Strategic Alignment

Guiding Principle

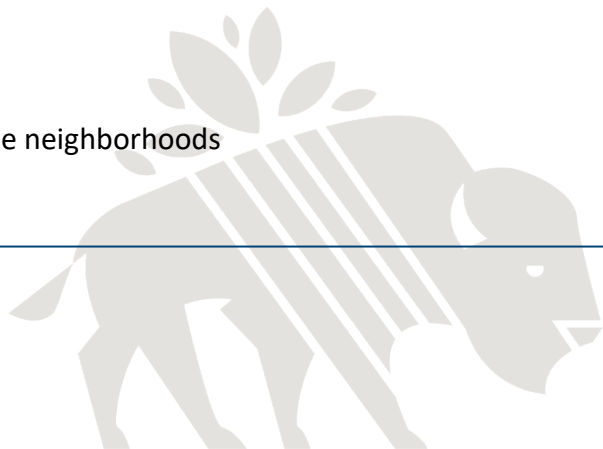
Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Certificate of Initial Acceptance - Belle Tire
2. Draft Ordinance - Belle Tire CIA 9-15-25



VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION: Belle Tire
UNIT NO. _____

DEVELOPER: Belle Tire Distributors, Inc.
LOCATION: 704 E Lake Cook Rd. Buffalo Grove, IL 60089

Dedicated Public Right of Way (if any): _____ N/A _____

Description of Public Improvements: Sidewalk, parkway restoration, sanitary/storm sewer & water main modifications

Description of Private Improvements: Buildings, parking lot & entrance improvements, private roads, and stormwater management infrastructure.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated: September 3, 2025 which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR BELLE TIRE

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

WHEREAS the Village seeks to execute a Certificate of Initial Acceptance with Belle Tire Distributors, Inc. for Belle Tire located at 704 E Lake Cook Road in the Village of Buffalo Grove,

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 a Certificate of Initial Acceptance with Belle Tire Distributors, Inc. for Belle Tire located at 704 E Lake Cook Road in the Village of Buffalo Grove,

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: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.d. O-2025-96

Ordinance Authorizing the Certificate of Initial Acceptance for Buffalo Grove Self Storage

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Certificate of Initial Acceptance for Buffalo Grove Self Storage

Summary

The Developer of Buffalo Grove Self Storage, located at 105 Lexington Drive, has completed the required improvements, and is recommended to be moved to the one-year maintenance period beginning September 15, 2025. Buffalo Grove Self Storage includes a private building, a parking lot and the associated infrastructure. Staff recommends approval of the Certificate of Initial Acceptance for Buffalo Grove Self Storage.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Certificate of Initial Acceptance - Self Storage
2. Draft Ordinance - Self Storage CIA 9-15-25

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION: Buffalo Grove Self Storage
UNIT NO. _____

DEVELOPER: Berman Lapetina Enterprises, LLC
LOCATION: 105 Lexington Dr. Buffalo Grove, IL 60089

Dedicated Public Right of Way (if any): _____ N/A

Description of Public Improvements: Sidewalk, parkway restoration, sanitary/storm sewer & water main modifications

Description of Private Improvements: Building, parking lot & entrance improvements, private road, and stormwater management infrastructure.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated: July 10, 2025 which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR BUFFALO GROVE SELF STORAGE

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

WHEREAS the Village seeks to execute a Certificate of Initial Acceptance with Lapetina Enterprises, LLC for Buffalo Grove Self Storage located at 105 Lexington Drive in the Village of Buffalo Grove,

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 a Certificate of Initial Acceptance with Lapetina Enterprises, LLC for Buffalo Grove Self Storage located at 105 Lexington Drive in the Village of Buffalo Grove,

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: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.e. O-2025-97

Ordinance Authorizing the Village Manager to Execute a Letter of Understanding with the Village of Wheeling for a School Traffic Safety Study

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to authorize the Village Manager to execute a Letter of Understanding with the Village of Wheeling to perform a traffic safety study of Cook County School Zones.

Summary

Background

Police requested Engineering support to review the locations of their adult crossing guards and determine appropriate specifications for the program. Upon inspection, it was determined that the appropriate recommendations necessitated a comprehensive review of school transportation safety Village-wide. Engineering reached out to several reputable consulting companies to develop a scope and cost estimate for an engineering study to meet the Village's needs for school travel plans.

Analysis

Funding source opportunities to pay for the study were also pursued, successfully obtaining funding for Cook County schools via the Invest In Cook program. The Village partnered with the Village of Wheeling to leverage greater benefits from an engineering safety study of school zones. Under the attached Letter of Understanding, the Village of Wheeling will be acting as the lead agency in this study, limiting the Village's administrative burdens and reimbursing the Village of Wheeling for costs billed according to the submitted scope breakdown.

Funding has not yet been secured for a study of Lake County schools; however, Engineering is currently preparing a submission for funding via the Safe Routes to School (SRTS) program for remaining Lake County school zones.

Financial Impact

Total study cost: \$174,524

Wheeling Final Cost @ 65.59%: \$114,470.29

BG Final Cost @ 34.41%: \$60,053.71

Cook County Invest in Cook (IIC) Program Commitment @ 50%: \$87,262.00

Revised Study Cost after IIC commitment: \$87,262.00

Wheeling Final Cost @ 65.59%: \$57,235.15

BG Final Cost @ 34.41%: \$30,026.85

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 3: Plan and Invest in the Future

Principle 5: Partnership with Local Districts

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

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

File Attachments

1. DRAFT Ordinance - Wheeling Letter of Understanding approval
2. DRAFT Letter of Understanding - Wheeling Cost Sharing





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A LETTER OF UNDERSTANDING WITH THE VILLAGE OF WHEELING FOR A SCHOOL SAFETY STUDY

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

WHEREAS the Village desires to complete a technical study of transportation safety affecting schools and

WHEREAS the Village of Buffalo Grove, received a notice of award jointly with the Village of Wheeling from the Invest In Cook Program by the Cook County Department of Transportation and Highways for a school zone safety engineering study; and

WHEREAS it is advantageous for the Village of Wheeling already being in existing agreements with Cook County and having the majority of the study area located within Cook County to take on the role of lead agency; and

WHEREAS both the Village of Buffalo Grove and the Village of Wheeling are amenable to the scope of the submitted engineering study proposal.

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 shall enter into a Letter of Understanding titled *School Zone Safety Study Cost Sharing* dated September 9, 2025 with the Village of Wheeling specifying the details of each Village's share of costs and responsibilities for payment.

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 be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025

APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

Village of Wheeling	)	Letter of Understanding
Village of Buffalo Grove	)	School Zone Safety Study
		Cost Sharing

The Village of Wheeling (“WHEELING”) and the Village of Buffalo Grove (“BUFFALO GROVE”) collectively referred to as the (“PARTIES”) desire to work together to complete a school zone safety study (the “STUDY”) at twelve (12) schools within the municipal limits of these two Villages. The study will assess existing signage, striping, and infrastructure. The goal is to identify safety deficiencies at these schools and identify future projects that will improve the safety for the children and parents and guardians.

- 1. The project specifics and responsibilities of each party are mutually agreed by and among the PARTIES hereto, and are understood to be the following as enumerated below:
- 2. WHEELING has agreed to act as the lead agency for this Study and to perform the administrative functions associated with the STUDY.
- 3. WHEELING has contracted with Civiltech Engineering Inc., a qualified engineering consultant (“CONSULTANT”) to complete the STUDY at a total not-to-exceed cost of \$174,524.00.
- 4. The total amount of the STUDY shall be divided between the PARTIES at a predetermined cost based on the scope of work required for each Village. The not to exceed cost share for BUFFALO GROVE for this STUDY is \$60,053.71 (34.41%). WHEELING’s cost share for this STUDY is \$114,470.29 (65.59%)
- 5. The Invest in Cook Grant that was awarded to WHEELING will commit an amount not to exceed 50% of the project cost up to \$100,000.00. WHEELING will cover the initial cost of the entire study including BUFFALO GROVE’s cost. After Invest in Cook appropriates their share, the remaining overall shared cost of the study is \$87,262.00. The not to exceed cost for BUFFALO GROVE for the study is \$30,026.85. The not to exceed cost to WHEELING for the study is \$57,235.15.

6. The PARTIES agree that upon completion of the STUDY, BUFFALO GROVE shall pay to WHEELING their respective obligation incurred under Letter of Understanding for payment of their share for the STUDY not to exceed \$30,026.85 plus any additional approved expenses.
7. This Letter of Understanding shall be deemed to take effect as of the date on which the duly authorized agent of the last of the PARTIES hereto execute this Letter of Understanding and affix their signature.
8. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of this Letter of Understanding shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
9. This letter of Understanding may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Letter of Understanding.
10. This Letter of Understanding shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. No PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in this letter of Understanding without first obtaining the expressed written consent and permission of the other PARTIES to this Letter of Understanding.
11. It is mutually agreed by and among the PARTIES hereto that nothing contained in this Letter of Understanding is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under this Letter of Understanding.
12. This Letter of Understanding shall be considered null and void in the event that the contract between WHEELING and the CONSULTANT for the Study is not awarded by February 1, 2026.
13. The individual signing this Letter of Understanding is duly authorized to do so in accordance with the laws of the State of Illinois or by local ordinance.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager
Village of Buffalo Grove

Date: _____

VILLAGE OF WHEELING

By: _____
Jon Sfondilis, Village Manager
Village of Wheeling

Date: _____



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.f. O-2025-98

Ordinance Amending Turning Restrictions to Arlington Heights Road from Buffalo Grove High School

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I recommend approval of the ordinance amending turning restrictions onto Arlington Heights Road from Buffalo Grove High School.

Summary

Background

Existing time-dependent restrictions necessary for a smooth traffic flow during arrival and dismissal periods are unenforceable due to changing school schedules. The revised times better reflect current arrival and dismissal times. Engineering worked with school officials and Village legal council to determine a compromise between more general language, limiting the need for future updates due to schedule changes and enforcement needs. The new times reflect the foreseeable school schedule changes while permitting turning movements during times of minimal congestion.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance - Turning Restrictions BG HS to AH Rd



ORDINANCE 2025-xxx

AN ORDINANCE AMENDING TURNING RESTRICTIONS TO ARLINGTON HEIGHTS ROAD FROM BUFFALO GROVE HIGH SCHOOL

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

WHEREAS the Village seeks to amend the Village of Buffalo Grove Municipal Code to provide for safe and efficient traffic flow surrounding Buffalo Grove High School; and

WHEREAS the recommendations have been developed with members of High School District 214 school staff, Village Police Department staff, and Village Engineering staff; and

WHEREAS the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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. Section 208(I) of Article II of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the ~~struck through~~ text below as follows:

No vehicle or combination of vehicles shall turn left from the south Buffalo Grove High School exit driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 7:30 a.m. ~~and to 8:00 8:30~~ a.m. and 2:00 3:00 p.m. ~~to and 3:00 4:00~~ p.m., school days, and no vehicle or combination of vehicles shall turn left from the north Buffalo Grove High School driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 7:30 a.m. ~~and to 8:00 8:30~~ a.m. and 2:00 3:00 p.m. ~~to and 3:15 4:00~~ p.m., school days.

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 be codified.

AYES: _____
NAYES: _____

ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.g.

Approval of Renewal of the Electricity Aggregation Agreement with MC Squared Energy Services

Contacts

Liaison: Trustee Weidenfeld

Staff: Tyler Grace

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the renewal of the Electricity Aggregation Agreement with MC Squared Energy Services for a two-year term.

Summary

Background

Following voter approval of a referendum in 2012, the Village established an electric aggregation program for residents and small businesses. The Village's current contract under this program expires in December 2025.

Analysis

A recent 800% spike in a capacity price auction, a relatively small component of the overall supply rate, has rippled across the entire PJM power grid, which spans 13 states including ComEd territory. This is one of several factors driving recent steep increases in electric rates. For the new Energy Year (June 2025–May 2026), the base ComEd residential tariff rose from 6.5¢ to 10¢ per kWh. Alternative suppliers, subject to the same cost pressures, also raised their prices. The Village again sought competitive bids; however, as has been the case since 2019, no fixed-rate offer guaranteed savings versus the ComEd base rate, which resets to 10.15¢ on October 1. The lowest bid received was more than 10% higher than ComEd's rate.

MC Squared Energy Services has proposed a ComEd price-match program. Under this agreement, customers will pay the ComEd base rate, while the Village receives a civic contribution of \$4,000 per month—totaling \$96,000 over the agreement. The program structure guarantees that no participant will pay more than the ComEd rate, and participants may opt out at any time without early termination fees.

Next Steps

If approved, and prior to the January 2026 effective date, MC Squared will notify currently enrolled program participants that their participation in the program and that no action is needed on their part.

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 - Amendment No. 4 Electrical Aggregation



EXTENDED TERM AGREEMENT AMENDMENT NO. 4

This Extended Term Agreement Amendment No. 4 (hereinafter the “ETA No. 4”), is entered as of this 15th day of September 2025 between the Village of Buffalo Grove, Lake and Cook Counties, Illinois, an Illinois municipal corporation (hereinafter the “Village”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement dated January 6, 2020 and amended on December 8, 2020, amended on December 5, 2022, December 4, 2023 and further amended on September 15, 2025 (hereinafter the “MPSA” which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.4, Extended Term will last until December 2027, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.21 will remain “Power Supply Bid” means the bidding process conducted by Illinois Aggregation Consultants on behalf of the Municipality.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Buffalo Grove

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed:

Printed/Typed Name:

Sharon Alegado

Title:

Vice President, Sales and Marketing

Attest:

Signed:

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

December 2025 – December 2027

Percent of RECs:	Zero
Civic Contribution:	\$4,000 / Monthly

Supplier will provide a monthly \$4,000 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. December 2025 payment would be paid in February 2026).

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Buffalo Grove

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed:

Printed/Typed Name:

Sharon Alegado

Title:

Vice President, Sales and Marketing

Attest:

Signed:

Printed/Typed Name:

Title:



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.h.

Proclamation Celebrating Constitution Week

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation Celebrating Constitution Week

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

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. Proclamation - Constitution Week - September 17-23 2025



BUFFALO GROVE

PROCLAMATION

CELEBRATING CONSTITUTION WEEK

WHEREAS, it is the privilege and duty of the American People to commemorate the two hundred and thirty seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities, and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as

CONSTITUTION WEEK

NOW, THEREFORE, I, Eric Smith, VILLAGE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim the week of September 17 through 23rd as Constitution Week and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves. **Presented this 15th day of September, 2025.**

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.i. O-2025-99

Ordinance Amending Title 5.20 Liquor Controls to Update Licenses Authorized

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 update the list of licenses authorized.

Summary

Background

This ordinance is to update the list of Buffalo Grove liquor licenses authorized in section 5.20.130 of the municipal code. There are several changes to the list of authorized liquor licenses for the license period May 1, 2025 through April 30, 2026. The changes follow recent business closures, an update to the list of authorized licenses removing inactive license classes, and there is one extension requested for a Class A liquor license reservation.

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. Memo - Amending 5.20 Liquor Controls - 09112025
2. DRAFT Ordinance - Amending 5.20 Liquor Controls - 09152025



MEMORANDUM

DATE: September 11, 2025

TO: Village Manager Dane Bragg

FROM: Samina Shaikh, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Liquor License Updates

RECOMMENDATION

Staff recommend approval of updates to the list of authorized liquor licenses in Section 5.20.130 for license period ending April 30, 2026.

BACKGROUND

There are several changes proposed to the list of authorized liquor licenses for the license period May 1, 2025 through April 30, 2026. Two businesses have recently closed, inactive license classes are removed from the list of authorized liquor licenses, and there is one extension requested for a liquor reservation. All changes are included in the attached ordinance updating Section 5.20.130. An explanation of the changes are as follows:

- A Class C liquor license for Roundy's Illinois, LLC d/b/a Mariano's at 450 Half Day Rd is hereby rescinded. The business has closed.
- A Class C-2 liquor license for Casey's Retail Company d/b/a Goodstop #6405 at 10 Dundee Road is hereby rescinded. The business has been sold.
- A Class H liquor license for IPMedia Holdings, Inc. d/b/a GildedBox at 1360 Abbott Court is hereby removed from the list of authorized licenses. This license class is no longer active.
- A Class J liquor license for Roundy's Illinois, LLC d/b/a Mariano's at 450 Half Day Road is hereby removed from the list of authorized licenses. This license class is no longer active.
- A Class K liquor license for Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company at 1310 Busch Parkway is hereby removed from the list of authorized licenses. This license class is no longer active.
- A Class A liquor license reservation for SP Ramen 24 Inc d/b/a Sanjo Ramen at 167 McHenry Road is extended through December 14, 2025 subject to the applicant completing Village requirements for said license on or before December 14, 2025. The Village Manager shall have the authority to extend the December 14, 2025 date for good cause shown. If not so extended, this reservation shall cease.

Page 1 of 2

smart. with heart.

50 Raupp Boulevard, Buffalo Grove, IL 60089 847-459-2500 vbg.org



ORDINANCE 2025-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 C. 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 C. of Section 5.20.130 shall provide as follows.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class C.</i>	
1. Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
2. Al & Al Cellar, In. d/b/a Al & Al Liquor	400 W. Dundee Road 1
3. BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
4. BGLIQS LLC	1655 Buffalo Grove Road
5. Highland Park CVS, LLC	20 E. Dundee Road
6. Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
7. 77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
8. Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
9-8. American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
10 -9. RR Buffalo Grove LLC d/b/a Ricky Rockets-Buffalo Grove	700 E Lake Cook Road 101
11 -10. Seoul Supermarket, Inc.	1204 Dundee Road
12 -11. Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
13 -12. Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road

14.13. Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road
15.14. Woodman's Food Market, Inc.	1550 Deerfield Parkway
16.15. Lazy Dog Colorado Ops, LLC d/b/a Lazy Dog Restaurant & Bar	51 McHenry Road

SECTION 2. Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.131 Licenses authorized.

Subsection C-2. 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 C-2. of Section 5.20.130 shall provide as follows.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class C-2.</i>	
1. Graham Enterprise, Inc	540 McHenry Road
2. Casey's Retail Company d/b/a Casey's #6427	1251 McHenry Road
3. RDK Ventures LLC d/b/a Circle K	1200 Arlington Heights Road
4. RDK Ventures LLC d/b/a Circle K	50 Lake Cook Road
5. Casey's Retail Company d/b/a Goodstop #6405	10 Dundee Road
6.5. Speedway LLC	201 N. Milwaukee Avenue
7.6. True North Energy, LLC	185 Milwaukee Avenue

SECTION 3. 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 H. 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 H. of Section 5.20.130 shall be removed entirely.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class H.</i>	
1. IPMedia Holdings, Inc. d/b/a GildedBox	1360 Abbott Court

SECTION 4. 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 J. 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 J. of Section 5.20.130 shall be removed entirely.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class J.</i>	
1. Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road

SECTION 5. 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 K. 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 K. of Section 5.20.130 shall be removed entirely.

<i>Licensee and d/b/a</i>	<i>Address</i>
<i>Class K.</i>	
1. Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company	1310 Busch Parkway

SECTION 6.

- A. A Class C liquor license for Roundy's Illinois, LLC d/b/a Mariano's at 450 Half Day Rd is hereby rescinded.
- B. A Class C-2 liquor license for Casey's Retail Company d/b/a Goodstop #6405 at 10 Dundee Road is hereby rescinded.
- C. A Class H liquor license for IPMedia Holdings, Inc. d/b/a GildedBox at 1360 Abbott Court is hereby removed from the list of authorized licenses.
- D. A Class J liquor license for Roundy's Illinois, LLC d/b/a Mariano's at 450 Half Day Road is hereby removed from the list of authorized licenses.
- E. A Class K liquor license for Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company at 1310 Busch Parkway is hereby removed from the list of authorized licenses.
- F. A Class A liquor license reservation for SP Ramen 24 Inc d/b/a Sanjo Ramen at 167 McHenry Road is extended through December 14, 2025 subject to the applicant completing Village requirements for said license on or before December 14, 2025. The Village Manager shall have the authority to extend the December 14, 2025 date for good cause shown. If not so extended, this reservation shall cease.
- G. This Section 6 shall not be codified.

SECTION 7. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.j. O-2025-100

Ordinance Authorizing the Village Manager to Enter Into a Professional Service Agreement with Waterly, INC.

Contacts

Liaison: Trustee Weidenfeld

Staff: Chris Krase

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Professional Services Agreement with Waterly, INC for SCADA support services.

Summary

See attached memo.

Strategic Alignment

Guiding Principle

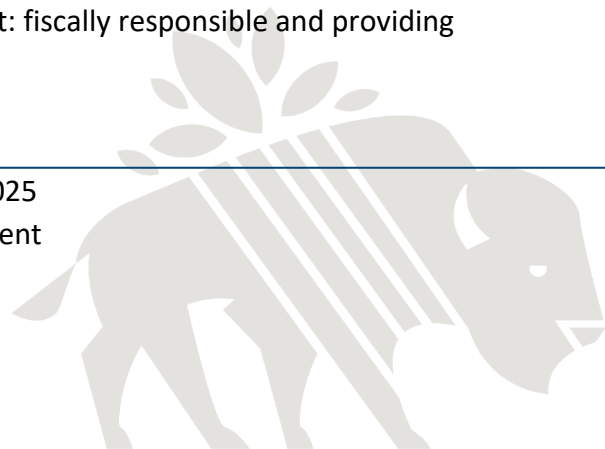
Principle 3: Plan and Invest in the Future

Goal

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

File Attachments

1. Memo - Waterly Data Management - 9.8.2025
2. DRAFT Ordinance - Waterly Data Management
3. Proposal - PSA Waterly Inc.





MEMORANDUM

DATE: September 8, 2025

TO: Dane Bragg, Village President

FROM: Chris Krase, Public Works Superintendent

SUBJECT: Water Data Management

Recommendation

Staff recommends that the Village Board authorize the Village President to enter into a Professional Service Agreement with Waterly, Inc, for an amount not to exceed \$103,000.00 over a two-year contract term, subject to review and approval by the Village Attorney.

Background

Waterly, Inc, founded by Chris Sosnowski, is a company with extensive expertise in Supervisory Control and Data Acquisition (SCADA) systems. Waterly and its founder have a longstanding relationship with the Village, providing support in both the development and management of the Village's existing SCADA system, as well as its ongoing replacement.

Currently, the Village uses Waterly's services for record-keeping in water and sewer pumping operations. With the upcoming SCADA system upgrade, which will generate significantly more digital data, Waterly's enterprise platform offers a comprehensive solution for data management, allowing for efficient data storage, reporting, and compliance with regulatory agencies.

During a recent evaluation of the Village's water and sewer data management practices, Waterly proposed an alternative to the existing DMA zone management system. This alternative not only offers substantial cost savings but also seamlessly integrates with the existing software, providing a more user-friendly interface for frontline staff.

Breakdown of Costs

Description	Price	Qty	Subtotal
Waterly Enterprise Platform Enterprise Intelligence Enablement, Hosting and Support	\$5,000.00	1	\$5,000.00
Waterly Enterprise Platform Annual Fee	\$20,00.00	1	\$20,00.00/Year
Development Projects Y1 Enterprise Intelligence Applications 2025-26 Development Retainer	\$39,000.00	1	\$39,000.00
Development Projects Y2 Enterprise Intelligence Applications 2026-27 Development Retainer	\$39,000.00	1	\$39,000.00
		Total	\$103,000.00

Funding has been allocated for SCADA Improvements, Support, and Water Loss Management via the Water Capital Fund 170.55.35.560.60.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH WATERLY, INC.

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

WHEREAS the Village seeks to authorize the Village President to enter into a Professional Service Agreement with Waterly, Inc.

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 a Professional Service Agreement with Waterly, LLC for Water Data Management at a price not to exceed \$103,000.00, 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: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
Water Data Management

THIS AGREEMENT is dated as of the _____ day of _____ 20____ (**"Agreement"**) and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation (**"Village"**) and the Consultant 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. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Waterly Inc. ("Consultant")
4216 Belson Ln,
Crystal Lake, IL 60014
ATTN: Chris Sosnowski
Telephone: 833-492-7370
Email: Chris@waterly.com

B. Project Description. The Consultant shall provide Waterly's Service Platform and support Targeted Capital Improvement Initiatives.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit B to this Agreement ("Services"). The Consultant 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 Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant 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 Consultant shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Consultant shall regularly report to the Public Works Superintendent, 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 Firm shall submit invoices to the Village for all Time and Material Services and subcontractor services monthly. The Firm shall submit invoices to the Village for all SaaS and Reporting *Subscription Fee* annually. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the 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 Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Consultant 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 Consultant 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 Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant 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 Consultant, the Consultant 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 claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees are hereby waived and released by consultant.
- F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

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 Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.
- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant 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 Consultant 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 Consultant 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 Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant 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 Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, 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 Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant 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. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

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 Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant 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 Consultant or the Village; or (iv) to have been supplied to the Consultant 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 Consultant.** The Consultant 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 Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Each Party shall protect the Confidential Information of the other Party with the same standard of protection and care that it uses for its own Confidential Information, but in no event less than reasonable care and diligence. Neither Party shall disclose, publish, transmit or make available all or any part of such Confidential Information except in confidence or a need-to-know basis to its own employees and third-party contractors who have undertaken a written obligation of protection and confidentiality and its legal and professional advisors under similar confidentiality obligations, and shall not duplicate, transform or reproduce such Confidential Information except as expressly permitted hereunder.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. 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 Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant'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 Consultant, except to the extent caused by the sole negligence of the Village. Except for Claims subject to the above, Subscriber shall indemnify, hold harmless or settle any Claim brought against Provider, its parent, divisions, subsidiaries, and affiliates and their respective officers, directors, employees, agents, licensors, representatives and contractors, at Subscriber's expense, resulting from, to the extent arising out of, or related to Subscriber's and its Authorized Users' breach of the warranties and representations of this Agreement, or use of the Service or the Subscriber Data, including without limitation any claim for personal injury, death or damage to property, breach or loss of data and shall pay any final judgments awarded or settlements entered into. Consultant will provide the Subscriber with prompt notice of such claims and provide Subscriber the sole right to settle any such claim. Consultant may not settle or compromise such claim, except with prior written consent of Subscriber. At Subscriber's cost, Consultant shall provide such reasonable assistance and information as Subscriber may reasonably require with such claims.
- C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant 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 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 Director 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 Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant'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 Consultant as the result of the execution of this Agreement.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Consultant 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 Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant 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 Consultant represents and certifies that the Consultant 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 Consultant 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 Consultant 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 Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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 Consultant 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 Consultant. In the event that this Agreement is so terminated, the Consultant 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 24 months. The Agreement may be renewed upon mutual agreement by both parties for additional 24 month periods. At the end of any 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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant 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. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

Consultant 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 Consultant'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 Consultant 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 Consultant'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 Consultant.** The Village may require the Consultant, 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 Consultant 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 Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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 Consultant or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Consultant 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 Consultant, 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 Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant 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 Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village
- N. **Favorable Terms.** Consultant represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should consultant enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Consultant shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, consultant shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the “Act”). All purchases and payments made under the Act shall be made directly by and between each municipality and the Consultant. The Consultant agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Consultant further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Consultant and the other Village may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Consultant and the other municipality.

The Consultant shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured

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 Consultant 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

SECTION 8. GENERAL PROVISIONS (cont)

- 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. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the consultant in rendering the Services.

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

With a copy to

Law Firm.
Street
City, State, Zip
Attention:
Email:

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

Waterly, Inc.
("Consultant")
Street: 4216 Belson Lane
City, State, Zip: Crystal Lake, IL 60014 Email:
chris@waterly.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant 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 Consultant 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. **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.
- O. **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.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm 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 Firm. The Firm 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 Firm's actual or alleged violation of FOIA or the Firm'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 Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm 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.

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: _____

Waterly, Inc.

By: _____

Title: _____

Date: _____

Exhibit A.
Agreed Upon Pricing Structure

Summary of Water/Data Projects for 2025-2027

Description	Price	Qty	Subtotal
Waterly Analytics Platform Enterprise Intelligence Enablement, Hosting, and Support	\$5,000	1	\$5,000
Waterly Analytics Platform Annual Fee	\$20,000/year	1	\$20,000/year
Development Projects Y1 Enterprise Intelligence Applications - 2025-26 Development Retainer (includes \$15,000 contingency)	\$39,000	1	\$39,000
Development Projects Y2 Enterprise Intelligence Applications - 2026-27 Development Retainer (includes \$15,000 contingency)	\$39,000	1	\$39,000



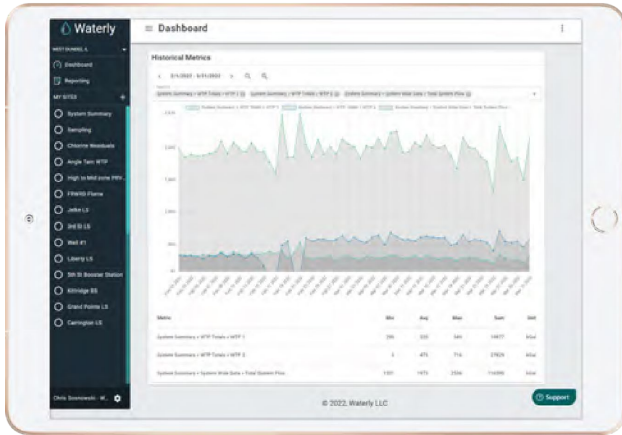
Chris Sosnowski, CEO
Waterly, Inc.

Date:

Exhibit B.
Description of Work



A smarter way to manage your data and assets.

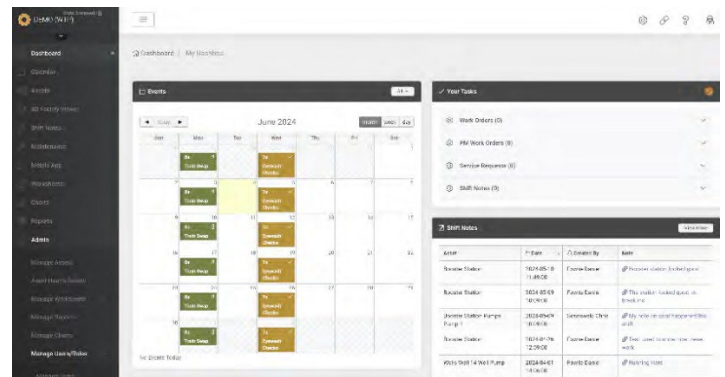


Waterly Core

Digital Clipboards & Simplified Reporting

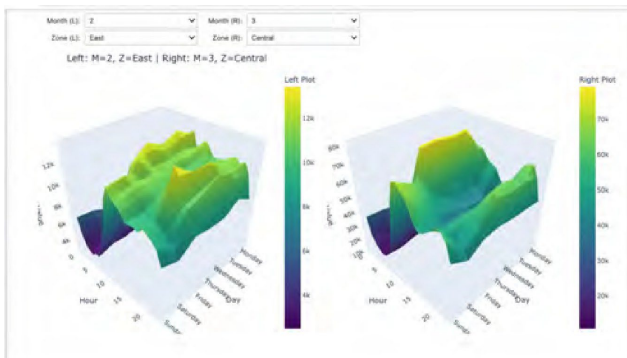
Waterly Assets

Asset & maintenance management for Water/WW



Waterly Analytics

Unified Data, Actionable Analytics, Confident Decisions



Services Agreement prepared for: Buffalo Grove, IL

Delivered on: May 08, 2025

Submitted by: Mandy Sosnowski

Waterly Analytics - Services

Thank you for the Village's continued partnership and for entrusting Waterly with your digital intelligence roadmap. As the Village moves into the next generation of SCADA deployment, the opportunity to unlock transformational value through digital integration has never been greater. We are excited to build upon our shared success by extending the Waterly platform to additional systems—advancing our mutual vision of a utility that leads with data-driven decision-making, efficiency, and transparency. To support this next phase, we are proposing our Enterprise Services offering, which combines two complementary components.

1. **Enterprise Services Platform:** The core, foundational architectures that hosts new data source integrations, delivers advanced analytics process, and provides the user experience through which reports and insights are consumed.
2. **Targeted Capital Improvement Initiatives:** BG-specifically scoped projects under a flexible time and materials framework that enriches the underlying datasets and fuel the enterprise analytics engine.

Together, these components expand the data foundation and generate compounding returns as each initiative unlocks additional value. The following pages outline a Buffalo Grove-specific implementation plan and a portfolio of targeted, high-impact initiatives projected to deliver measurable benefits over the next two years, with the flexibility to adjust priorities as operational needs evolve.

Digital Intelligence - Capital Improvement Initiative

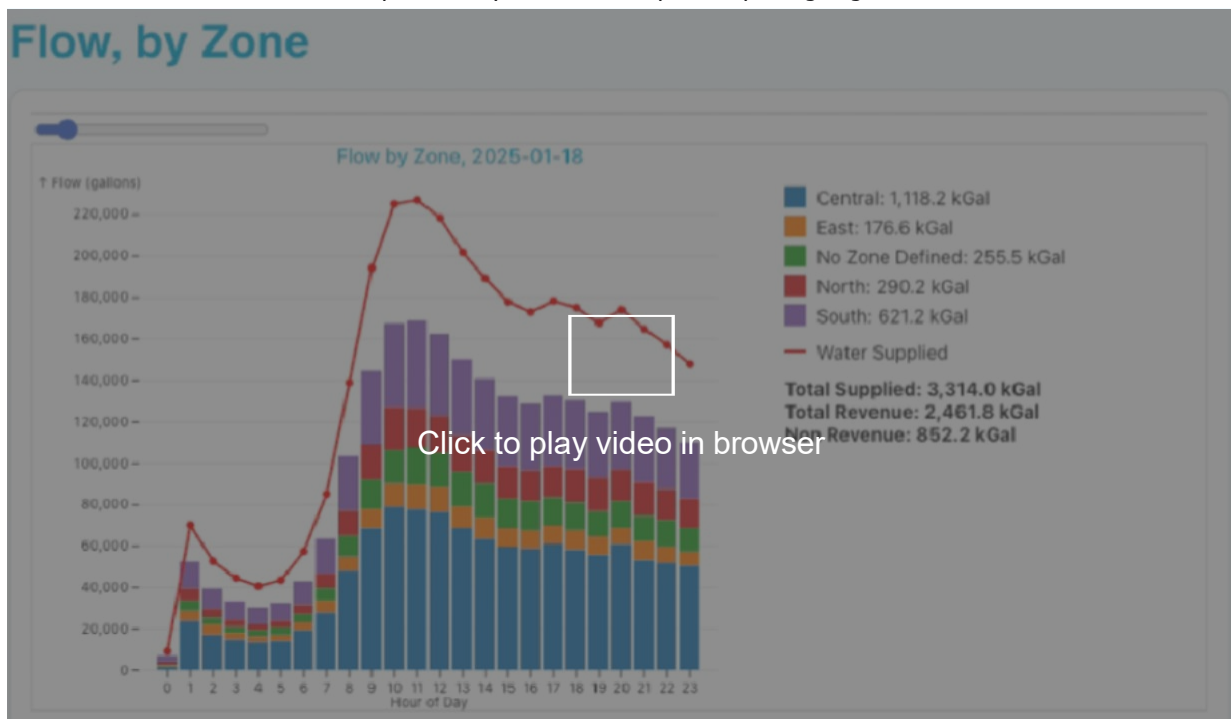
Following the one-time Enterprise platform initialization fee to set up Enterprise Reporting for the Village and the updated analytical hosting fee, authorized Village staff (up to 25) will have a login to the enterprise reporting options. The following table lists out various data-related water objectives that help to enhance the Village's existing water and wastewater data, including incorporating additional intelligence on top of the SCADA system improvements slated for Summer of 2025.

Waterly envisions partnering and working with Village staff to integrate data and operations using a Time & Material style engagement that gives the Village the flexibility to use what makes sense, when it makes sense. *Money unused will not be billed.* Because the reporting platform's ultimate value is proportional to the impact of the development projects completed, the Village will see the greatest benefit as additional integrations and analytical tools are created.

We are initially suggesting the following targeted capital improvement projects as a start, but as SCADA, billing, asset/maintenance (currently Cartegraph), and related AMI (Sensus) data is integrated, other projects may become more advantageous and this contract gives the Village the flexibility to adapt as-needed. Waterly will provide an estimate before starting on all specific improvements and we anticipate approximately \$25,000 of Time & Materials to be spent per year for two years with an option to renew for another two years at that point.

Following is the list of targeted capital integration, analytics and related data projects that support the Village's vision of efficient water production, distribution, and wastewater collection operations that can be selected and achieved as the specific goals of that item align with the timing and priority of Village staff. We have categorized the projects with consideration from the "water technology intelligence roadmap" presented during our last review meeting to assist in prioritization and planning.

Example of Analytics from Enterprise Reporting Engine



Buffalo Grove Targeted Project List

Item	Cost Estimate	Suggested Schedule	Categories Improved	Details
Enable Analytics Intelligence Platform in BG's Waterly Install	5000	2025-Q2	Data Alignment Business Transformation	Tailor the foundation for enterprise level reporting for BG. This will enable the reporting across all integrations and the Waterly data model with considerations for BG's ultimate and evolving business needs.
Eliminate the Last of Rounds Paper	4000	2025-Q2	Digitization Resiliency	Review remaining clipboard operations that support regulatory reporting. Certified water operators and engineers will translate the requirements into the Waterly data model. Includes optional training for Public Works operations staff, if needed.
Connect Water & Wastewater SCADA to Waterly	800	2025-Q2	Data Alignment Sensors Controls Communications Resiliency	Integrating available SCADA data to Waterly creates great efficiencies and makes for happy operators. This integration also widens Waterly's foundation of data, enabling monitoring of additional data points more frequently.
Connect Sensus AMI Data to Production Enterprise	3000	2025-Q2	Data Alignment Sensors/ Instrumentation Communications	Finalize the Sensus AMI integration for production including the development of watchdog notifications for data acquisition gaps.
Enable Single Sign-On	0	2025-Q2	Cybersecurity	Utilize Buffalo Grove domain authentication services enabling added security, simplified onboarding/offboarding, and a more seamless application experience for users.
Annual Village Water Performance Report	4000	2025-Q3	Business Transformation	Develop a Water Performance Report designed to be run quarterly by staff and shared with Village Management or the Public Annually. Include high level Key Performance Indicators for Water Produced, Water Resold, Water Sold, and estimates of Non-Revenue Water.
Unidirectional Flushing NRW Interface	3000	2025-Q4	Data Alignment Business Transformation	Village currently does not track <i>details</i> on unidirectional flushing estimates. This interface would allow field staff to estimate flushing volumes for improved accuracy in a monthly or annual NRW flushing report.

Connect Meter Meta Data (New World) to Production Enterprise Intelligence	3000	2025-Q4	Data Alignment Business Transformation	Includes billing address and customer type to support future analytics. Develop 1-2 reports to visualize meter data to better analyze billing or DMA incongruities.
Create DMA Zone Management Interface	2700	2025-Q4	Data Alignment	Currently, zone can be updated in New World, but there is no interface to export or otherwise get the information outside of NewWorld.
Contingency for other projects	15,000	2025		Budget planning for potential projects that may arise.
Develop System Input vs Water Supplied vs Water Billed Analytical Tools	3500	2026-Q1	Data Alignment Business Transformation Resiliency	Develop suite of analytics supporting a deeper understanding of water distributed, billed, unbilled, and losses. Develop leak identification algorithm with adjustable sensitivity modeling for proactive response to loss events.
Review and Develop GIS Preliminary Integration Points	2500	2026-Q2	Data Alignment Resiliency Business Transformation	Enable additional integration points within Waterly to enable centralized enterprise platform reporting.
Work Order (Cartegraph) Integration Points with Water & SCADA Data	4500	2026-Q2	Data Alignment Resiliency Business Transformation	Enable additional integration points within Waterly to enable centralized enterprise platform reporting.
Energy management: Incorporate Specific Energy Reports	7000	2026-Q3	Business Transformation	Applies to all Pump Stations that utilize VFDs and may involve ComEd power integration. Will provide energy consumption summary, which will be documented/historized
Public Data Portal (public-facing transparency CCR)	3000	2026-Q4	Business Transformation	Disrupt expectations of a water utility with a "real-time", publicly facing CCR. BG will be a leader in the industry alongside Waterly in this transformative concept will improve public trust in water.
Contingency for other projects	15,000	2026		Budget planning for potential projects that may arise.

Summary of Water/Data Projects for 2025-2027

Description	Price	Qty	Subtotal
Waterly Analytics Platform Enterprise Intelligence Enablement, Hosting, and Support	\$5,000	1	\$5,000
Waterly Analytics Platform Annual Fee	\$20,000/year	1	\$20,000/year
Development Projects Y1 Enterprise Intelligence Applications - 2025-26 Development Retainer (includes \$15,000 contingency)	\$39,000	1	\$39,000
Development Projects Y2 Enterprise Intelligence Applications - 2026-27 Development Retainer (includes \$15,000 contingency)	\$39,000	1	\$39,000



Chris Sosnowski, CEO
Waterly, Inc.

Date:

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.

WATERLY, Inc. (formerly AEOT dba OpWorks)
TERMS AND CONDITIONS – Rev. for Buffalo Grove, IL -
July 2025

I. Definitions.

- A. **“Affiliates”** means any entity that controls, is controlled by, or is under common control with a Party. “Control” and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- B. **“Authorized User”** means an individual person (but specifically excludes any entity or organization) who is or becomes an employee, contractor, agent, or representative acting on behalf of Subscriber who is issued Login Credentials.
- C. **“Implementation Services”** means the services performed pursuant to the final approved Services Agreement.
- D. **“Login Credentials”** means the unique login and password assigned to each Authorized User by the User Administrator which permits access to the Services.
- E. **“Parties”** means both Provider and Subscriber and **“Party”** means one of the Parties, as applicable.
- F. **“Personal Information”** means, collectively, (i) any information (including, but not limited to, financial information and credit worthiness) relating to an identified individual of Subscriber, its employees, contractors, customers or the employees, contractors or customers of Subscriber’s customers or potential customers with whom Subscriber’s customers have been in active negotiations, (ii) any “nonpublic personal information” as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder which exist presently or as promulgated or amended hereafter, (iii) any information which falls under the Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information (“PCI” Rules) which exist presently or as promulgated or amended hereafter or (iv) as otherwise defined by applicable law.
- G. **“Proposal”** means the document that details the Services and Software that make up the Statement of Work for the Subscriber.
- H. **“Service”** means the hosted and managed online-based Software and platform provided by Provider (or its third-party service providers) as described in the [Description of Services](#) and referred to as the Waterly platform (“Platform”).
- I. **“Software”** means any online-based software, platform, websites, and mobile applications hosted and maintained by Provider as part of the Services which can be accessed by Subscriber.
- J. **“Statement of Work”** means a document executed by the parties that describes certain Services,

Properties, pricing and fees purchased by Subscriber under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.

- K. **“Subscriber”** means the company identified on the cover page of this Agreement, including its Affiliates.
- L. **“Subscriber Data”** means any and all information provided, input or uploaded to Provider servers by an Authorized User, including but not limited to information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Subscriber or any Authorized User for Processing by or through the Services, or (b) collected, downloaded or otherwise received by Provider or the Services for Subscriber or any Authorized User pursuant to this Agreement or any Service Order or at the written request or instruction of Subscriber or such Authorized User. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any Subscriber Data are themselves also Subscriber Data. For the avoidance of doubt, Subscriber Data includes all User Data and Personal Information but does not include any Provider Materials.
- M. **“Support Services”** is defined in Section IID.
- N. **“Updates”** means updates, modifications, bug fixes, patches, new reports, new functionality or features to the base version of the Software.
- O. **“User Administrator”** means the employee(s) of Subscriber designated by Subscriber who will administer the access and use of the Software and the Services by Authorized Users.
- P. **“Water System”** means any water-related (water, wastewater, gray water, stormwater) system.

II. **Access and Services.**

- A. Grant of Access Right to Subscriber. Subject to Subscriber complying with the terms of this Agreement, Provider grants to Subscriber during the Term a non-exclusive, non-transferable right (except as set forth in Section IID) for Authorized Users of Subscriber to access and use the following Services for Subscriber’s internal use:
 - 1. the hosting, management and operation of the Software as described in the Description for remote electronic access and use via the Platform by the Subscriber and its Authorized Users;
 - 2. the Support Services; and,
 - 3. such other services as may be specified in this Agreement.
- B. Scope of Access. Subscriber shall have access to the Services in connection only with the Water System(s) listed in the Services Agreement. If Subscriber wishes to have Authorized Users at additional Water Systems authorized to access the Services, and if Provider agrees, either the Services Agreement will be amended to reflect the new Systems, or a new Statement of Work will be executed.
- C. Access to Service and Platform. Provider shall use commercially reasonable efforts to provide continuous access to the Service in accordance with the [Support Policy](#). Provider does not guarantee that the Service will be always accessible. The Service may be unavailable during scheduled maintenance periods or during an emergency. Provider will use reasonable efforts to notify Subscriber if the Service will be unavailable for scheduled maintenance. In addition to scheduled maintenance, there may be events that will make the Service inaccessible for a limited amount of

time due to unforeseen circumstances, such as, but not limited to, software, hardware, network, power and/or Internet problems or outages.

- D. **Support Services.** Provider shall provide the following support services (collectively, "**Support Services**") as part of the Services:
1. Maintain the Software and Platform;
 2. Issue Authorized User credentials in the form of user name and password;
 3. Revoke credentials of an Authorized User within 7 days of Subscriber providing Provider with a written request to revoke, or immediately if the Authorized User uses the Services or the Software applications and systems used to provide the Service for a purpose other than intended by this Agreement;
 4. Use commercially reasonable efforts to make the Software and Platform available 24 hours a day, seven days a week, except for planned maintenance, unscheduled maintenance, and emergencies (as described in the Support Policy); and
 5. Provide Subscriber with standard customer support services according to the Support Policy in effect at the time that the Services are provided. Provider may amend the Support Policy in its sole and absolute discretion from time to time.
- E. **Updates and Additional Services.** Provider may, in its sole discretion, provide Updates to the Software from time to time and such Updates shall be made available to Subscriber via the Platform at no additional charge. Subscriber may request additional services or functionality from Provider from time to time, which, if agreed to by Provider (in its discretion) and implemented, upon mutual written consent shall then be governed by the terms of this Agreement.
- F. **Restrictions on Use.** Subscriber itself shall not and shall not permit its Authorized Users, employees or contractors to: (i) de-compile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works of the Software; (ii) resell or transfer the Software or use of or access to the Software; (iii) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Software, except as otherwise provided in this Agreement; (iv) download or save a copy of any of the screens appearing on any website related to the Software, except as otherwise provided in this Agreement; (v) use or otherwise export or re-export the Software in violation of the export control laws and regulations of the United States of America; or (vi) use the Services for purposes beyond the scope of the access granted in this Agreement. These restrictions are not intended to prohibit or limit Subscriber's access or ability to reproduce Subscriber Data.
- G. No license to the Software is granted to Subscriber other than as specifically provided herein. All rights not specifically granted in this Agreement are reserved by Provider.

III. **Login Credentials.**

- A. **User Administrator.** During the Term, Subscriber shall designate one or more employees to serve as User Administrator(s) for Subscriber, and during the term, Subscriber shall always have at least one User Administrator. Subject to the terms of this Agreement, Provider grants the User Administrator(s) the non-transferable right to assign and administrate Login Credentials to Authorized Users, to administer security profiles of Authorized Users, and to input data regarding

the Authorized Users and to de-authorize Authorized Users. To prevent billing errors, Subscriber agrees that each Authorized User will be assigned unique Login Credentials, and that no Login Credentials will be shared or otherwise utilized by two or more individuals at any time.

- B. Login Credentials Protection. Subscriber shall be responsible for the security of Login Credentials issued to each Authorized User. Subscriber agrees to comply with the procedures that may be specified by Provider from time to time regarding obtaining and updating passwords for the Services.

IV. Intellectual Property Rights and Ownership.

- A. Subscriber acknowledges that the Software contains proprietary information of Provider and is protected by copyright, trademark, patent, trade secret and/or other intellectual property rights; and that all such intellectual property rights are and shall be owned by Provider. Subscriber also agrees that, except as expressly provided in this Agreement, nothing in this Agreement or the conduct of the parties shall be construed as conferring on the Subscriber any license or right, by implication, estoppel, or otherwise, under copyright or other intellectual property rights. Subscriber also agrees to abide by this Agreement regardless of whether any portion of the Software is deemed not copyrightable. All of Subscriber's obligations and acknowledgements under this Agreement, including without limitation those regarding limitations on use and the intellectual property rights of Provider, shall survive any termination or expiration of this Agreement
- B. All ownership rights in and to the Service and the Software applications and systems used to provide the Service and any related documentation (including any corrections, Updates, authorized copies thereof, or any adaptations, customizations, modifications, derivative works, or other enhancements thereto (whether created by Provider, Subscriber or jointly, all of the foregoing in this list referred to collectively as ("**Modifications**")) made during this Agreement, but excluding any Subscriber Data and Subscriber's brands) shall remain exclusively with Provider and its licensors, as applicable. Subscriber agrees to and does hereby assign, transfer and convey to Provider all of Subscriber's right, title and interest in and to all Modifications. This assignment obligation shall survive any termination or expiration of this Agreement. Subscriber agrees not to challenge any intellectual property right of Provider in the Software, the Gateway Software or the Service during this Agreement or at any time after any termination or expiration thereof.

V. Use of Data.

- A. Subscriber Data. As between Subscriber and Provider, Subscriber owns the Subscriber Data provided by Subscriber and its Authorized Users through use of the Service. Subscriber Data uploaded by Subscriber to or stored by the Software will be maintained by Provider. Subscriber will have on-line access to Subscriber Data as set forth in this Agreement.
- B. Use of Subscriber Data. Subscriber agrees to and does hereby grant to Provider a perpetual, irrevocable, worldwide, royalty-free, transferrable, sublicensable right to use, analyze, mine, combine, share, transmit, sell, market, exploit and transfer the Subscriber Data in any way it chooses, provided however, that all Subscriber Data, prior to transmission to any third party, shall be anonymized such that Personal Information has been deidentified and so that anonymized information cannot be linked back to an identifiable individual or entity.
- C. Provider Data. Provider may also collect data and information in connection with the Service that

Provider provides generally (but not including Subscriber Data) through its online Service (“**Provider Data**”). All such Provider Data is and shall remain the sole property of Provider. Provider shall also have the right to combine Subscriber Data and Provider Data and use such data as set forth in Section VIB.

- D. Personal Information. Provider shall use commercially reasonable efforts to maintain the confidentiality of all Personal Information; however, Provider shall not be liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by Subscriber’s Users, or third parties. Subscriber agrees to pay for all costs (including, but not limited to, reasonable attorneys and consultants’ fees) for all remedial actions which are required by law or reasonably necessary to protect the privacy and security of the owners of such Personal Information in the event of unauthorized access of the Personal Information which occurred through no fault of Provider. If Subscriber transmits, uploads, downloads, stores or manages Personal Information, Subscriber shall always comply with the standards as required by law applicable at the time.
- E. Provider shall archive Subscriber Data.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.k.

Proclamation- World Food Day October 16, 2025

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation- World Food Day October 16, 2025

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

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. Proclamation - world food day



BUFFALO GROVE

PROCLAMATION

World Food Day-

October 16, 2025

WHEREAS, World Food Day is observed annually on October 16, marking the founding of the Food and Agriculture Organization of the United Nations in 1945, and serves as a reminder of the global commitment to end hunger, ensure food security, and promote sustainable agriculture; and

WHEREAS, hunger and malnutrition continue to affect millions of people worldwide, with nearly 735 million individuals experiencing chronic hunger according to the United Nations, underscoring the urgency of collective action; and

WHEREAS, World Food Day emphasizes the need for sustainable food systems that protect natural resources, adapt to climate change, and provide equitable access to safe and nutritious food for all; and

WHEREAS, the Village of Buffalo Grove recognizes the importance of supporting local food assistance programs, community gardens, and educational initiatives that combat food insecurity and promote healthy living for residents; and

WHEREAS, Buffalo Grove affirms the value of collaboration among governments, businesses, schools, nonprofit organizations, and residents to ensure that no member of our community goes hungry; and

NOW, THEREFORE, I, Eric Smith, VILLAGE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim October 16, 2025, as World Food Day in Buffalo Grove. I encourage all residents to join in observing this day by raising awareness of food insecurity, supporting hunger relief initiatives, and advancing efforts toward a more sustainable and nourished future.

Proclaimed this 15th day of September, 2025.

Eric N. Smith,
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.I.

Proclamation- International Day of Non-Violence- October 2, 2025

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

International Day of Non-Violence- October 2, 2025

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

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. Proclamation - intl day of non violence



BUFFALO GROVE

PROCLAMATION

International Day

of Non-Violence-

October 2, 2025

WHEREAS, the International Day of Non-Violence is observed annually on October 2, the birthday of Mahatma Gandhi, who led India's independence movement and pioneered the philosophy and strategy of non-violence; and

WHEREAS, the United Nations established this observance in 2007 to disseminate the message of non-violence through education, public awareness, and community action, affirming that peace, tolerance, and mutual understanding are fundamental to building strong societies; and

WHEREAS, the principles of non-violence apply to individuals, families, communities, and nations alike, encouraging dialogue, compassion, and cooperation in resolving conflict; and

WHEREAS, promoting non-violence requires the participation of governments, organizations, schools, and individuals to reject violence in all forms and instead foster a culture of peace and respect; and

WHEREAS, the Village of Buffalo Grove embraces the values of safety, inclusion, and respect, and affirms its commitment to creating an environment where residents can live, learn, and thrive free from violence or fear; and

NOW, THEREFORE, I, Eric Smith, VILLAGE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim October 2, 2025, as International Day of Non-Violence in Buffalo Grove. We encourage all residents to reflect on the importance of peace, compassion, and mutual respect in daily life, and to take steps to promote understanding and unity in our community.

Proclaimed this 15th day of September, 2025.

Eric N. Smith,
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 8.m.

Proclamation- International Day for Disaster Risk Reduction October 13, 2025

Contacts

Liaison: President Smith

Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation- International Day for Disaster Risk Reduction October 13, 2025

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

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. Proclamation - Risk reduction



BUFFALO GROVE

PROCLAMATION

International Day **for Disaster Risk**
Reduction- October 13, 2025

WHEREAS, the International Day for Disaster Risk Reduction, observed annually on October 13, was established by the United Nations General Assembly in 1989 to promote a global culture of risk awareness and disaster reduction; and

WHEREAS, disasters—whether natural, technological, or human-caused—affect millions of people worldwide each year, leading to the loss of lives, displacement of communities, disruption of essential services, and significant economic costs; and

WHEREAS, the theme of Disaster Risk Reduction emphasizes the importance of preparedness, mitigation, adaptation, and resilience to safeguard lives, property, and the environment; and

WHEREAS, the Village of Buffalo Grove recognizes the essential role of local government, first responders, schools, businesses, and residents in reducing disaster risks and building a safer and more resilient community; and

WHEREAS, proactive measures such as strengthening infrastructure, enhancing emergency response plans, educating the public, and supporting vulnerable populations help reduce the devastating impact of disasters; and

WHEREAS, Buffalo Grove is committed to fostering community partnerships, supporting its police, fire, and public works professionals, and engaging residents in efforts that reduce risks, increase preparedness, and protect public safety; and

NOW, THEREFORE, I, Eric Smith, VILLAGE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim October 13, 2025, as International Day for Disaster Risk Reduction in Buffalo Grove. I encourage all residents, businesses, and organizations to recognize this day by taking steps to prepare for emergencies, strengthen resilience, and support efforts to reduce disaster risk in our community

Proclaimed this 15th day of September, 2025.

Eric N. Smith,
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 9.a. O-2025-101

Ordinance Authorizing the Purchase of an Ambulance from Foster Coach

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the purchase of an ambulance from Foster Coach.

Summary

See attached memo.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. 9-15-25 Ambulance Purchase Memo
2. 9-15-25 Ambulance Purchase Ordinance
3. Buffalo Grove Chassis Quote 9-4-25
4. Buffalo Grove Conversion Quote 9-4-25
5. SPC Contract Extension 214





MEMORANDUM

DATE: September 15, 2025
TO: Village President Eric Smith
FROM: Fire Chief Lawrence Kane
SUBJECT: Ambulance Joint Purchase Ordinance

RECOMMENDATION

Staff recommends approval of an ordinance authorizing the Village President to execute an agreement with Foster Coach Sales, Inc. for a replacement ambulance through the Suburban Purchasing Cooperative purchasing program (Contract #214). This purchase is being made in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed the amount of (\$454,921.00 + \$22,746.00) = \$477,667.00.

BACKGROUND

Unit 226 is a 2017 Horton/Freightliner Ambulance with 100,783 miles showing on the odometer. This unit is nearing an age and condition that is no longer an option to refurbish it for continued service. The anticipated lifespan of eight years for this vehicle will be met in 2025. The current mileage is trending to be the typical mileage on a vehicle requiring replacement and is expected to maintain that pace until the replacement vehicle is delivered.

The planning and construction of the proposed replacement, a 2027 Horton/Ford F550 ambulance will have an estimated completion and delivery to Buffalo Grove of 30-36 months after order. The cost of the vehicle from the 2025 Suburban Purchasing Contract is \$454,921.00.

The current 2017 Horton/Freightliner ambulance will be assessed for trade in value or outright sale, whichever provides the best value for the Village of Buffalo Grove as the date of new vehicle completion nears.

Due to the complexity of construction of these vehicles and the extended lead time, staff is recommending, as has been past practice, that a 5% contingency be calculated into the final not to exceed amount. This contingency, in the amount of \$22,746.00 for the patient compartment area (the chassis price is quoted by Ford) will be held by the Village and only be expended if necessary,

modifications to the ambulance are required and are authorized by the Village Manager through a change order.

FINANCIAL IMPACT

The purchase of this ambulance is planned for in the 2025 vehicle replacement plan and will span multiple years. The first payment will be for the vehicle chassis and is planned to be made upon execution of this ordinance. The second payment (remaining balance) will be made at vehicle delivery.

APPENDICES (IF APPLICABLE)

- a. Foster Coach Sales Inc., Conversion Pricing
- b. Foster Coach Sales, Inc., Chassis Pricing
- c. Ambulance Joint Purchase Ordinance
- d. Suburban Purchasing Cooperative, Contract # 214



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING PURCHASE OF AN
AMBULANCE FROM FOSTER COACH SALES, INC.

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 Fire Department requires a replacement ambulance; and

WHEREAS the Village of Buffalo Grove will make this purchase in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

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 an ambulance from Foster Coach Sales Inc., through the Suburban Purchasing Cooperative contract 214, at a price not to exceed \$477,667.00

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: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF01294**QUOTATION**

TO: BUFFALO GROVE FIRE DEPT
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089

DATE: 09/01/25

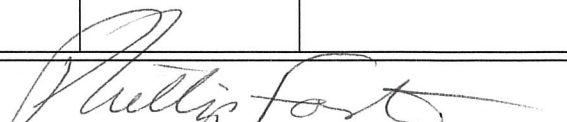
ATTN: CHEIF KANE

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2027+ CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS-INCLUDES DEALER ITEMS NWMC/SPC CONTRACT #214 PRICING	\$ 380,479.00	\$ 380,479.00
		\$ Total	\$ 380,479.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:
2.5-3+ YEARS DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY: 

P.J. FOSTER, VICE PRESIDENT OF SALES



A Joint Purchasing Program For Local Government Agencies

May 22, 2025

Mr. P.J. Foster
Vice President, Sales
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the second of four (4) possible one-year contract extensions of the SPC Type I Additional Medium Duty Ambulance Contract (#214) to Foster Coach Sales Inc. for Horton Emergency Vehicles from June 1, 2025 through May 31, 2026.

With acceptance of this contract, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$1,250.00 per ambulance, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

Ellen Dayan, NWMC
05.22.25
Date

P.J. Foster, Foster Coach Sales
5/22/25
Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 13.a.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Summary

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: September 15, 2025

AGENDA ITEM 13.b.

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 go into Executive Session pursuant to Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Summary

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: September 15, 2025

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 go into Executive Session pursuant to 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

