



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 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 September 15, 2025 Village Board Regular Meeting
- b. Minutes of the September 29, 2025 Village Board Special (Civics Forum) Meeting
- c. Minutes of the October 6, 2025 Village Board Committee of the Whole Meeting

3. Approval of Warrant

- a. Approval of Warrant #1386 (Trustee Cesario, Chris Black)

4. Village President's Report

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- a. O-2025-102 Ordinance Authorizing an Intergovernmental Agreement for Administration of the Lake County Quiet Zone (Trustee Weidenfeld, Briget Schwab)
- b. O-2025-103 Ordinance Authorizing Execution of a Contract with Compass Minerals America Inc., for Road Salt (Trustee Cesario, Tom Wisniewski)
- c. O-2025-104 Ordinance Approving a Preliminary Plan to Allow Improvements at In2Great at 1371 Abbott Court (Trustee Ottenheimer, Nicole Woods)
- d. Motion to Execute Contract Extensions with Multiple Vendors (Trustee Cesario, Tom Wisniewski)

- e. O-2025-105 Ordinance Approving an Amendment to the Planned Development, Preliminary Plan and Zoning Variation for a Trash Enclosure at Joyce Kilmer School at 655 Golfview Terrace (Trustee Ottenheimer, Nicole Woods)
- f. O-2025-106 Ordinance Approving an Amendment to the Special Use Ordinance to Update the Owner's Name at Metro Storage at 847 Deerfield Pkwy. (Trustee Ottenheimer, Nicole Woods)
- g. R-2025-25 Resolution Approving the Illinois Elevator Safety Program Agreement (Trustee Ottenheimer, Nicole Woods)
- h. O-2025-107 Ordinance Updating the Material and Labor Purchase to Reclamite in Lieu of CRF under the Corrective Asphalt Materials, LLC Contract for the 2025 Pavement Rejuvenation Project (Trustee Weidenfeld, Briget Schwab)
- i. Motion to Waive Bids and Seek Proposals for specialized valve maintenance equipment. (Trustee Cesario, Tom Wisniewski)

9. Ordinances and Resolutions

- a. O-2025-108 Ordinance Authorizing a Contract with Allan Integrated Control Systems, Inc. for the SCADA Upgrade Project (Trustee Weidenfeld, Chris Krase)

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

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact

the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 2.a.

Minutes of the September 15, 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 September 15, 2025 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

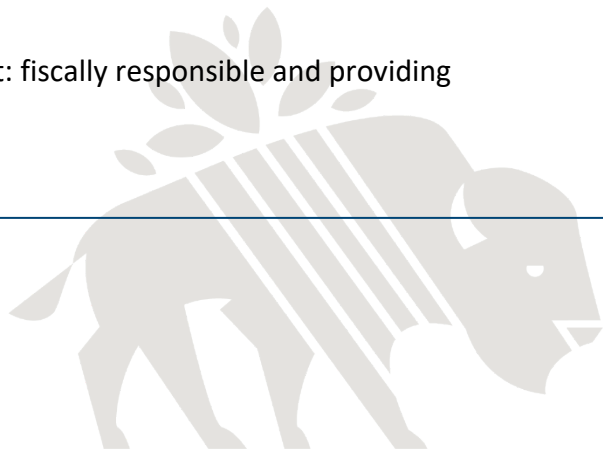
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 09/15/2025 Regular Meeting



**SMINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, SEPTEMBER 15, 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; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager/Administrative Services; Katie Golbach, Director of Human Resources; Christine Berman, Deputy Director of Finance; Nicole Woods, Director of Community Development; Briget Schwab, Village Engineer; Tom Wisniewski, Buyer; Chris Krase, Public Works Superintendent; Molly Gillespie, Communications Director; Tim Kirsininkas, Communications Coordinator; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Bocek, to approve the minutes of the August 18, 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 Richards, seconded by Johnson, to approve the minutes of the September 2, 2025, Special Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1385

Ms. Berman read Warrant #1385. Moved by Cesario, seconded by Johnson, to approve Warrant #1385 in the amount of \$6,052,883.78 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

Trustee Johnson read a Proclamation recognizing September 2025 as **National Suicide Prevention Month** and encouraged 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.

VILLAGE MANAGER'S REPORT

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. Serving as Communications Specialist for the mission, he helped support emergency response crews by ensuring phone, radio and internet communications across the affected areas. This is Battalion Chief Russell's third MABAS Humanitarian Service Medal, having earned the honor for responding to Hurricane Katrina in 2005 and flooding in downstate Illinois in 2019. As a result of his actions, Battalion Chief Russell is being presented the **MABAS Humanitarian Award** by a representative from MABAS as he was thanked and congratulated by the audience and the Board.

TRUSTEE REPORTS

The Village Clerk reported on Buffalo Grove's annual **Civics Forum** which will take place in two weeks, providing a brief overview of the Forum, and asking participating students in attendance tonight to introduce themselves.

Trustee Johnson reported on another successful **Buffalo Grove Days** over Labor Day weekend and thanked everyone involved in the event, both Village staff and volunteers. President Smith added his thanks to everyone involved organizing this annual event to bring our community together.

Trustee Johnson reviewed three national awards received by our Communications Team consisting of Molly Gillespie and Tim Kirsininkas. These awards were presented at a recent **National Conference of City & County Communications & Marketing Association** conference. Thanks and congratulations were given by the audience and the Board.

Trustee Johnson reported that the Village will be hosting two community meetings to aid the Village in gathering community information regarding an **Event and Programming Study** and invited interested residents to attend one of these meetings.

Trustee Johnson reported on a recent visit that she had with the 1st graders at **Ivy Hall School**.

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. 2025-94 - Pyrotecnico Fireworks

Motion to pass Ordinance No. 2025-94 authorizing Execution of an Amended and Restated Agreement with Pyrotecnico Fireworks Inc. for Pyrotechnic Services.

Resolution No. 2025-24 - Safe Routes to School

Motion to pass Resolution No. 2025-24 to support the Village's Safe Routes to School Funding Application.

Ordinance No. 2025-95 - Belle Tire

Motion to pass Ordinance No. 2025-95 authorizing the Certificate of Initial Acceptance for Belle Tire.

Ordinance No. 2025-96 - Buffalo Grove Self Storage.

Motion to pass Ordinance No. 2025-96 authorizing the Certificate of Initial Acceptance for Buffalo Grove Self Storage.

Ordinance No. 2025-97 - Letter of Understanding

Motion to pass Ordinance No. 2025-97 authorizing the Village Manager to Execute a Letter of Understanding with the Village of Wheeling for a School Traffic Safety Study.

Ordinance No. 2025-98 - Turning Restrictions

Motion to pass Ordinance No. 2025-98 amending Turning Restrictions to Arlington Heights Road from Buffalo Grove High School.

Electricity Aggregation Agreement

Motion to approve renewal of the Electricity Aggregation Agreement with MC Squared Energy Services.

Proclamation - Constitution Week.

Motion to approve a Proclamation Celebrating Constitution Week.

Ordinance No. 2025-99 - Liquor Controls

Motion to pass Ordinance No. 2025-99 amending Title 5.20 Liquor Controls to Update Licenses Authorized.

Ordinance No. 2025-100 - Waterly, Inc.

Motion to pass Ordinance No. 2025-100 authorizing the Village Manager to enter into a Professional Service Agreement with Waterly, Inc.

Proclamation – World Food Day

Motion to approve a Proclamation designating October 16, 2025, as World Food Day.

Proclamation – International Day of Non-Violence

Motion to approve a Proclamation designating October 2, 2025, as International Day of Non-Violence.

Proclamation – International Day for Disaster Risk Reduction

Motion to approve a Proclamation designating October 13, 2025, as International Day for Disaster Risk Reduction.

Moved by Ottenheimer, seconded by Richards, 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.

ORDINANCE NO. 2025-101 – AMBULANCE

Moved by Richards, seconded by Cesario, to pass Ordinance No. 2025-101 authorizing the purchase of an ambulance from Foster Coach.

Chief Kane reviewed the proposed ordinance, details of which are contained in his memo to President Smith dated September 15, 2025, 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.

A resident commented on the water quality in a pond near her home, noting that there have been numerous dead ducks found in the pond, and she believes the water may be contaminated; she also noted that she walks every day and she notices that there are numerous pieces of sidewalk that are dangerous and need to be replaced. President Smith and Mr. Skibbe responded to the resident concerns.

EXECUTIVE SESSION

Moved by Johnson, seconded by Richards, 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 and Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations concerning Salary Schedules for One or More Classes of Employees and Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, including Meetings Held for the Purpose of Discussing whether a Particular Parcel should be acquired.** 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 7:48 P.M. until 8:39 P.M.

ADJOURNMENT

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

The meeting was adjourned at 8:40 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF October 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 2.b.

Minutes of the September 29, 2025 Village Board Special (Civics Forum) Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the September 29, 2025 Village Board Special (Civics Forum) 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 - 09/29/2025 - Special Civics Forum Meeting

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON MONDAY, SEPTEMBER 29, 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; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Katie Golbach, Human Resources Director; Tyler Grace, Assistant Village Manager – Administrative Services; Nicole Woods, Community Development Director; Kelly Purvis, Deputy Community Development Director; Chris Krase, Public Works Superintendent; Molly Gillespie, Communications Director; Timothy Kirsininkas, Communications Coordinator; Fire Chief Kane; Deputy Fire Chief Collins; Police Chief Budds; Deputy Police Chief Anderson; Police Officer Baker; and Police Officer Cholewa.

CIVICS FORUM

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

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

- The Buffalo Grove Police Department recommends the purchase of **Apple AirPods Pro 3** for the Department to enhance multilingual communication with the public. Leveraging Apple's new Live Translation feature, officers will be able to communicate in real-time with non-English speakers, fostering trust, improving clarity during interactions, and promoting equitable access to services, further details of which are contained in the memo from Deputy Chief Anderson, and Officers Baker and Cholewa to Deputy Chief Spolar dated September 10, 2025.
- **The Buffalo Grove Fire Department requests \$2,000.00 for Life Safety Rope and Associated Hardware to allow for the purchase of 11mm rope and associated rescue hardware to meet the current safety standards as well as creating a uniform standard of rescue equipment throughout the response area to allow for safe and efficient department and team operations, further details of which may be found in the memo from Chief Kane and Deputy Chief Collins to Mr. Stilling dated September 17, 2025.**
- The Public Works Department Staff Recommends that the Village authorize the purchase the **3D Drinking Water/Wastewater & Watershed Educational Model by EnviroScape** in the amount not to exceed \$2,000.00, details of which may be found in the memo from Mr. Krase to Mr. Bragg dated September 17, 2025. The proposed display is a hands-on, interactive educational tool which demonstrates complex topics and systems in a manageable and interesting way. The model can be utilized for a wide range of community interactions including school visits, Public Works' annual Open House, the Green Fair, and events hosted by organizations such as the 4C STEM Club and the Buffalo Grove Environmental Action Team. The display is portable and is designed for repeated use, maximizing the value to the Village.
- The Community Development, Communications and Finance Departments are jointly requesting \$2,000 to purchase a **MultiTouch 75" Monitor**. Having a large touchscreen will enable staff to use this powerful tool for visual teamwork. Digital documents, presentations, and data may be displayed,

explained, and changed in real-time to improve collaboration between departments, increase accuracy, and make staff time more efficient which is Smart. With Heart!

The student board discussed each of the requests and ultimately voted for the purchase of the **11mm rope and associated rescue hardware** to meet the current safety standards for the Buffalo Grove Fire Department. The Department provides special rescue operations for the portion of the State of Illinois that is generally north of the Chicago area. These special rescue services include technical rescue which includes such areas of specialization including high angle, below grade and trench collapses. All these areas of specialization include the use of life safety rope to affect a successful and efficient rescue operation. This means that the Buffalo Grove Fire Department has the capabilities to begin a rescue operation prior to receiving assistance from neighboring communities. The weak link in this process is our current life safety rope in relation to the new, revised safety standards.

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

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 requests.

ADJOURNMENT

Moved by Johnson, seconded by Cesario, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:12 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF October 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 2.c.

Minutes of the October 6, 2025 Village Board Committee of the Whole Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the October 6, 2025 Village Board Committee of the Whole Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

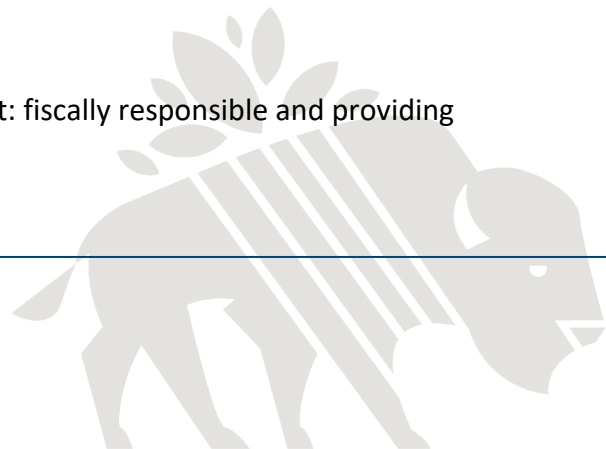
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 10/06/2025 COW



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY OCTOBER 6, 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 and Bocek. Trustee Weidenfeld was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager – Administrative Services; Katie Golbach, Director of Human Resources; Jerilyn Alport, Administrative Assistant; Chris Black, Finance Director; Molly Gillespie, Communications Director; Tim Kirsininkas, Communications Coordinator; Briget Schwab, Village Engineer; Geoff Tollefson, Director Golf Operations; Police Chief Budds; Deputy Police Chief Anderson; Fire Chief Kane; and Caitlin Wagener, Fire Department Management Analyst.

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

VILLAGE PRESIDENT'S REPORT

President Smith read a Proclamation declaring October 7, 2025 as **Day of Remembrance and Solidarity** with our Jewish community in recognition of the day the Jewish people were subjected to a brutal terrorist attack that resulted in the murder of over 1,200 innocent lives, the abduction of 251 hostages into Gaza, thousands of injuries and widespread trauma in Israel and around the world.

Mr. Kirsininkas reviewed the Parade Presentations and thanked everyone who participated in making the **2025 Buffalo Grove Days Parade** a huge success. President Smith recognized all of the Parade volunteers, the Grand Marshall, the emcee and the judges who ensured the success of the event. Parade Judges Jeff and Jane Berman then presented the Parade awards in six categories, as all were thanked and congratulated by the audience and the Board.

President Smith recognized the **Buffalo Grove Community Pageant Program**, and introduced Faith Becker, Director of the Pageant, and noted that he had the pleasure of attending this year's Pageant. Ms. Becker reviewed the history and purpose of the program, which gives Buffalo Grove girls an opportunity to develop their leadership and communication skills by volunteering at various events and initiatives throughout the community. Each of the girls then introduced themselves as they were congratulated by the audience and the Board.

FIRE DEPARTMENT STRATEGIC PLAN

Chief Kane briefly introduced the Fire Department Strategic Plan.

Through a PowerPoint presentation, Ms. Wagener reviewed the Plan, highlighting the process and the results, further details of which are contained in the Agenda Item Summary that she prepared. Ms. Wagener then answered questions from the Board.

2025 PRELIMINARY PROPERTY TAX LEVY

Referring to a PowerPoint presentation, Mr. Black reviewed the proposed 2025 Property Tax Levy, details of which are contained in his memo of October 6, 2025, to Mr. Bragg. Mr. Black then proceeded to answer questions from the Board.

E-MOBILITY UPDATE

Deputy Chief Anderson reviewed a PowerPoint presentation regarding an overview of the recent proliferation of e-mobility devices that have become common in recent months. The Buffalo Grove Police Department seeks to chart a safe and sustainable path for this situation. Deputy Chief Anderson reviewed the different classifications of e-mobility devices, the Illinois laws, the goals of e-mobility devices, possible regulations, and the staff recommendations and goals if an ordinance is enacted. Lengthy Board discussion followed, with the consensus being that some form of regulation is necessary and staff will pursue this path.

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.

Valerie Dryman, who lives on Pritchett Pond, commented on the condition of the pond and her belief that the water is contaminated.

Kevin Dryman, who lives on Pritchett Pond, stated that the reason that they bought their home was because of the pond and he is asking that the Village do something to rectify the situation.

ADJOURNMENT

Moved by Cesario, seconded by Richards, to adjourn the meeting. Upon roll call, Trustees voted as follows:

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

The meeting was adjourned at 8:27 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF October 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1386

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1386 in the amount \$6,181,560.22

Summary

Warrant #1386 in the amount \$6,181,560.22

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 1386



VILLAGE OF BUFFALO GROVE WARRANT #1386
20-Oct-25

General Fund:	717,153.73
Parking Lot Fund:	472.34
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	57,938.89
Capital Projects-Facilities:	36,201.49
Capital Projects-Vehicles/Equipment:	453,920.85
Capital Projects-Streets:	1,418,140.74
Retiree Health Savings (RHS):	28,231.43
Water Fund:	388,557.60
Buffalo Grove Golf Fund:	84,356.81
Arboretum Golf Fund:	112,540.02
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	213,360.82
Central Garage Internal Service Fund:	85,518.22
Building Maintenance Internal Service Fund:	110,027.80
	<u>3,783,751.74</u>
PAYROLL PERIOD ENDING 09/21/2025	1,232,070.68
PAYROLL PERIOD ENDING 10/05/2025	<u>1,165,737.80</u>
	<u>2,397,808.48</u>
TOTAL WARRANT #1386	<u><u>6,181,560.22</u></u>

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

Village Clerk

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.a. O-2025-102

Ordinance Authorizing an Intergovernmental Agreement for Administration of the Lake County Quiet Zone

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the ordinance authorizing the intergovernmental agreement to administer work for the Lake County Quiet Zone, subject to final review and approval by the Village Attorney.

Summary

Background

In 2007, the Village of Buffalo Grove, in cooperation with Lake County and the communities of Antioch, Lake Villa, Round Lake Beach, Grayslake, Libertyville, Mundelein, Vernon Hills, and Wheeling, entered into an Intergovernmental Agreement (IGA) to establish the Canadian National Railroad Corridor Quiet Zone, a Federal Railroad Administration (FRA) designated zone precluding the use of train whistles/horns at railroad grade crossings along the corridor in Lake County.

The Quiet Zone must be recertified periodically (typically every three years). The member agencies successfully recertified the Quiet Zone in 2012 and again in 2018. In accordance with the original terms of the agreement, the Village of Buffalo Grove serves as the zone administrator.

In 2023, the Quiet Zone was recertified after significant improvements were required at many of the intersections along the corridor. After these efforts, the participating communities met to discuss the future of the Quiet Zone and agreed to engage an engineering consultant to do much of the day-to-day work involved in maintaining the Quiet Zone, as well as to take a more proactive approach to future recertification.

In April, the Village Board approved a multi-year contract with Patrick Engineering to perform

this work, which also included updating the IGA among the Quiet Zone communities. The updated IGA aligns with the new contract and removes much of the administrative burdens and costs from Buffalo Grove staff.

Staff have incorporated comments from all participating entities and are coordinating the final execution of the updated agreement with the remaining nine organizations.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 5: Partnership with Local Districts

Goal

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

File Attachments

1. DRAFT Ordinance - Quiet Zone 2025 IGA Update
2. DRAFT IGA - Quiet Zone 2025 Update





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION OF THE LAKE COUNTY QUIET ZONE

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

WHEREAS the Village in cooperation with communities of Antioch, Lake Villa, Round Lake Beach, Grayslake, Libertyville, Mundelein, Vernon Hills, and Wheeling, and the County of Lake affirm the Lake County Quiet Zone, a Federal Railroad Administration (FRA) designated zone precluding the use of train whistles/horns at railroad grade crossings along the corridor in Lake County and;

WHEREAS the Village of Buffalo Grove is the federal administrator of the Lake County Quiet Zone; and

WHEREAS the Village needs to enter into an Intergovernmental Agreement (IGA) to administer a contract for technical work by Patrick Engineering (also known as RINA, LLC) on behalf of the Quiet Zone communities.

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 fully set forth herein.

SECTION 2. The Village President is authorized to enter into an Intergovernmental Agreement with the Lake County Quiet Zone Communities and Lake County, pending attorney review, for administration of the Lake County Quiet Zone.

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

**INTERGOVERNMENTAL AGREEMENT
AMONG THE COUNTY OF LAKE, AND THE VILLAGE OF ANTIOCH, THE
VILLAGE OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE
VILLAGE OF GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE
VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE
OF BUFFALO GROVE, AND THE VILLAGE OF WHEELING, FOR THE EQUALLY
SHARED COSTS OF MAINTAINING AND RECERTIFICATION OF THE EXISTING
QUIET ZONE CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD**

THIS AGREEMENT entered into this , day of _____, A.D. 20____, by and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as ANTIOCH, the VILLAGE OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as LAKE VILLA, the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as ROUND LAKE BEACH, the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as GRAYSLAKE, the VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LIBERTYVILLE, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village Mayor and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF BUFFALO GROVE, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BUFFALO GROVE, the VILLAGE OF WHEELING, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as WHEELING. The COUNTY, ANTIOCH, LAKE VILLA, ROUND LAKE BEACH, GRAYSLAKE, LIBERTYVILLE, MUNDELEIN, VERNON HILLS, BUFFALO GROVE, and WHEELING are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The CANADIAN NATIONAL RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, (Public Law No. I 03-440) hereinafter referred to as the ACT, directed the Federal Railroad Administration,

hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE (70 Federal Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet zone corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet zone corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the CORRIDOR consists of all at-grade crossings along the Canadian National Railroad line from the Wisconsin border to, but not through, the Village of Prospect Heights, Illinois, which include all of the PARTIES to THIS AGREEMENT; and,

WHEREAS, the PARTIES cooperated in 2006 leading to the creation of the initial quiet zone in the CORRIDOR, and the recertification of the quiet zone in 2011; and,

WHEREAS, the quiet zone as established in 2011 under the FINAL RULE must be recertified; and,

WHEREAS, the recertification process will require an evaluation of the system to determine that eligibility requirements are met under the FINAL RULE; and,

WHEREAS, the PARTIES have determined it is desirable to pursue a cooperative approach to maintain the existing quiet zone corridor as a more acceptable alternative to the mandatory sounding of the train horns; and,

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the initial work on continuing the quiet zone corridor; and

WHEREAS, the initial work will focus on evaluating the current at-grade railroad crossings along the CORRIDOR and proposing the installation of supplemental and/or alternative safety measures included in the FINAL RULE; and,

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract, to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act of 1973 (5 ILCS, 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State,

including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. BUFFALO GROVE agrees to serve as the Lead Agency for the Lake County Quiet Zone Administration Services (STUDY) and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering Inc., hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all PARTIES for said STUDY.

The STUDY shall be identified as the proposal submitted by CONTRACTOR dated April 11, 2025. Said proposal was accepted on behalf of the PARTIES to THIS AGREEMENT by the President and Board of Trustees of BUFFALO GROVE on April 21, 2025, a copy of which is attached to THIS AGREEMENT as Exhibit A.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled "Proposal to Provide Professional Engineering Services to Buffalo Grove, for Lake County Quiet Zone Administration, RINA Proposal Number 24PTRTM0026" and dated April 11, 2025 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$219,000.00.

4. It is mutually agreed by and among the PARTIES hereto that the total amount to be divided equally between the PARTIES shall not exceed \$219,000.00.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BUFFALO GROVE an amount not to exceed \$21,900.00.

6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and upon execution of THIS AGREEMENT, the PARTIES shall each pay to BUFFALO GROVE within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, in a lump sum, an amount equal to seventy- five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payments to BUFFALO GROVE, upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and receipt of an invoice from BUFFALO GROVE, from each of the other PARTIES shall be in an amount not to exceed \$16,425.00.

The PARTIES further agree that each shall pay to BUFFALO GROVE the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payment to BUFFALO GROVE shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, upon completion of the STUDY. The final payments to BUFFALO GROVE upon completion of the STUDY and receipt of an invoice from BUFFALO GROVE shall be in an amount not to exceed \$5,475.00 plus any additional approved expenses, from each of the other PARTIES hereto.

The PARTIES further agree that any requests by any of the PARTIES to have the CONTRACTOR perform any additional services for the benefit of only one of the PARTIES shall pay to BUFFALO GROVE the amount of that service.

7. A PARTY may terminate THIS AGREEMENT by resolution of its corporate authorities. A certified copy of any such terminating resolution shall be filed with BUFFALO GROVE within thirty (30) days after its passage. In the event of termination as to one PARTY, THIS AGREEMENT shall remain binding as to the remaining PARTIES.

Notwithstanding such termination, a terminating PARTY shall remain liable and responsible for paying all fees for service for their share of the costs of the STUDY as set forth in Sections 5 and 6 above.

8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BUFFALO GROVE executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS

AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.

10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or form creating or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
14. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT 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 AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.

17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT 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 AGREEMENT.

ATTEST:

Village Clerk
Village of Buffalo Grove

VILLAGE OF BUFFALO GROVE

By: _____
Village President
Village of Buffalo Grove

Date: _____

ATTEST:

Village Clerk
Village of Antioch

VILLAGE OF ANTIOCH

By: _____
Village President
Village of Antioch

Date: _____

ATTEST:

Village Clerk
Village of Lake Villa

VILLAGE OF LAKE VILLA

By: _____
Village Mayor
Village of Lake Villa

Date: _____

ATTEST:

Village Clerk
Village of Round Lake Beach

VILLAGE OF ROUND LAKE BEACH

By: _____
Village Mayor
Village of Round Lake Beach

Date: _____

ATTEST:

Village Clerk
Village of Grayslake

VILLAGE OF GRAYSLAKE

By: _____
Village Mayor
Village of Grayslake

Date: _____

ATTEST:

Village Clerk
Village of Libertyville

VILLAGE OF LIBERTYVILLE

By: _____
Village Mayor
Village of Libertyville

Date: _____

ATTEST:

Village Clerk
Village of Mundelein

VILLAGE OF MUNDELEIN

By: _____
Village Mayor
Village of Mundelein

Date: _____

ATTEST:

Village Clerk
Village of Vernon Hills

VILLAGE OF VERNON HILLS

By: _____
Village President
Village of Vernon Hills

Date: _____

ATTEST:

Village Clerk
Village of Wheeling

VILLAGE OF WHEELING

By: _____
Village President
Village of Wheeling

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.b. O-2025-103

Ordinance Authorizing Execution of a Contract with Compass Minerals America Inc., for Road Salt

Contacts

Liaison: Trustee Cesario

Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of road salt from Compass Minerals America Inc in an amount not to exceed \$113,636.16

Summary

Recommendation

Staff requests authorization for the Village Manager to purchase no less than 1056 tons and no more than 1584 tons of bulk rock salt from Compass Minerals America, Inc. at a price not to exceed \$113,636.16 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

Background

The State of Illinois led a joint bid for road salt for the 2025-2026 snow season. Staff requested an order quantity of a minimum of 1056 tons and a maximum of 1584 tons. There were three companies that bid. The salt contract was awarded to Compass Minerals America Inc and is priced at \$71.74 per ton.

Company	Tonnage	Unit Price	Total Cost
Compass Minerals America, Inc. (minimum)	1056	\$71.74	\$75,757.44
Compass Minerals America, Inc. (maximum)	1584	\$71.74	\$113,636.16

In an effort to mitigate cost increases caused by uncertain demand throughout the region and provide supply chain security, staff has continued to multi-source suppliers through the Lake

County Joint Bid and The State of Illinois Joint Bid for rock salt. Both contracts allow for a minimum order of 80% and a maximum of 120% of the base tonnage (1,320 tons), as such, the Village can achieve savings by blending the orders to take advantage of the lower priced contract.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

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

File Attachments

1. Rock Salt State 2025-2026 Ordinance Draft
2. Executed Contract Redacted-Compass P-85806 09.29.25





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH COMPASS MINERALS AMERICA INC., FOR ROAD SALT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase no more than 1584 tons of road salt from Compass Minerals America Inc at a price not to exceed \$113,636.16.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Central Management Services

Contract

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85806

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation

Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.2.2. Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.3.1. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.3.2. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.3.3. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.3.4. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.3.5. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment

will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- 1.2.4.1.** Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.
- 1.2.4.2.** The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.
- 1.2.4.3.** Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.
- 1.2.4.4.** Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered

net weight as determined by the initial independent vehicle weight check (IWC1).

- 1.2.4.5. Method of Measurement:** The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the

source scale was not within the specified Department of Agriculture tolerance.

- 1.2.4.6.** Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

<u>Moisture Content (%)</u>	<u>Deduction in Price (Per Truckload)</u>
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- 1.2.5.1.** Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All

other governmental units will use their own purchase order system.

- 1.2.5.2.** Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3.** Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4.** Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5.** Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6.** Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7.** Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.

1.2.5.9. Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all governmental units and not-for-profit agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.4. VENDOR/STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

- 1.4.1.1.** The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- 1.4.1.2.** The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- 1.4.1.3.** The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- 1.4.2.1.** Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- 1.4.2.2.** STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
 - 1.4.2.2.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
 - 1.4.2.2.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.

1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.

1.5.5. Delivery Tickets: Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

1.5.6. Delivery Requirements: All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.

1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may

be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: Please see attached list.

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location.

If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.
- Value of services performed at this location: Please see attached list.
- Location where services will be performed: [Click here to enter text](#)
- Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.2. VENDOR'S PRICING: Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

2.2.1. Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.3. GOVERNMENT ACTIONS: A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges will be added to the invoice as a separate line item.

2.3.1. Verifiable documentation of such changes, including but not limited to, invoices, published price lists or official price bulletins, etc., from the Vendor's supplier, will be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.3.2. The claim for such adjustment must include a certification from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor. No increase or change in the Vendor's overhead, profit or other factors will be approved. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.

2.3.3. At the sole discretion of the Agency, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.

2.4. MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1. TERM OF THIS CONTRACT: The contract will have an initial term commencing upon October 1, 2025 or the last dated signature of the Parties, whichever is later and ending on September 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.3. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.4. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this

contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.

4.1.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2. Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3. SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the

procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently

developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

- 4.13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16. APPLICABLE LAW:**
- 4.16.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief

Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.10 Districts are defined as follows:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
COOK	BOONE	BUREAU	FULTON	CHAMPAIGN
DUPAGE	CARROLL	DEKALB	HENDERSON	DEWITT
KANE	HENRY	FORD	KNOX	DOUGLAS
LAKE	JO DAVIESS	GRUNDY	MARSHALL	EDGAR
MCHENRY	LEE	IROQUOIS	MCDONOUGH	MCCLEAN
WILL	OGLE	KANKAKEE	MERCER	PIATT
	ROCK ISLAND	KENDALL	PEORIA	VERMILLION
	STEPHENSON	LASALLE	PUTNAM	
	WHITESIDE	LIVINGSTON	STARK	
	WINNEBAGO		TAZEWELL	
			WARREN	
			WOODFORD	

DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	
ADAM	CLARK	BOND	ALEXANDER	
BROWN	CLAY	CALHOUN	FRANKLIN	
CASS	COLES	CLINTON	GALLATIN	
CHRISTIAN	CRAWFORD	GREEN	HAMILTON	
HANCOCK	CUMBERLAND	JERSEY	HARDIN	
LOGAN	EDWARDS	MADISON	JACKSON	
MACOUPIN	EFFINGHAM	MARION	JEFFERSON	
MASON	FAYETTE	MONROE	JOHNSON	
MENARD	JASPER	RANDOLPH	MASSAC	
MONTGOMERY	LAWRENCE	ST. CLAIR	PERRY	
MORGAN	MACON	WASHINGTON	POPE	
PIKE	MOULTRIE		PULASKI	
SANGAMON	RICHLAND		SALINE	
SCHUYLER	SHELBY		UNION	
SCOTT	WABASH		WHITE	
	WAYNE		WILLIAMSON	

5.11 Illinois District Map

- 6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)**
- 6.2. Business Enterprise Program Utilization Plan**

Central Management Services

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85806

VENDOR

Vendor Name: <u>Compass Minerals America Inc.</u>	Address (City/State/Zip): <u>9900 W. 109th St., Overland Park, KS 66210</u>
Signature: _____	Phone: <u>800-323-1641</u>
Printed Name: <u>Joel Gerdes</u>	Email: <u>highwaygroup@compassminerals.com</u>
Title: <u>Director US Highway Sales</u>	Date: <u>July 17, 2025</u>

STATE OF ILLINOIS

Purchasing Agency: <u>Central Management Services</u>	Phone: <u>866-455-2897</u>
Street Address: <u>300 West Jefferson Street</u>	
City, State ZIP: <u>Springfield, IL 62702</u>	
Official Signature: _____	Date: <u>9/29/25</u>
Printed Name: <u>Raven Devaughn by David W. Thomas</u>	
Official's Title: <u>Director by Agency Procurement Officer</u>	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-266410
- Project Title: JPMC Rock Salt, Bulk FY26
- Contract #: 25-416CMS-BOSS4-P-85806
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-48267
- BidBuy / Bulletin Publication Date: 06/20/2025
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

Illinois State Bid Subcontractors Totals for Handling and Hauling

Solicitation: 25-416CMS-BOSS4-B-48267 / JPMC Rock Salt, Bulk FY26

Service Depot	LM	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms A or B	Rec'd	LOI's
Chicago, IL	Victor						
Calumet Transload	Victor	\$1,652,558		10730 Burley Avenue, Chicago, IL 60617	Form B	X	
5 Star Hauling	Victor		\$1,800,178	14210 Kenton Ave., Crestwood, IL 60418	Form B	X	X
Garus Trucking	Victor		\$545,500	7264 W 21st Ave., Gary IN 46406	Form A	X	
Truck King Hauling Contractors, Inc.	Victor		\$3,491,254	4600 W 48th St, Chicago. IL 60632	Form B	X	X
Camanche, IA	Andrew						
ADM	Andrew	\$24,860		1419 N Washington Blvd, Comanche, IA 52730	Form A	X	
ADM- Transport	Andrew		\$29,717	4666 Faries Parkway Decatur, IL 62526	Form A	X	
Louisiana, MO	Andrew						
Wayne B Smith	Andrew	\$85,840		10415 Hwy 79, Louisiana, MO 63353	Form B	X	
George Potterfield Trucking	Andrew		\$14,089	207 County Line Road, Monroe City, MO 63456	Form B	X	
Metropolis, IL	Andrew						
Metropolis - Waterway Ag.	Andrew	\$178,158		208 Yasada Street, Metropolis, IL 62960	Form B	X	
Waterway Ag.	Andrew		\$266,280	208 Yasada Street, Metropolis, IL 62960	Form B	X	
Milwaukee, WI	Victor						
Compass Minerals	Brenda	\$954,229		2001 S Lincoln Memorial, Milwaukee, WI 53207	Form B	X	
Jung Bros	Victor		\$275,176	9825 Durand Ave., Sturtevant, WI 53177	Form A	X	
Blume Trucking	Victor		\$756,734	1480 240th Ave, Brighton, WI 53139	Form B	X	
CLK Systems Inc	Victor		\$343,970	39882 N Mauser Dr Wadsworth, IL 60083	Form B	X	X
PJ's Trucking	Victor		\$309,573	W12559861 N Cape Road, Muskego, WI 53150	Form A	X	
Portland	Victor		\$412,764	98 E Shore Drive, Random Lake, WI 53075	Form B	X	
Tonyan Bros.	Victor		\$275,176	5101 N Richmond Rd., Ringwood, IL 60072	Form A	X	
Zizzo's	Victor		\$1,066,307	3000 Sheridan Rd., Kenosha, WI 53140	Form B	X	
Castlen Terminals LLC - Mt. Vernon, IN	Shahzad						
Castlen Terminals LLC	Shahzad	\$118,909		4565 Hwy 2830, Owensboro KY 42303	Form A	X	
Mulzer Crushed Stone	Shahzad		\$264,368	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X	
Peoria, IL - J&L	Shahzad						
J&L Dock	Shahzad	\$546,220		92 South St., Peoria, IL 61602	Form A	X	
Heinz Bros. Trucking	Shahzad		\$907,935	538 W Knoxville St, Brimfield, IL 61517	Form A	X	
St. Louis, MO (Beelman)	Andrew						
Beelman Terminal	Andrew	\$177,936		210 Bremen Ave., Venice, IL 62090	Form B	X	
Beelman Logistics	Andrew		\$297,107	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B	X	
St. Louis, MO (Oakley)	Andrew						
Oakley	Andrew	\$334,024		1 Angelica St. St. Louis, Mo 63353	Form B	X	
George Potterfield Trucking	Andrew		\$643,274	207 County Line Road, Monroe City, MO 63456	Form B	X	
Logistics Park Dubuque, IA	Andrew						
Logistics Park Dubuque	Andrew	\$151,610		2020 Lefebure Road, Fairfax, IA 52228	Form A	X	
All Seasons Trucking	Andrew		\$221,780	7750 Windy Ridge Dubuque, IA 52003	Form B	X	
Rock Island, IL	Andrew						
Alter- Rock Island River Terminal	Andrew	\$576,643		7th Ave MIU Street Rock Island, IL 61201	Form A	X	
Overland Systems	Andrew		\$766,741	13631 110th Ave Davenport, IA 52804	Form A	X	
Henry - Middle River Marine	Shahzad						
Henry - Middle River Marine	Shahzad	\$22,454		1440 County Road 1500 E, Henry, IL 61537	Form A	X	
Ozinga Transportation, Inc.	Shahzad		\$27,950	1440 County Road 1500 E, Henry, IL 61537	Form B	X	
Lemont - Middle River Marine	Shahzad						
Lemont - Middle River Marine	Shahzad	\$14,303		11400 Old Lemont Road, Lemont, IL 60439	Form A	X	
Ozinga Transportation, Inc.	Shahzad		\$26,128	11400 Old Lemont Road, Lemont, IL 60439	Form B	X	
Ottawa - Ottawa Barge Terminal	Shahzad						
Ottawa - Ottawa Barge Terminal	Shahzad	\$227,828		1365 N 2803 RD OTTAWA, IL 61350	Form A	X	
Wiesbrock Trucking	Shahzad		\$212,861	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A	X	

*All \$'s are subject to change based on contract award

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

July 9, 2025

The undersigned, being all of the members of the board of directors (the "Board") of Compass Minerals America Inc., a Delaware corporation (the "Corporation") hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Edward C. Dowling, Jr.	President and CEO
Peter Fjellman	Chief Financial Officer
Benjamin S. Nichols	Chief Commercial Officer
Patrick Merrin	Chief Operations Officer
Ashley Ward	Chief Accounting Officer
James D. Hughes	General Counsel and Corporate Secretary
Gary R. Gose	Vice President, Tax and Assistant Secretary
Brent A. Collins	Vice President, Treasurer
Jared M. Campbell	Assistant Secretary
Jon Schnieders	Vice President, Salt
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	Director of Sales – Chemical & MgCl ₂
Sean Lierz	Highway Sales Senior Manager
Jason Fritz	Highway Sales Manager
Austin Hilbrands	Highway Sales Manager
Tess Virden	Sales Manager
Scott Douglass	Senior Director, Supply Chain

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Jared M. Campbell



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.c. O-2025-104

Ordinance Approving a Preliminary Plan to Allow Improvements at In2Great at 1371 Abbott Court

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a Preliminary Plan to allow improvements at In2Great at 1371 Abbott Court.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - In2Great Improvements- 1371 Abbott Ct
2. DRAFT Ordinance - In2Great Improvements- 1371 Abbott Ct
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - Sept 30, 2025

DATE: October 20, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: Preliminary Plan for In2Great Playground- 1371 Abbott Ct

RECOMMENDATION

Staff recommends that the Village Board approve a Preliminary Plan to allow improvements to the property at 1371 Abbott Court, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

In2Great Pediatric Therapy is seeking approval of a Preliminary Plan to build an approx. 1,500 sqft playground at the northeast corner of the building at 1371 Abbott Court, as well as a trash enclosure, and an expanded parking lot, as shown in Figure 1. These improvements are permitted in the industrial district; however, a preliminary plan is required because the project area exceeds 500 square feet.

In2Great is a Pediatric Therapy office offering speech, occupational, physical, and mental health therapies for children. They are requesting approval for a 1,500 sqft playground at the northeast corner of their building to support therapy by providing a safe outdoor space for play, movement, and social interaction. Along with the new playground, they will be adding a new refuse enclosure and 7 additional employee parking stalls to the site.

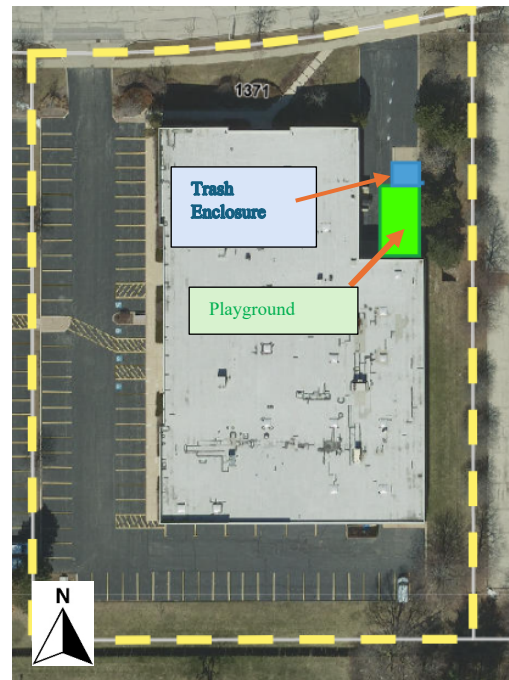


Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

The property features a stand-alone, single-tenant industrial building zoned for industrial use. The new playground area will be built where the two existing docking bays are located at the front of the

building, as shown in Figure 2. The docking bays will be filled in, a retaining wall will be added along the west side of the property, and the playground base will be filled with compacted material to ensure a level surface. The playground location was chosen due to limited space on the site that would be suitable for the use and avoid utility and traffic conflicts.



Figure 2: Front Elevation with Location of Proposed Playground Area Circled
(Source: Google Streetview, June 2025)

A new refuse enclosure will be constructed in front of the playground, in addition to a small parking lot for employees, as shown in Figure 3. The playground and trash enclosure meet setback and height requirements for accessory structures. The site's parking stall count exceeds code requirements.

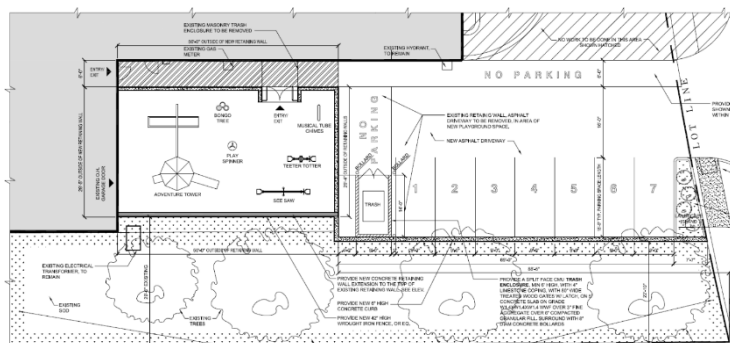


Figure 3: Proposed Site Improvements

Engineering has reviewed the concept plans and has no concerns and will continue to work with the applicant through the Development Improvement Agreement (DIA) and permitting processes.

PUBLIC HEARING COMMENTS

A neighboring business owner was present at the meeting and had general concerns about the health and safety of the children when they are playing on the playground due to the property's location in an industrial area. The petitioner indicated that children would only be permitted outside when appropriate and would always be accompanied by an adult. He further noted access to the playground would only be provided from inside the building.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of a Preliminary Plan to build an approx. 1,500 sqft playground at the northeast corner of the building at 1371 Abbott Court, as well as a new trash enclosure, and a parking lot addition, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A PRELIMINARY PLAN
TO ALLOW CONSTRUCTION OF A PLAYGROUND,
TRASH ENCLOSURE AND PARKING LOT ADDITION AT
1371 ABBOTT COURT

IN2GREAT PEDIATRIC THERAPY
1371 ABBOTT CT

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

WHEREAS 1371 Abbott Court, Buffalo Grove, IL (“Property”) is a stand-alone industrial building in the I: Industrial District and is hereinafter legally described in Exhibit A; and

WHEREAS IN2GREAT, LLC is the owner of the Property; and

WHEREAS In2Great, (“Petitioner”) has filed a petition requesting a Preliminary Plan to construct an approximately 1,500 square foot playground at the northeast corner of the building, along with a new trash enclosure and a parking lot addition; and

WHEREAS the Planning & Zoning Commission held a public hearing on September 30, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission determined that the request for preliminary plan approval was appropriate for the property and compatible with adjacent properties, as described in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 7-0 to recommend approval of the requested Preliminary Plan; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Amendment to the Preliminary Plan is reasonable and will serve the best interests of the Village; and

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

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from September 30, 2025 Planning & Zoning Commission Meeting |

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

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving a Preliminary Plan to allow construction of an approximately 1,500 square foot playground on the northeast corner of the building at 1371 Abbott Court along with a new trash enclosure and a parking lot addition, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.

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

EXHIBIT A

Legal Description

**IN2GREAT PEDIATRIC THERAPY
1371 ABBOTT CT**

SUBJECT PROPERTY COMMON ADDRESS: 1371 ABBOTT COURT, BUFFALO GROVE, IL 60089

PARCEL INDEX NUMBERS: 15-28-216-002

LEGAL DESCRIPTION: LOT 4 IN ABBOTT BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1991 AS DOCUMENT 3038077, IN LAKE COUNTY, ILLINOIS.

DRAFT

EXHIBIT B

Plan Set

IN2GREAT PEDIATRIC THERAPY

1371 ABBOTT CT

DRAFT

EXHIBIT C

Minutes from September 30, 2025, Planning & Zoning Commission Meeting
IN2GREAT PEDIATRIC THERAPY
1371 ABBOTT CT

DRAFT

Narrative Statement for 1371 Abbott Court

To Whom It May Concern,

We are writing on behalf of **In2great**, the organization responsible for providing and installing the proposed playground at **1371 Abbott Court**. In2great is a pediatric therapy practice dedicated to supporting the developmental needs of children through a range of therapeutic services. As part of our commitment to creating inclusive and engaging environments that enhance therapeutic outcomes, we are planning to install a playground designed specifically to support the children and families we serve.

The playground has been thoughtfully designed to complement our therapeutic programs by offering a safe, accessible, and enriching space where children can engage in play that supports physical, emotional, and social development. It will serve as an extension of our therapy services, providing opportunities for movement, sensory exploration, and peer interaction in a structured yet playful setting.

Please note that this playground is intended **exclusively for In2great** use and will not be open to the general public.

This initiative reflects In2great's mission to foster **growth, connection, and well-being** through play and community engagement within our organization. We appreciate your consideration and look forward to working collaboratively to bring this vision to life.

SCALE: $\frac{1}{2}" = 1'-0"$

SCALE: $\frac{1}{2}" = 1'-0"$

SCALE: $\frac{1}{8}" = 1'-0"$

SCALE: $\frac{1}{8}" = 1'-0"$

SCALE: $\frac{1}{8}" = 1'-0"$

SCALE: $\frac{1}{8}" = 1'-0"$

TRASH ENCLOSURE SAMPLE

TO BE SIMILAR TO THIS IMAGE

[illegible]

REVISIONS	
NO.	DESCRIPTION
DATE	OWNER REVIEW SET
6-19-2025	PERMIT SUBMITTAL
7-16-2025	ZONING SUBMITTAL
9-15-2025	

EPIC ACD inc. 1371 ABBOTT COURT - PLAYGROUND
ARCHITECTURE CONSTRUCTION DEVELOPMENT
BUFFALO GROVE, ILLINOIS 60089



JOB NO.: ACD155

SHEET: **A1.0**

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, TUESDAY, SEPTEMBER 30, 2025**

CALL TO ORDER

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

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Saxena, PZC Commissioner Gregory.

Also present were: Trustee Liason Lester Ottenheimer, Deputy Director Kelly Purvis, Associate Planner Andrew Binder, Village Engineer Briget Schwab, and Village Attorney Nick Standiford

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Fence Variation to install a 6-foot fence that exceeds the allowable height permitted for a privacy fence in the rear yard at 491 Farrington Ct

Associate Planner Binder provided a brief overview of the request indicating staff's support for the fence variation at 491 Farrington Ct.

The property owner and petitioner, Rabbi Steven Zenworth was sworn in.

Zenworth indicated that the property is very exposed to McHenry Road due to the detention area behind it.

He also noted that he has secured a grant from homeland security to increase the height of the fence, due to the religious use on the property.

Com. Worlikar asked about the zoning of the retention pond.

Binder indicated that is zoned as a residential property.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Moodhe made a motion to grant a variation to the Buffalo Grove Fence Code Section 15.20, to install a 6-foot fence that exceeds the allowable height permitted for a privacy fence in the rear yard at 491 Farrington Ct, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

The motion was seconded by Com. Worlikar.

Com. Moodhe discussed the precedent for these kinds of variations. He noted that the back yard, in essence, butts up to Rt. 83.

Chairperson Weinstein noted that 6-foot fences are generally seen as un-neighborly. He noted in certain circumstances, like this one, it makes sense to grant a variation.

Moved by Adam Moodhe, seconded by Neil Worlikar to approve. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

B. Consideration of an Amendment to the Planned Unit Development Ord. No 1971-005, as amended by Ord. No. 2024-076, and Preliminary Plan approval for Joyce Kilmer School, with a variation from Section 17.32.020 to allow a trash enclosure to be located in the front yard, closer to the front property line than the principal building at 655 Golfview Terrace.

Associate Planner Binder provided a brief overview of the request indicating staff's support for the PUD and Preliminary Plan Amendments as well as the Zoning Variation.

The petitioner, Bill Weiss, Assistant Director of Operations for District 21 was sworn in.

Weiss indicated that they are trying to accommodate the feedback that was being heard from the community regarding noise from trash pick up. He noted that they are looking to beatify the area and make it a little bit safer by enclosing the garbage and recycling containers.

Com. Spunt asked how often Waste Management picks up trash.

Weiss noted that they come by daily in the morning.

Com. Gregory asked about how the area was used prior to the refuse container being placed in that location.

Weiss noted that it was an area where cars could drive through.

Com. Gregory asked if there was another location they were considering for the trash containers.

Weiss indicated that they don't have a place in mind at this time.

Com. Gregory asked how long the trash container has been located in this location.

Weiss indicated that it has been there since 2022.

Com. Au asked for clarification about the enclosure.

Weiss indicated that all sides will be enclosed.

Com. Moodhe asked if there has been any dumping on the property.

Weiss noted none has been reported.

Chairperson Weinstein asked if the enclosure will create any further difficulty for Waste Management to remove refuse from the property.

Weiss indicated that it would not.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Moodhe moved to make a positive recommendation to the Village Board to allow approval of an Amendment to the Planned Unit Development Ord. No 1971-005, as amended by Ord. No. 2024-076, and Preliminary Plan approval for Joyce Kilmer School, with a variation from Section 17.32.020 to allow a trash enclosure to be located in the front yard, closer to the front property line than the principal building at 655 Golfview Terrace, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.

The motion was seconded by Com. Spunt.

Com. Moodhe noted that he assumed the dumpster was there due to construction. He indicated that the enclosure will make it look nicer. He stated that because of the angles of the street, you can't really tell the dumpster is even there.

Moved by Adam Moodhe, seconded by Marc Spunt to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

- C. **Consideration of a Preliminary Plan to build an approx. 1,500 sqft playground at the northeast corner of the building, a new trash enclosure, and a parking lot addition at 1371 Abbott Court**

Associate Planner Binder provided a brief overview of the request indicating staff's support for the Preliminary Plan approval.

The petitioner, Kirk Alexakos, Architect from Epic ACD, and the property owner Leo Harisiadis were sworn in.

Alexakos indicated that this is the only appropriate location for the playground.

Harisiadis noted that they are a play-based therapy space that serves over 700 families. He noted that some kids are at the facility for 40 hours a week, and that they need to get outside. He noted that they decided to create a play space for the children as best they could.

Com. Spunt asked if they could explain what they are doing with the garage door, as well as how trash will be picked up.

Harisiadis noted that the garage doors will be filled with brick, the old dock area will be back filled, and noted that the enclosure for garbage would be in front of that.

Com. Spunt asked about any concerns about removing the doors for future use.

Harisiadis noted that the brick could be removed in the future as the door frame will remain.

Com. Gregory asked about the additional parking spaces on the property.

Alexakos noted that there are 3 parallel spaces in the same location currently, and a total of 7 will be striped for employee use.

Com. Moodhe asked how many people come through the facility on a daily basis.

Harisiadis stated that he doesn't know from the top of his head. He noted there are 30 kids that are there all day.

Com. Moodhe asked if staff parks on the south side of the building.

Harisiadis stated yes.

Com. Moodhe asked if there was any consideration to adding ADA in the new parking area.

Alexakos indicated that due to the slope, ADA could not be accommodated in the new parking area.

Com. Moodhe asked about the other locations that were considered.

Alexakos reviewed the other location they were considering, noting that there were utility easements that could not be built over.

Com. Moodhe asked if the playground would be sensory in nature.

Harisiadis indicated that it would be.

Village Staff report was entered as Exhibit 1.

Daniel Jung from 1380-1384 Abbott Ct was sworn in and asked if the playground would be accessible from the building only.

Harisiadis indicated that the playground would only be accessible from the building.

Jung noted, being that this is an industrial area, there are businesses that crush concrete and also do controlled burns in the areas.

Harisiadis noted that they would only take the kids out when the conditions were optimal. He noted that all spaces in the buildings are fob accessed, and there is no risk of the kids being on their own or where they are not supposed to be.

The Staff Report was entered into the record as Exhibit 1.

The public hearing was closed.

Com. Moodhed moved to make a positive recommendation to the Village Board to allow approval of a Preliminary Plan to build an approx. 1,500 sq ft playground at the northeast corner of the building, a new trash enclosure, and a parking lot addition at 1371 Abbott Court, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

The motion was seconded by Com. Worlikar

Com. Gregory wanted to note that he previously worked at a school that had a similar issue, where the open space around the building was paved but had a population that needed to get outside. He indicated that making open space available to students is important.

Com. Gregory further noted the height of the fence around the playground and indicated that he did not have safety concerns.

Com. Moodhe noted that he observed some of the larger vehicles in the area, but that the people coming into the facility have a pretty good feeling for how to maneuver the site. He further noted that it is a unique business for the area utilizing a substantial building.

Com. Saxena spoke in support of the motion and stated that he doesn't have any concerns.

Moved by Adam Moodhe, seconded by Neil Worlikar to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None

B. Approval of Minutes

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

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

1. Draft Minutes from the September 3, 2025 Planning and Zoning Commission meeting.

C. Chairperson's Report

Chairperson Weinstein thanked staff for making the meeting on a Tuesday to accommodate the Jewish holiday.

D. Committee and Liaison Reports

Com. Gregory noted the following topics discussed at the September 15th Board meeting:

National suicide month.

Battalion Chief Russel was granted an award.

Consent agenda items were approved.

Certificates of Initial Acceptance were approved for the self storage facility and Belle Tire.

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis indicated that the meeting scheduled for October 15, 2025 would be canceled and a special PZC meeting will be held on October 22, 2025 regarding the 90 unit townhome development presented by Pulte Homes.

F. Public Comments and Questions

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

None

ADJOURNMENT

The meeting was adjourned at 8:23.

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.d.

Motion to Execute Contract Extensions with Multiple Vendors

Contacts

Liaison: Trustee Cesario

Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

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

Summary

Recommendation

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

1. A two-year contract option with Alpine Amusement Company for rides and amusements for BG Days
2. A two-year contract option with Indestructo Rental Company for Tent and Equipment Rental Services
3. A one-year contract option with City Escape & Design for ROW and Median Mowing.
4. A two-year contract option with Clarke Mosquito Environmental Management for Mosquito Abatement.
5. A one-year contract option with Wold Ruck Pate for Architectural Services
6. A one-year contract option with FGM Architects for Architectural Services
7. A one-year contract option with Vulcan Materials Company for Aggregate Materials.
8. A two-year contract option with Lakeshore Recycling Systems LLC for street sweeping services
9. A two-year contract option with Crystal Maintenance for Custodial Services.
10. A one-year contract option with Municipal GIS Partners Inc for Geographical Information Services
11. A one-year contract option with DataProse LLC for Utility Bill Printing and Mailing Services.
12. A one-year contract option with B&F Construction Code Services for contract inspections

& plan review services.

13. A one-year contract option with National Power Rodding Corp for Sewer Televising Services
14. A two-year contract option with Reliable Property Services LLC for Golf Course Maintenance Services
15. A one-year contract option with Visu-Sewer for Sewer Lining Services

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

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

File Attachments

1. Fall Contract Extensions 2025-2026





MEMORANDUM

DATE: October 15, 2025
TO: Village Manager Dane Bragg
FROM: Purchasing Manager Tom Wisniewski
SUBJECT: Fall Contract Extensions

RECOMMENDATION

Staff will bring the following recommendations for contract extensions before the Village Board as a single item on October 20.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Alpine Amusement Company for rides and amusements at the Buffalo Grove Days Festival for 2026 & 2027. The Village will receive a 36% share of the gross receipts of ticket sales.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Indestructo Rental Company., for Tent and Equipment Rental Services for Buffalo Grove Days to cover the period from April 6, 2026, to April 6, 2028. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$23,232.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the third and final one-year contract option with City Escape Garden and Design., for Right of Way and Median Mowing Services to cover the period from April 1, 2026, to April 1, 2027. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$105,560.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Clarke Mosquito Environmental Management., for Mosquito Abatement Services to cover the period from Jan 1, 2026, to December 31, 2027. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 1.75% per year is expected and the base contract amount is set at a not to exceed amount of \$57,823.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Wold Ruck Pate for Architectural Services to cover the period from January 1, 2026,

to December 31, 2026. This work would be expected to continue to be done within the 2026 approved budget amount. Prices are based upon project cost and type.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with FGM Architects for Architectural Services to cover the period from February 6, 2026, to February 6, 2027. This work would be expected to continue to be done within the 2026 approved budget amount. Prices are based upon project cost and type.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first and final one-year contract option with Vulcan Materials Company, for Aggregate Materials to cover the period from January 1, 2026, to December 31, 2026. This work would be expected to continue to be done within the 2026 approved budget amount. The base contract amount is set at a not to exceed amount of \$107,757.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Lakeshore Recycling Systems LLC., for street sweeping services to cover the period from January 1, 2026, to December 31, 2027. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$46,236.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Crystal Maintenance Services Inc for custodial services to cover the period from January 1, 2026, to December 31, 2027. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$153,450.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Municipal GIS Partners, Inc. for Geographical Information Services to cover the period from January 1, 2026, to December 31, 2026. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 3.75% is expected and the base contract amount is set at a not to exceed amount of \$174,649.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with DataProse LLC., for Utility Bill Printing and Mailing Services to cover the period from January 1, 2026, to December 31, 2026. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$11,594.00. The contractual cost does not include postage as this is a passthrough cost.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with B&F Construction Code Services, for Contract Inspections and Plan Review Services to cover the period from November 3, 2025, to November 3, 2026. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 2% is expected and the base contract amount is set at a not to exceed amount of \$250,000.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with National Power Rodding Corp., for Sewer Televising Services to cover the period from January 1, 2026, to December 31, 2026. This work will be completed within the 2026 approved budgeted cycle. A price increase of no more than 3% is expected and the contract is set at a not to exceed amount of \$133,587.00

Staff recommends that the Village President and Board of Trustees authorize staff to execute a two-year contract option with Reliable Property Services, LLC, for Golf Course Maintenance Services to cover the period from March 1, 2026, to March 1, 2028. This work would be expected to continue to be done within the 2026 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$1,259,148.00 per year.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Visu-Sewer., for Sewer Lining Services to cover the period from January 1, 2026, to December 31, 2026. This work will be completed within the 2026 approved budgeted cycle. A price increase of no more than 3% is expected and the contract is set at a not to exceed amount of \$176,930.36.

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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.e. O-2025-105

Ordinance Approving an Amendment to the Planned Development, Preliminary Plan and Zoning Variation for a Trash Enclosure at Joyce Kilmer School at 655 Golfview Terrace

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment to the Planned Development, Preliminary Plan and Zoning Variation for a trash enclosure at Joyce Kilmer School at 655 Golfview Terrace.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo -Trash Enclosure- Joyce Kilmer - 655 Golfview
2. DRAFT Ordinance - Trash Enclosure- Joyce Kilmer - 655 Golfview
3. DRAFT Ordinance - Exhibit B. Plan Set - 655 Golfview
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - Sept 30, 2025

DATE: October 20, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 655 Golfview Terrace - Amendment to the Planned Development,
Preliminary Plan and Zoning Variation for Joyce Kilmer Trash Enclosure

RECOMMENDATION

Staff recommends that the Board approve an Ordinance granting an amendment to the PUD and Preliminary Plan, with a variation to allow a trash enclosure to be located in the front yard at Joyce Kilmer School at 655 Golfview Terrace.

PLANNING & ZONING ANALYSIS

Initially, School District 21 placed refuse and recycling containers behind Joyce Kilmer School. However, due to noise complaints from nearby residents, the District opted to relocate the containers. The current location was chosen as it minimizes disturbance to nearby properties as well as minimizes disruptions to parking, classes, and recreational activities thereby ensuring the safety of students and staff.

D21 is proposing a new 6-foot wood fence enclosure, which will be setback 5 feet from the west property line. The proposed enclosure along with the existing landscaping will help screen the containers.

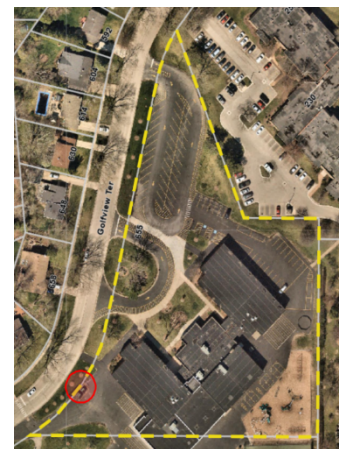


Figure 1: Subject Property

PUBLIC HEARING COMMENTS

No comments were received prior to or during the public hearing. A few members of the public were present at the public hearing but did not speak.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow an amendment to the PUD and Preliminary Plan approved with a variation to allow a trash enclosure to be located in the front yard, closer to the front property line than the principal building at 655 Golfview Terrace, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.



Figure 2: View of Trash Containers from Golfview and Raupp Intersection (Google Streetview, Aug 2022)



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT ORD. 71-005, AS
AMEND BY ORD. 2024-076, PRELIMINARY PLAN AND A
ZONING VARIATION FOR 655 GOLFVIEW TERRACE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS

Joyce Kilmer School
School District #21
655 Golfview Terrace

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

WHEREAS 655 Golfview Terrace, Buffalo Grove, IL is improved with a public elementary school on approximately 3.4-acres, in the R-5 One Family Dwelling District, and is hereinafter legally described in Exhibit A; and

WHEREAS in 1971, the Village Board approved Ordinance No. 1971-005 for the Planned Unit Development of the Oak Creek Condos and Apartments, whereby the subject property was dedicated to the Village for a school and park site; and

WHEREAS in 2024, the Village Board approved Ordinance No. 2024-076 for the Amendment to the Planned Unit Development and Preliminary Plan, with Zoning Code Variations, for the placement of a modular classrooms in the rear yard of the property; and

WHEREAS Community Consolidated School District 21, ("Petitioner") has filed a petition to allow construction of a trash enclosure within the front yard of the subject school property and is requesting the following approvals:

1. An amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 1971-005 and amended by Ordinance No. 2024-075; and
2. A Variation from Section 17.32.020 to allow an accessory structure to be located in the front yard and closer to the street than the principal structure; and

WHEREAS notice of public hearing was given and the Village Planning & Zoning Commission conducted a public hearing on September 30, 2025 concerning the petition for approval of the Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations; and

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

WHEREAS the Planning & Zoning Commission voted 7 - 0 to unanimously recommend approval of the Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations; and

WHEREAS the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Amendment to the Planned Unit Development and Preliminary Plan with a Zoning Code Variation are reasonable requests and will serve the best interests of the Village.

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

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Plan Set
EXHIBIT C	Draft Minutes from the September 30, 2025, Planning & Zoning Commission Meeting

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

SECTION 1. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations for the Property located at 655 Golfview Terrace, Buffalo Grove, IL, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance

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

EXHIBIT A

Legal Description

**Joyce Kilmer School
School District #21
655 Golfview Terrace**

SUBJECT PROPERTY COMMON ADDRESS: 655 Golfview Terrace

LOT "A" IN BUFFALO GROVE UNIT NO. 7, BEING A SUBDIVISION OF SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1965 AS DOCUMENT NUMBER 14497804, IN COOK COUNTY, ILLINOIS.

PINS: 03-04-300-007

EXHIBIT B

Plan Set
Joyce Kilmer School
School District #21
655 Golfview Terrace

DRAFT

EXHIBIT C

Draft Minutes from September 30, 2025, Planning & Zoning Commission Meeting

Joyce Kilmer School

School District #21

655 Golfview Terrace

DRAFT



Community Consolidated School District 21

959 West Dundee Road • Wheeling, Illinois 60090
847.537.8270
www.ccsd21.org

Dr. Michael Connolly, Superintendent

Board of Education

Jessica Riddick, *President* • Debbi McAtee, *Vice President* • Dagmara Kalinowski, *Secretary*
Carrie Devitt • Arlen S. Gould • Iliana Guzman • Bill Harrison

To whom it may concern,

At Kilmer Elementary School we are requesting a variance to place a fence around the waste management recycling and refuse containers to the right of the school. We currently have townhomes, modular classrooms, tennis courts, playground, and basketball courts in the back of the school.

A few years ago the townhouse population was stating that they were being woken up daily when waste management came to empty the refuse as they were only 20 feet away from the dumpsters. As a result, the containers were moved and are located on the right side of the school to keep the public from being disturbed by the emptying of the containers in the mornings.

The rest of the back property is active with parks, tennis courts, basketball courts and there was no safe place for waste management to be able to service the containers without putting students, staff, or community members at risk. This property is rather small when considering the amount of building occupants and this was deemed the safest and best decision to help all of our community members.

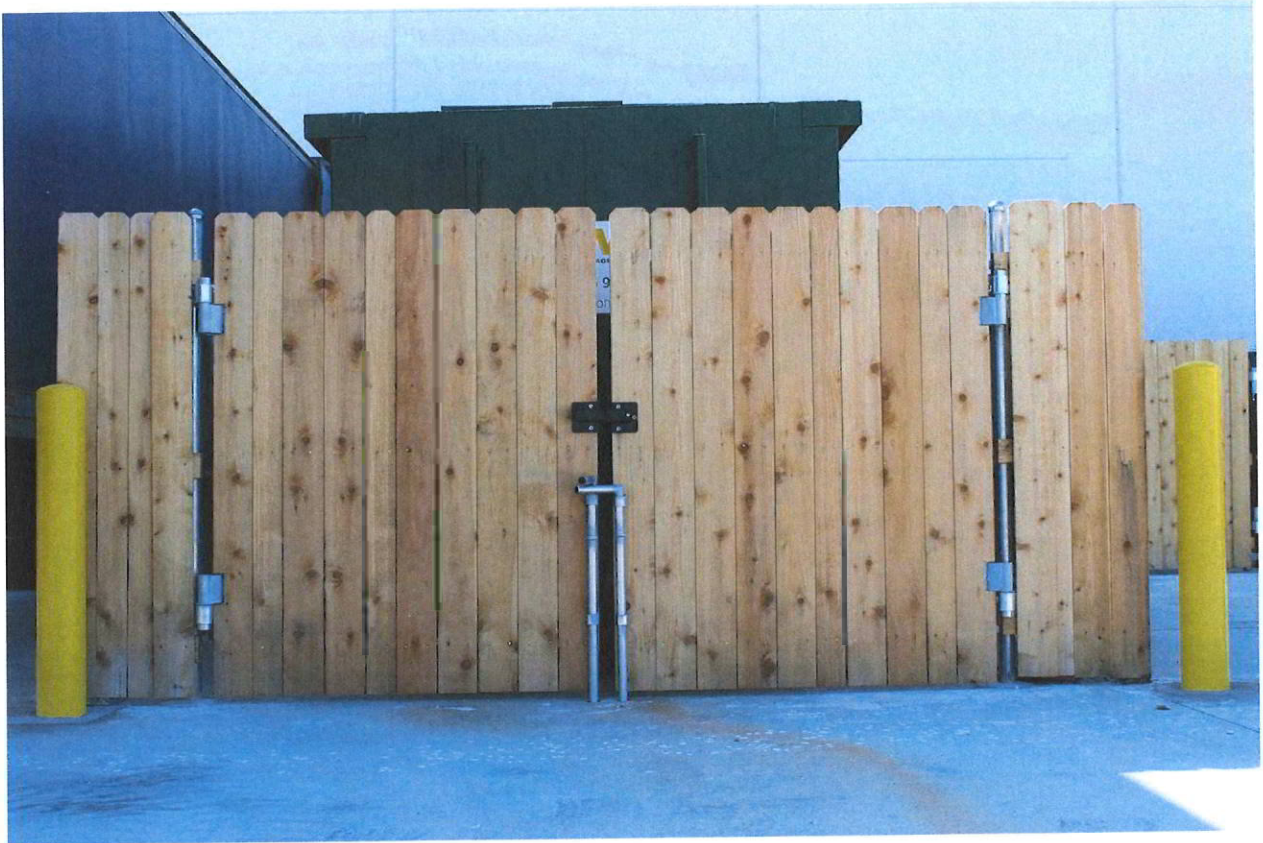
We would like for you to consider allowing us to provide a cedar fence around the refuse and recycling containers to enhance the look of the property and provide a safe place for children to play in that area.

Additionally, it's likely that this may be a temporary solution for the refuse containers until a better location becomes available.

Attached are the designs from our fencing provider and plot of survey. If you have any questions please feel free to contact Bill Weiss at 847-532-8794 or bill.weiss@ccsd21.org.

Bill Weiss
Assistant Director of Operations
Community Consolidated School District 21
999 W. Dundee Road
Wheeling IL 60090

The fence will look similar to this.





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

Criteria for Zoning Variation.

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

Response:

THE SCHOOL USE IS NOT CHANGING, ONLY THE FENCE
WOULD BE PUT AROUND THE REFUSE AND RECYCLING
CONTAINERS.

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

Response:

WE HAVE A MODULAR CLASSROOM, PLAYGROUND,
TENNIS COURTS, AND BASKETBALL PLAYGROUND THAT
PREVENT SAFE PASSAGE (FOR STUDENTS) & WASTE
MANAGEMENT TO PLACE & SERVICE DUMPSTERS IN
ANOTHER LOCATION AT THIS SITE.

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

Response:

IT WILL ENHANCE THE LOOK BY ENCLOSING
THE REFUSE/TRASH DUMPSTERS.

Special Use Standards

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

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Response:

THIS WILL INCREASE THE SAFETY OF THIS SITE TO ENSURE STUDENTS DO NOT RUN INTO THE REFUSE / RECYCLING CONTAINERS THEM.

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

Response:

THIS WILL ENHANCE THE CURRENT USE OF THESE GROUNDS FOR THE SCHOOL & COMMUNITY BY GIVING SAFE ACCESS FOR SERVICING AND MAINTAINING THE LOOK OF THE PROPERTY.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

Response:

THIS WILL ENHANCE THE BEAUTIFICATION ON THE PROPERTY BY ENCLOSING THE REFUSE / RECYCLING.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

Response:

Connect. This will not hinder or discourage the development & use of the properties around the buildings.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response:

These are already established on the site.

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

Response:

This is already established on the site.



PLANNED UNIT DEVELOPMENT STANDARDS

In addition to the special use standards, all planned unit developments shall meet the following general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

Response: YES

2. The uses permitted in such development are not of such a nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood;

Response: THIS WILL ENHANCE THE EXTERIOR OF THE BUILDING AND BEAUTIFY IT.

3. The plan effectively treats the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features;

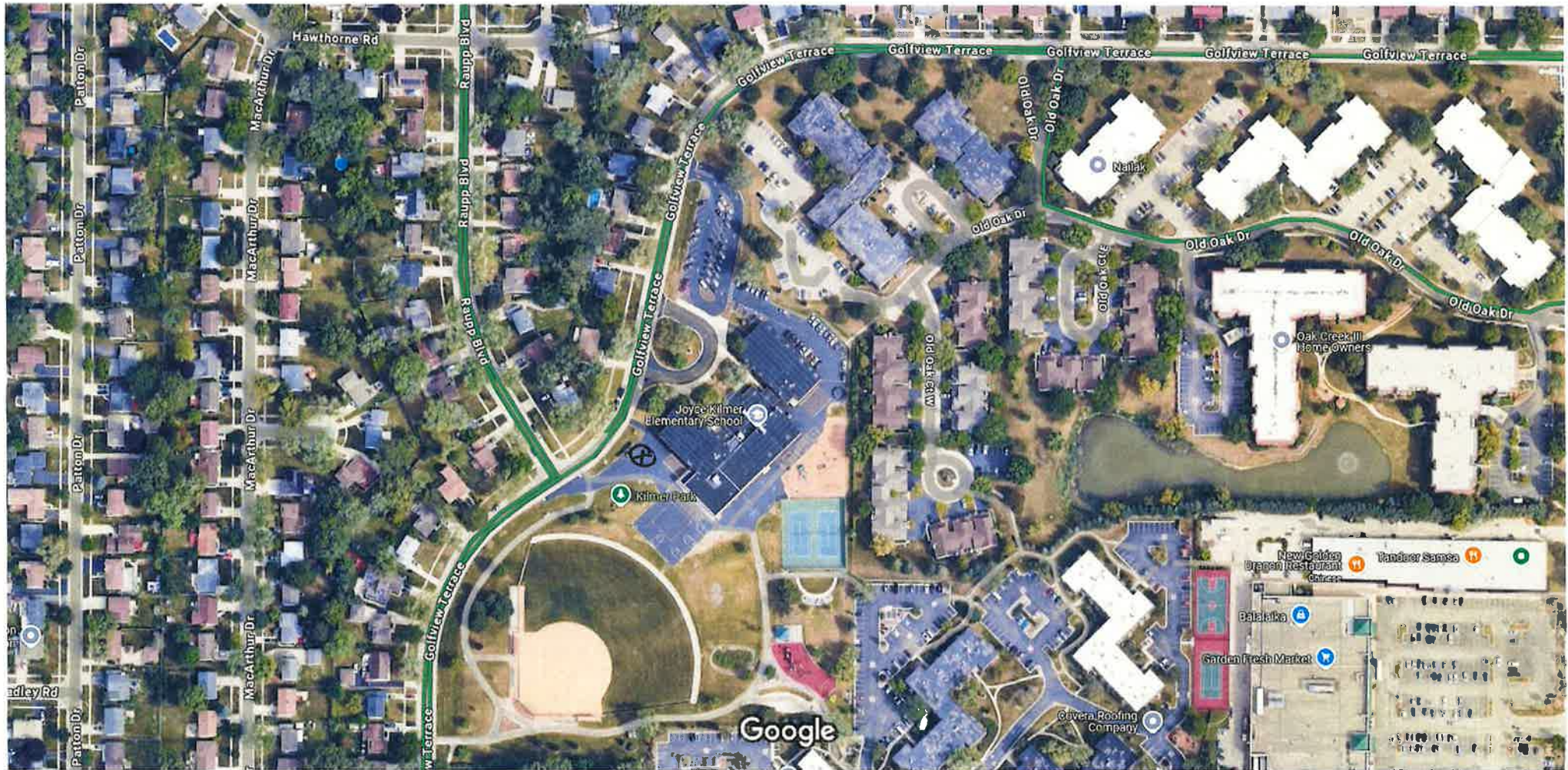
Response: YES

4. All requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development;

Response: Correct

5. The Planning and Zoning Commission shall determine that the area and width of the lot shall be sufficient for the proposed use, and that the development of the property in the proposed manner creates no outlots which will be difficult to develop in an appropriate manner.

Response: Correct



Imagery ©2025 Airbus, Maxar Technologies, Vexcel Imaging US, Inc., Map data ©2025 100 ft

Live traffic

Fast    Slow

X = LOCATION OF FENCED IN AREA AROUND THE DUMPSTER

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION HELD
AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, TUESDAY, SEPTEMBER 30, 2025**

CALL TO ORDER

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

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Saxena, PZC Commissioner Gregory.

Also present were: Trustee Liason Lester Ottenheimer, Deputy Director Kelly Purvis, Associate Planner Andrew Binder, Village Engineer Briget Schwab, and Village Attorney Nick Standiford

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Fence Variation to install a 6-foot fence that exceeds the allowable height permitted for a privacy fence in the rear yard at 491 Farrington Ct

Associate Planner Binder provided a brief overview of the request indicating staff's support for the fence variation at 491 Farrington Ct.

The property owner and petitioner, Rabbi Steven Zenworth was sworn in.

Zenworth indicated that the property is very exposed to McHenry Road due to the detention area behind it.

He also noted that he has secured a grant from homeland security to increase the height of the fence, due to the religious use on the property.

Com. Worlikar asked about the zoning of the retention pond.

Binder indicated that is zoned as a residential property.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Moodhe made a motion to grant a variation to the Buffalo Grove Fence Code Section 15.20, to install a 6-foot fence that exceeds the allowable height permitted for a privacy fence in the rear yard at 491 Farrington Ct, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

The motion was seconded by Com. Worlikar.

Com. Moodhe discussed the precedent for these kinds of variations. He noted that the back yard, in essence, butts up to Rt. 83.

Chairperson Weinstein noted that 6-foot fences are generally seen as un-neighborly. He noted in certain circumstances, like this one, it makes sense to grant a variation.

Moved by Adam Moodhe, seconded by Neil Worlikar to approve. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

B. Consideration of an Amendment to the Planned Unit Development Ord. No 1971-005, as amended by Ord. No. 2024-076, and Preliminary Plan approval for Joyce Kilmer School, with a variation from Section 17.32.020 to allow a trash enclosure to be located in the front yard, closer to the front property line than the principal building at 655 Golfview Terrace.

Associate Planner Binder provided a brief overview of the request indicating staff's support for the PUD and Preliminary Plan Amendments as well as the Zoning Variation.

The petitioner, Bill Weiss, Assistant Director of Operations for District 21 was sworn in.

Weiss indicated that they are trying to accommodate the feedback that was being heard from the community regarding noise from trash pick up. He noted that they are looking to beatify the area and make it a little bit safer by enclosing the garbage and recycling containers.

Com. Spunt asked how often Waste Management picks up trash.

Weiss noted that they come by daily in the morning.

Com. Gregory asked about how the area was used prior to the refuse container being placed in that location.

Weiss noted that it was an area where cars could drive through.

Com. Gregory asked if there was another location they were considering for the trash containers.

Weiss indicated that they don't have a place in mind at this time.

Com. Gregory asked how long the trash container has been located in this location.

Weiss indicated that it has been there since 2022.

Com. Au asked for clarification about the enclosure.

Weiss indicated that all sides will be enclosed.

Com. Moodhe asked if there has been any dumping on the property.

Weiss noted none has been reported.

Chairperson Weinstein asked if the enclosure will create any further difficulty for Waste Management to remove refuse from the property.

Weiss indicated that it would not.

Village Staff report was entered as Exhibit 1.

The public hearing was closed.

Com. Moodhe moved to make a positive recommendation to the Village Board to allow approval of an Amendment to the Planned Unit Development Ord. No 1971-005, as amended by Ord. No. 2024-076, and Preliminary Plan approval for Joyce Kilmer School, with a variation from Section 17.32.020 to allow a trash enclosure to be located in the front yard, closer to the front property line than the principal building at 655 Golfview Terrace, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.

The motion was seconded by Com. Spunt.

Com. Moodhe noted that he assumed the dumpster was there due to construction. He indicated that the enclosure will make it look nicer. He stated that because of the angles of the street, you can't really tell the dumpster is even there.

Moved by Adam Moodhe, seconded by Marc Spunt to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

C. Consideration of a Preliminary Plan to build an approx. 1,500 sqft playground at the northeast corner of the building, a new trash enclosure, and a parking lot addition at 1371 Abbott Court

Associate Planner Binder provided a brief overview of the request indicating staff's support for the Preliminary Plan approval.

The petitioner, Kirk Alexakos, Architect from Epic ACD, and the property owner Leo Harisiadis were sworn in.

Alexakos indicated that this is the only appropriate location for the playground.

Harisiadis noted that they are a play-based therapy space that serves over 700 families. He noted that some kids are at the facility for 40 hours a week, and that they need to get outside. He noted that they decided to create a play space for the children as best they could.

Com. Spunt asked if they could explain what they are doing with the garage door, as well as how trash will be picked up.

Harisiadis noted that the garage doors will be filled with brick, the old dock area will be back filled, and noted that the enclosure for garbage would be in front of that.

Com. Spunt asked about any concerns about removing the doors for future use.

Harisiadis noted that the brick could be removed in the future as the door frame will remain.

Com. Gregory asked about the additional parking spaces on the property.

Alexakos noted that there are 3 parallel spaces in the same location currently, and a total of 7 will be striped for employee use.

Com. Moodhe asked how many people come through the facility on a daily basis.

Harisiadis stated that he doesn't know from the top of his head. He noted there are 30 kids that are there all day.

Com. Moodhe asked if staff parks on the south side of the building.

Harisiadis stated yes.

Com. Moodhe asked if there was any consideration to adding ADA in the new parking area.

Alexakos indicated that due to the slope, ADA could not be accommodated in the new parking area.

Com. Moodhe asked about the other locations that were considered.

Alexakos reviewed the other location they were considering, noting that there were utility easements that could not be built over.

Com. Moodhe asked if the playground would be sensory in nature.

Harisiadis indicated that it would be.

Village Staff report was entered as Exhibit 1.

Daniel Jung from 1380-1384 Abbott Ct was sworn in and asked if the playground would be accessible from the building only.

Harisiadis indicated that the playground would only be accessible from the building.

Jung noted, being that this is an industrial area, there are businesses that crush concrete and also do controlled burns in the areas.

Harisiadis noted that they would only take the kids out when the conditions were optimal. He noted that all spaces in the buildings are fob accessed, and there is no risk of the kids being on their own or where they are not supposed to be.

The Staff Report was entered into the record as Exhibit 1.

The public hearing was closed.

Com. Moodhed moved to make a positive recommendation to the Village Board to allow approval of a Preliminary Plan to build an approx. 1,500 sq ft playground at the northeast corner of the building, a new trash enclosure, and a parking lot addition at 1371 Abbott Court, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

The motion was seconded by Com. Worlikar

Com. Gregory wanted to note that he previously worked at a school that had a similar issue, where the open space around the building was paved but had a population that needed to get outside. He indicated that making open space available to students is important.

Com. Gregory further noted the height of the fence around the playground and indicated that he did not have safety concerns.

Com. Moodhe noted that he observed some of the larger vehicles in the area, but that the people coming into the facility have a pretty good feeling for how to maneuver the site. He further noted that it is a unique business for the area utilizing a substantial building.

Com. Saxena spoke in support of the motion and stated that he doesn't have any concerns.

Moved by Adam Moodhe, seconded by Neil Worlikar to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

None

B. Approval of Minutes

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

AYES: 7 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Sujat Saxena, Chad Gregory

NAYS: 0 None

ABSENT: 2 Jason Davis, Don Schwartz

Motion declared Passed.

1. Draft Minutes from the September 3, 2025 Planning and Zoning Commission meeting.

C. Chairperson's Report

Chairperson Weinstein thanked staff for making the meeting on a Tuesday to accommodate the Jewish holiday.

D. Committee and Liaison Reports

Com. Gregory noted the following topics discussed at the September 15th Board meeting:

National suicide month.

Battalion Chief Russel was granted an award.

Consent agenda items were approved.

Certificates of Initial Acceptance were approved for the self storage facility and Belle Tire.

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis indicated that the meeting scheduled for October 15, 2025 would be canceled and a special PZC meeting will be held on October 22, 2025 regarding the 90 unit townhome development presented by Pulte Homes.

F. Public Comments and Questions

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

None

ADJOURNMENT

The meeting was adjourned at 8:23.

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.f. O-2025-106

Ordinance Approving an Amendment to the Special Use Ordinance to Update the Owner's Name at Metro Storage at 847 Deerfield Pkwy.

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment to the Special Use Ordinance to update the owner's name at Metro Storage at 847 Deerfield Pkwy.

Summary

See attached memorandum.

Strategic Alignment

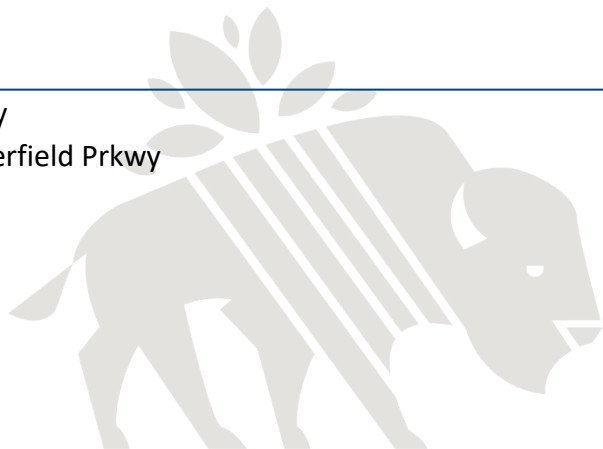
Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

File Attachments

1. Memo - Metro Storage - 847 Deerfield Pkwy
2. DRAFT Ordinance - Metro Storage - 847 Deerfield Prkwy



DATE: October 20, 2025

TO: Village Manager, Dane Bragg

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

SUBJECT: 847 Deerfield Pkwy - Approve an Amendment to the Special Use approved by Ordinance No. 2020-010, for Metro Storage, LLC, to correct the operator within the Ordinance to Metro Storage Buffalo Grove, LLC

RECOMMENDATION

Staff recommends that the Village Board approve an amendment to the Special Use Ordinance No. 2020-010, to update the owner's name in the Ordinance to Metro Storage Buffalo Grove, LLC for the accessory retail use at 847 Deerfield Pkwy.

BACKGROUND

In 2020, the Village Board approved a Special Use to allow Metro Storage, LLC to operate an accessory retail use within their self-storage facility at 847 Deerfield Parkway. The property is zoned industrial, and a self-storage facility is a permitted use in the district. The retail use is accessory to the permitted storage use and requires Special Use approval. Metro Storage will remain the property owner and will continue to operate the incidental retail use. The proposed amendment would update the LLC listed in the ordinance to 'Metro Storage Buffalo Grove, LLC'.

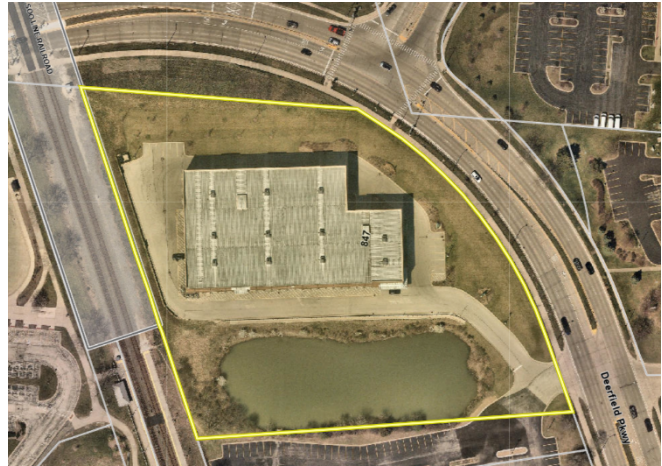


Figure 1: 847 Deerfield Pkwy

No other changes are proposed to the site, building or operation of the business.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO
ORDINANCE NO. 2020-010 FOR A SPECIAL USE
FOR INCIDENTAL RETAIL USE AT 847 DEERFIELD
PARKWAY

**METRO STORAGE BUFFALO GROVE, LLC
847 DEERFIELD PARKWAY**

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

WHEREAS 847 Deerfield Parkway, Buffalo Grove, IL ("Property") is a 116,412 sqft self-storage facility in the I Industrial District and is hereinafter legally described in Exhibit A; and

WHEREAS Metro Storage Buffalo Grove, LLC is the owner of the Property; and

WHEREAS on February 18, 2020, the Village Board approved Ordinance No. 2020-010 granting a Special Use to allow for an incidental retail use in the Industrial District (I) to Metro Storage, LLC; and

WHEREAS the ownership information needs to be updated to reflect the current LLC "Metro Storage Buffalo Grove, LLC" ("Petitioner"); and

WHEREAS the conditions of approval in Ordinance No. 2020-010 note that the Special Use does not run with the land and any change in ownership requires approval by the Corporate Authorities; and

WHEREAS the petitioner is not proposing any other changes to the site, building or business operations from what was previously approved; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to Ordinance No. 2020-010 to update the ownership information to Metro Storage Buffalo Grove, LLC is reasonable and will serve the best interests of the Village; and

WHEREAS the Special Use shall continue operating in accordance with and pursuant to all exhibits included in Ordinance No. 2020-010.

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

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

SECTION 2. The Corporate Authorities hereby amend Ordinance No 2020-010 as described subject to the following conditions:

1. The Special Use is granted to Metro Storage Buffalo Grove, LLC for incidental retail use at 847 Deerfield Parkway, which shall not run with the land.

2. The Special Use granted to the Metro Storage Buffalo Grove, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:

- a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
- b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

EXHIBIT A

Legal Description

**METRO STORAGE BUFFALO GROVE, LLC
847 DEERFIELD PARKWAY**

SUBJECT PROPERTY COMMON ADDRESS: 847 Deerfield Parkway

PARCEL INDEX NUMBERS: 15-27-304-028

LEGAL DESCRIPTION:

Lot 1 in Metro Storage Buffalo Grove Subdivision, being a resubdivision in the South half of Section 27 and the North half of Section 34, Township 43 North, Range 11 East of the Third Principal Meridian, According to the plat thereof recorded May 5, 2017 as Document 7392140, in Lake County, Illinois.

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.g. R-2025-25

Resolution Approving the Illinois Elevator Safety Program Agreement

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution approving the Illinois Elevator Safety Program Agreement.

Summary

As it has in the past, the Village is submitting the attached agreement with the Office of the State Fire Marshal (OSFM). The agreement requires Buffalo Grove to operate an Elevator Safety Program in which the Village enforces safety standards, codes and regulations as those adopted in the current version of the Illinois Elevator Safety Rules and related state standards. The Village currently contracts out elevator plan review and inspections to a private entity. The Village will look to ensure that the contractors are aware of the agreement and are abiding by its requirements. This agreement will be effective upon date of acceptance by OSFM for four calendar years.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Goal

File Attachments

1. DRAFT Resolution - Exhibit A. New Municipality Safety Program Agreement
2. DRAFT Resolution - Illinois Elevator Safety Agreement



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT

This Illinois Local Elevator Safety Program Agreement ("Agreement") is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Administrator") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Administrator which permits the Local Administrator to operate a Local Elevator Safety Program ("Program") in conformity with the Elevator Safety and Regulation Act (225 ILCS 312) (the "Act"), including Section 140(a) of the Act, and the Administrative Rules ("Rules") adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Administrator agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Administrator shall reapply for approval of its Program by submitting to the OSFM the information detailed in Section 2, below, using the Local Elevator Safety Program Information Form ("Form").
2. The Local Administrator shall submit to the OSFM, along with this Agreement executed by an officer of the Local Administrator, the following information using the Form. The Local Administrator shall also notify the OSFM in writing of any changes to items in subsections "a" and "b" thereafter during the term of this Agreement:
 - a. The name and contact information of the Local Administrator's designated Program manager. It is the responsibility of the Local Administrator to promptly notify the OSFM of any changes to the Program manager's name and contact information.
 - b. The name and contact information of any third-party inspection company or companies under contract with the Local Administrator, or the name and license number of the inspector(s) employed by the Local Administrator to perform such inspections. It is the responsibility of the Local Administrator to promptly notify the OSFM of any changes to the name and contact information of any inspection company or companies under contract with the Local Administrator. It is the responsibility of the Local Administrator to promptly notify the OSFM of any change in the name and license number of inspector(s) employed by the Local Administrator.
 - c. The number and type of conveyances covered by the Program.
 - d. The standards and regulations for the Program.
3. The Local Administrator, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those provided for in the Act and adopted in the current version of the Rules(See: 41 Ill. Adm. Code 1000.60). The Local

Administrator also agrees to amend and enforce its Program, as required by Section 6(j) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations as provided for in the Act and adopted by the Rules.

4. Should the Local Administrator desire to adopt more stringent standards than any of the standards set by the Act and the Rules, the Local Administrator must submit to the OSFM, for review, the proposed standards that the Local Administrator desires to adopt. OSFM shall review the proposed standards and respond to the Local Administrator within a reasonable timeframe.
5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) of the Act must have been completed no later than January 1, 2015. By signing this Agreement, the Local Administrator acknowledges this obligation. If any affected conveyances are out of compliance, the Local Administrator will enforce this obligation.
6. By signing this Agreement, the Local Administrator agrees to operate its Program in compliance and conformance with the Act and Rules. Under the Program, the Local Administrator shall:
 - a. Issue conveyance construction and alteration permits and certificates of operation.
 - b. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional twelve (12) months if the request is received by the Local Administrator prior to expiration of the existing permit. Extension requests received by the Local Administrator after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Administrator.
 - c. Provide for inspection of elevators, including temporary operation inspections in accordance with ASME A17.1, Section 5.10.
 - d. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within seven (7) business days of receipt of the notice. Should the OSFM and Local Administrator not reach agreement on the exception or variance, the matter shall be directed to the Board to hear and decide. The Board shall decide upon the appeal within thirty (30) days after the Board meeting at which the appeal is heard of the variance's approval or denial.
 - e. Enforce the applicable provisions of the Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - f. Maintain for inspection by the OSFM copies of the following documentation and information, all of which shall be maintained for at least a 2-year period:
 - i. All permit applications;
 - ii. All permits issued by the Local Administrator;

- iii. All exceptions or variances requested, granted or denied;
 - iv. All inspection reports for conveyances subject to the Program; and
 - v. Proper records demonstrating the number of certificates of operation issued by the Local Administrator.
 - g. Ensure that all inspections are performed by personnel properly licensed by the State, including that each required inspection is conducted by a licensed elevator inspector.
 - h. Receive and process requests for investigation into alleged violations of the Act or alleged dangerous conditions, in accordance with Section 105 of the Act. The Local Administrator is required to assess and investigate as provided in sections (a) and (b) of Section 105 of the Act.
 - i. When a Local Administrator becomes aware of or is informed that a malfunction of a conveyance caused an injury, the OSFM must be notified promptly by the Local Administrator in writing or electronically.
 - j. Amend its Program within ninety (90) days of receipt of notice from the OSFM informing them of changes to any form, document, the standards and/or rules that affect the Program.
 - k. Notify the OSFM at least ninety (90) days in advance of the date the Local Administrator elects to discontinue its Program.
 - l. Require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within thirty (30) days of determination that the conveyance is not registered.
 - m. To make itself, records, and data available, upon reasonable notice, to meet with the OSFM or its representatives, to ensure compliance with the Act and Rules.
7. In accordance with the Act and Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Administrator's Program shall remain the jurisdiction of the Local Administrator as described in 41 Ill. Adm. Code 1000.40(c).
8. OSFM may review the Program of any Local Administrator and inspect any records related to the conveyances under the Program to ensure compliance. OSFM will provide the Local Administrator reasonable advance notice of the review. The Local Administrator is responsible for providing records and data requested within the timeframe requested by OSFM.
9. Should the OSFM determine that the Program does not meet the requirements of the Act or the Rules or this Agreement, the OSFM shall notify the Local Administrator of the corrective actions needed to bring the Program into compliance. Should the Local Administrator fail to make the corrections, the OSFM may, after allowing time for corrective action, and after a hearing under Section 1000.160 of the Administrative Rules (41 Ill. Adm. Code 1000.160), withdraw approval of the Program.

10. A copy of the Administrative Rules (41 Ill. Adm. Code 1000) is available at:
<https://ilga.gov/agencies/JCAR/Sections?PartID=04101000&TitleDescription=TITLE%2041:%20%20FIRE%20PROTECTION>.
11. The Illinois Local Elevator Safety Program Agreement Signature Page follows on the next page of this document.
12. Attach to this Agreement a completed Local Elevator Safety Program Information Form.

ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT SIGNATURE PAGE

LOCAL ADMINISTRATOR

Name of Local Administrator (Municipality or County):

Signature of Local Administrator's Officer:

____ / ____ / ____
Date Signed:

Printed Name of Officer:

Title of Officer:

Officer's Contact Information:

Email Address:

Street Address:

Phone Number:

City, State, Zip:

OFFICE OF THE STATE FIRE MARSHAL

Agreement Accepted for OSFM by:

Michele Pankow, State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

____ / ____ / ____
Date Signed/Accepted:



RESOLUTION 2025-xx

A RESOLUTION APPROVING THE ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

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

WHEREAS the Village desires to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 ILL. ADM. CODE 1000; and

WHEREAS an Illinois Elevator Safety Program Agreement between the Office of the State Fire Marshal ("OSFM") and the Village is necessary in order for the Village to operate an Elevator Safety Program.

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 attached Illinois Safety Program Agreement, attached hereto as Exhibit "A", is hereby approved and the Village President is authorized and directed to execute said Agreement.

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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.h. O-2025-107

Ordinance Updating the Material and Labor Purchase to Reclamite in Lieu of CRF under the Corrective Asphalt Materials, LLC Contract for the 2025 Pavement Rejuvenation Project

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the purchase the material and labor for reclamite in lieu of CRF under the Corrective Asphalt Material, LLC contract for the 2025 Pavement Preservation project.

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

File Attachments

1. Memo - 2025 Pavement Rejuvenation Project - Reclamite 10152025
2. DRAFT Ordinance - 2025 Pavement Rejuvenation Project - Reclamite



MEMORANDUM

DATE: October 15, 2025

TO: Village Manager Dane Bragg

FROM: Briget Schwab, P.E., Village Engineer

SUBJECT: 2025 Pavement Rejuvenation Project Contract Award Update

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to revise the previously approved contract with Corrective Asphalt Materials, LLC (CAM) to purchase Reclamite material in lieu of CRF Maltene Based Restorative Seal material through the Municipal Partnering Initiative (MPI). There is no change to the previously approved contact amount which was for a not to exceed amount of \$126,731.30 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney. The approved contract includes a contingency fund controlled by the Village in the amount of \$11,488.30 (10.0% of the project cost). Public Works staff will consult with the Village Manager prior to exceeding the original scope of work cost of \$114,833. This project is funded by General Funds.

BACKGROUND

In 2024, the Village of Winnetka led the three-year contract pavement rejuvenation bid for the Municipal Partnering Initiative (MPI). Bids were advertised and publicly opened by the Village of Winnetka on behalf of the MPI on February 28, 2024. CAM was the only qualifying bid received by the MPI. The applicable bid rate for reclamite in 2025 is \$1.25 per square yard.

After further evaluation of the Village's pavement maintenance strategy, staff recommends using reclamite in place of CRF. Reclamite is a maltene-based asphalt preservation treatment that extends pavement life by replenishing essential oils lost during production and oxidation. It is most effective when applied early in the pavement's life cycle, typically on surfaces less than seven years old and in good condition, offers a higher return on investment while being less disruptive to residents. In contrast, the CRF is a corrective maintenance product intended to rejuvenate older, more deteriorated pavement and is a lengthier and more disruptive application.

Switching to reclamite will allow the Village to treat nearly one third more pavement area compared to CRF, covering approximately 92,000 square yards at a similar cost. Staff intends to place reclamite on streets reconstructed or resurfaced during Phase I of the Infrastructure Modernization Program (2018–

2020). This proactive maintenance approach protects the Village's investment in recently improved roadways and supports the goal of continuing pavement preservation efforts on an annual basis. While this product is new to Buffalo Grove it has been used for many years in neighboring communities including the Village of Arlington Heights and Wheeling.

All work associated with this project is expected to be completed by November 30, 2025.



ORDINANCE 2025-xxx

AN ORDINANCE UPDATING THE MATERIAL AND LABOR PURCHASE TO RECLAMITE IN LIEU OF CRF UNDER THE CORRECTIVE ASPHALT MATERIALS, LLC CONTRACT FOR THE 2025 PAVEMENT REJUVENATION PROJECT

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

WHEREAS, on March 17, 2025 the Village Board approved an Ordinance (2025-44) Authorizing the Purchase of CRF Maltene Based Restorative Seal Material and Labor for the 2025 Pavement Rejuvenation Project from Corrective Asphalt Materials, LLC (CAM)

WHEREAS, after further evaluation staff recommends using Reclamite instead of CRF for the 2025 Pavement Rejuvenation Project

WHEREAS, the Village is a member of the Municipal Partnering Initiative and

WHEREAS the Village may make purchases in accordance with Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.)

WHEREAS, the Municipal Partnering Initiative engaged in a competitive procurement process involving both CRF and Reclamite to obtain the best value for money.

WHEREAS, the Village Board finds it in the Village's best interest to change from CRF to Reclamite for the 2025 Pavement Rejuvenation Project

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 Reclamite in lieu of CRF material and labor from Corrective Asphalt Materials, LLC (CAM) for the 2025 Pavement Rejuvenation Project at a price not to exceed \$114,833.00 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

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 8.i.

Motion to Waive Bids and Seek Proposals for specialized valve maintenance equipment.

Contacts

Liaison: Trustee Cesario

Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve authorization for staff to seek proposals for specialized valve maintenance equipment.

Summary

Staff seeks authorization to waive bids and seek proposals for specialized valve maintenance equipment. Unit E26, a Wachs Valve Maintenance Trailer purchased in 2008, has exceeded its intended 10-year service life and is due for replacement. Given the specialized nature of valve maintenance equipment and the limited number of qualified vendors, staff is requesting Village Board authorization to waive bids and seek proposals for a replacement unit to ensure compatibility with existing systems and operational continuity. Staff will bring the proposed purchase and selected proposal back to the Village Board for review and approval once pricing and vendor recommendations are finalized.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 3: Plan and Invest in the Future

Goal

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

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: October 20, 2025

AGENDA ITEM 9.a. O-2025-108

Ordinance Authorizing a Contract with Allan Integrated Control Systems, Inc. for the SCADA Upgrade Project

Contacts

Liaison: Trustee Weidenfeld

Staff: Chris Krase

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing a contract with Allan Integrated Control Systems, Inc. for the SCADA Upgrade Project in an amount not to exceed \$851,090.00.

Summary

See attached memo.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

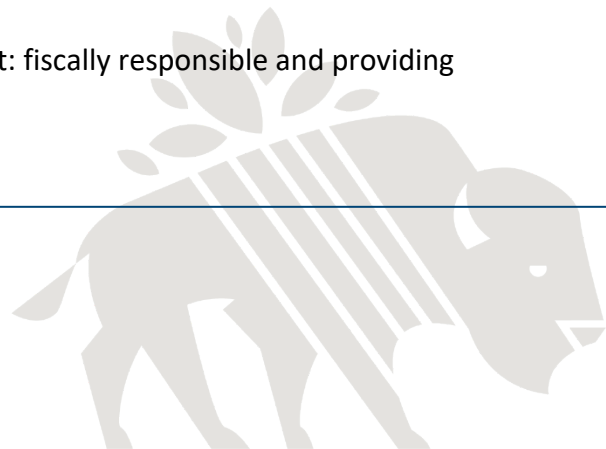
Principle 3: Plan and Invest in the Future

Goal

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

File Attachments

1. Memo - SCADA Upgrade - 092525
2. DRAFT Ordinance - SCADA Upgrade
3. DRAFT Contract - SCADA Upgrade





MEMORANDUM

DATE: September 25, 2025

TO: Dane Bragg, Village Manager

FROM: Chris Krase, Public Works Superintendent

SUBJECT: Supervisory Control and Data Acquisition (SCADA) Upgrade

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Allan Integrated Control Systems, Inc. for the Village's SCADA system upgrade project in an amount not to exceed \$851,090.00, pending review and approval by the Village Attorney. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$77,371.82 (10.0% of the project cost). Public Works staff will consult with the Village Manager prior to exceeding the proposal price of \$773,718.00.

BACKGROUND

In anticipation of the existing system's components and software reaching end-of-life, the Village initiated a comprehensive evaluation of its SCADA system in 2022. In 2023, the Village issued an RFP for a design recommendation that would provide a roadmap for modernization. The goal was to develop a solution that both encompassed the Village's existing equipment and provided scalability to meet future technological demands.

Through this process, three highly qualified integrators were identified: Flexware Innovation, Concentric Integration, and Allan Integrated Control Systems, Inc. (Allan-ICS). Flexware was selected to complete the design phase due to their strong proficiency with the Village's selected SCADA software platform, Ignition. Flexware delivered final design and budgetary recommendations in early 2025, enabling staff to begin preparatory projects including communications upgrades and installation of new monitoring hardware.

In August 2025, the Village sought proposals from the three integrators to execute the full upgrade in alignment with Flexware's design. Proposal costs ranged from \$773,718.18 to \$868,869.00. Allan-ICS submitted the lowest qualified proposal.

EVALUATION

Staff conducted an in-depth review of the proposals, including follow-up questions and reference checks. Based on this review, Allan-ICS demonstrated itself as the best-qualified integrator for the Village's SCADA system upgrade. Allan-ICS has over 50 years of experience in water and wastewater SCADA integration and has built a strong reputation as a trusted leader in the field. Their sole focus on water and wastewater utilities ensures deep technical expertise and proven solutions for systems of all sizes. The company has successfully completed SCADA integration projects for major clients including the City of Chicago Department of Water Management, the Milwaukee Metropolitan Sewerage District, the Village of Wilmette, and the City of Highland Park.

Allan-ICS has a strong track record of minimizing system downtime during critical upgrades by phasing construction, conducting factory acceptance testing, and maintaining strict compliance with client IT security requirements. Additionally, Allan-ICS maintains a UL-508A/UL-698A certified panel shop and employs a multidisciplinary team of engineers and technicians with expertise in PLC programming, SCADA application development, instrumentation, and IT/cybersecurity. This full-service capability allows them to handle all aspects of the Village's upgrade in-house, ensuring consistency, accountability, and long-term support.

This project has been budgeted in FY 2025 and FY 2026 in the Water and Sewer Capital Funds.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A CONTRACT WITH
ALLAN INTEGRATED CONTROL SYSTEMS, INC. FOR
THE SCADA UPGRADE PROJECT

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

WHEREAS the Village seeks to enter into a contract with Allan Integrated Control Systems, inc. for the SCADA Upgrade Project.

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 contract with Allan Integrated Control Systems, inc. for the SCADA Upgrade Project at a price not to exceed \$851,090.00 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

SCADA UPGRADE

2025 SCADA Upgrade (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Allan Integrated Control Systems, Inc. (hereinafter the “**Contractor**”) on this 20th day of October, 2025 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited proposals for the Work (defined below), Contractor has submitted a proposal for the Work and Village has selected Contractor for the Work based on their proposal; and

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

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

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

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

ARTICLE II - CONTRACT DOCUMENTS

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

- Contract Exhibit A – Description of the Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance and Payment Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

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

ARTICLE III - CONTRACT AMOUNT

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

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

ARTICLE IV – APPLICATION FOR PAYMENT

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

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Utilities Superintendent of Public Works, provided that acceptance by the Utilities Superintendent of Public Works shall not be unreasonably delayed, on or before July 1, 2026.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

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

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Utilities Superintendent of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Utilities Superintendent of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

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

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
5. Builder Risk Property Coverage with Village as loss payee

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

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

4. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

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

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage’s required under this contract, The Village may purchase such insurance coverage’s and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
1650 Leider Lane
Buffalo Grove, IL 60089
MSkibbe@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:tcwisniewski@vbg.org

IF TO THE CONTRACTOR: Allan Integrated Control Systems, Inc.
2021 Beulah Ave
East Troy, WI. 53120
BBeaird@allen-ics.com
ATTN: Ben Beaird

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Utilities Superintendent of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Utilities Superintendent of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Utilities Superintendent of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Utilities Superintendent of Public Works, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Utilities Superintendent of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Utilities Superintendent of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Utilities Superintendent of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Utilities Superintendent of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Utilities Superintendent of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

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

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Utilities Superintendent of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Utilities Superintendent of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

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

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

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

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage

Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

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

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

J. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

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

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

Allan Integrated Control Systems, Inc.
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

DRAFT

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of Work]

DRAFT

SCOPE OF WORK

Overview

Following is a high level overview of the tasks envisioned for this project. Proposers are encouraged to provide an approach and narrative detail for each of the high-level tasks and related risks to the items listed below.

- Project Management, Equipment Procurement, and Oversight
- External Systems Interfaces
- SCADA & PLC Design, Programming, Configuration, Commissioning, and Testing
- Control Panel Build
- Training, Documentation, and Post Deployment Support
- Planning for Appropriate Support of new Systems

SCOPE BY SITE

Village Integrator Information Technology Coordinator

During this project, Village of Buffalo Grove or its IT contractor will provide the integrator:

- Communication infrastructure between Public Works and remote sites.
- Existing Network Diagrams in native format
- All Windows Server and related user licensing
- Active Directory Identity Management and 2-Factor Authentication setup
- Backup agents for SCADA server(s)
- Antivirus/antimalware licensing for servers
- The integrator will provide and coordinate Layer 3 (IP) and Layer 4 (TCP) design for devices that directly interface with existing Village owned equipment with the Village's IT contractor to provide the required connectivity between sites. (Integrator is responsible for all Public Works site static IP addressing and related network configuration)
- Secured 2FA access for remote access to SCADA environment during the project

The following is an overview of SCADA related hardware improvements suggested to be included at each site. Note that this should not be considered a comprehensive list of materials and the Integrator is expected to provide a proposal that includes all that is necessary for a complete and fully functional new operating SCADA system. Note also that where specific parts or models are listed, the Integrator is expected to either provide pricing based on those models or provide details on "or equal" versions along with expected reduced or additional cost, as well as reasoning, behind the suggested alternate. The Village expressly does not warrant the completeness or accuracy of this list and proposers are encouraged to visit sites to confirm what is required for a complete and satisfactory SCADA upgrade.

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
<i>Station 1</i>			
1	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard	5069-L320ER	1

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 16 Channel Relay Output Module	5069-OW16	2
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	9
5	5069 Compact I/O 16 Channel 24VDC Sink Input Module	5069-IB16	4
6	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-OF4	1
7	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module	5069-IF8	2
8	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
9	5-Port Unmanaged Ethernet Switch	1783-US5T	1
10	Replacement Enclosure Doors	TBD	2
11	Replacement Back Panel	TBD	1
Station 2			
1	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard	5069-L320ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 16 channels AC input modules	5069-IA16	4
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	12
5	5069 Compact I/O Field Potential Distributor Module	5069-FPD	3
6	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	3
7	5069 Compact I/O 16 Channel Relay Output Module	5069-OW16	2
8	5069 Compact I/O 16 Channel 24VDC Sink Input Module	5069-IB16	1
9	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-OF4	2
10	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	2
11	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module	5069-IF8	1
12	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
13	5-Port Unmanaged Ethernet Switch	1783-US5T	1
14	Replacement Enclosure Doors	TBD	2
15	Replacement Back Panel	TBD	1
Station 6			
1	CompactLogix 5380 Controller, 3MB, 31 I/Os, 60 nodes, Standard	5069-L330ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 16 channels AC input modules	5069-OX4I	2
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	17
5	5069 Compact I/O Field Potential Distributor Module	5069-OW16	2
6	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-IB16	5
7	5069 Compact I/O 16 Channel Relay Output Module	5069-OF4	3

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
8	5069 Compact I/O 16 Channel 24VDC Sink Input Module	5069-IY4	4
9	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-IF8	1
10	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
12	5-Port Unmanaged Ethernet Switch	1783-US5T	1
13	Replacement Enclosure Doors	TBD	2
14	Replacement Back Panel	TBD	1
Station 7			
1	CompactLogix 5380 Controller, 3MB, 31 I/Os, 60 nodes, Standard	5069-L330ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module	5069-IF8	3
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	17
5	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-OF4	3
6	5069 Compact I/O Field Potential Distributor Module	5069-FPD	6
7	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	6
8	5069 Compact I/O 16 channels AC input modules	5069-IA16	6
9	5069 Compact I/O 16 Channel Relay Output Module	5069-OW16	5
10	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
11	5-Port Unmanaged Ethernet Switch	1783-US5T	1
12	Replacement Enclosure Doors	TBD	2
13	Replacement Back Panel	TBD	1
Jackson LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 16 channels AC input modules	5069-IA16	1
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	3
5	5069 Compact I/O 16 channels AC output module	5069-OA16	1
6	5069 Compact I/O Field Potential Distributor Module	5069-FPD	1
7	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	1
8	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	1
9	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
10	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Johnson LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
3	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	2
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	6
5	5069 Compact I/O Field Potential Distributor Module	5069-FPD	2
6	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	2
7	5069 Compact I/O 16 channels AC output module	5069-OA16	1
8	5069 Compact I/O 16 channels AC input modules	5069-IA16	2
9	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-OF4	1
10	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
11	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Linden LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	1
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	4
5	5069 Compact I/O Field Potential Distributor Module	5069-FPD	1
6	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	1
7	5069 Compact I/O 16 channels AC output module	5069-OA16	1
8	5069 Compact I/O 16 channels AC input modules	5069-IA16	2
9	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
10	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Port Clinton LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	1
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	6
5	5069 Compact I/O Field Potential Distributor Module	5069-FPD	3
6	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	3
7	5069 Compact I/O 16 channels AC output module	5069-OA16	1
8	5069 Compact I/O 16 channels AC input modules	5069-IA16	3
9	5069 Compact I/O 16 Channel Relay Output Module	5069-OW16	1
10	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
11	5-Port Unmanaged Ethernet Switch	1783-US5T	1
River Oaks LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
2	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR	5069-RTB64-SCREW	1
3	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input	5069-IY4	2
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	7
5	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module	5069-OF4	1
6	5069 Compact I/O Field Potential Distributor Module	5069-FPD	2
7	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	2
8	5069 Compact I/O 16 channels AC output module	5069-OA16	1
9	5069 Compact I/O 16 channels AC input modules	5069-IA16	2
10	5069 Compact I/O 16 Channel Relay Output Module	5069-OW16	1
11	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
12	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Route 22 LS			
1	CompactLogix 5380 Controller, 1MB, 8 I/Os, 24 nodes, Standard	5069-L310ER	1
2	Power terminal RTB kit for CompactLogix 5380 Controllers	5069-RTB64-SCREW	1
3	5069 Compact I/O 4 Channel Universal Voltage/Current/RTD/TC Analog Input, 16-bit resolution, 1ms channel update rate, analog scaling	5069-IY4	1
4	5069 Compact I/O 18 pins Screw type terminal block kit	5069-RTB18-SCREW	5
5	5069 Compact I/O 2 Channel High Speed Counter Module with 4 Channel 24VDC Source Outputs, hold last state, up to 4 events triggers, 2 tier fault mode	5069-HSC2XOB4	1
6	5069 Compact I/O Field Potential Distributor Module	5069-FPD	1
7	5069 Compact I/O 6 pin Screw type RTB packed kit	5069-RTB6-SCREW	1
8	5069 Compact I/O 16 channels AC input modules	5069-IA16	2
9	5069 Compact I/O 16 channels AC output module	5069-OA16	1
10	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
11	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Camelot LS			
1	OnLogic Panel PC for Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Chatham LS			
1	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Cambridge LS			
1	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Golfview LS			

ITEM	PRODUCT DESCRIPTION	PART NUMBER	QTY
1	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Raupp LS			
1	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Old Treatment Plant LS			
1	OnLogic Panel PC with Ignition Edge HMI	CV-P1101	1
2	5-Port Unmanaged Ethernet Switch	1783-US5T	1
Long Grove - BG Interconnect			
1	No hardware necessary. Existing installation just needs to be programmed to communicate to Master Site.		
Lake County PW Pekara - BG Interconnect			
1	No hardware necessary. Existing installation just needs to be programmed to communicate to Master Site.		
Master PW Site (SCADA, Historian, Reporting Connection)			
1	Ignition Gateway Server License, Design, Develop, Install, UDT development, new HMI screen development, alarming development, and Configure New Virtual Ignition Server and required network communications and Active Directory authentication setup. Enable read-only (no control) remote access for designated Public Works employees. Coordinate server backups and patching with Village IT.		1
2	Provide script to push SCADA (Ignition) Data to Waterly (See github.com/waterlyapp for details on API) for Village-provided Waterly tags.		1
3	Develop and provide SCADA Historian. OPTIONAL: If a separate Historian (separate from what is included with Ignition) is recommended, provide separate pricing for Historian including cost of perpetual software licensing and added labor).		1
4	OPTIONAL: Provide Ignition Development Server for testing, development. No separate license is required.		1

OVERALL PROJECT MANAGEMENT

The Village requests that the Integrator provide project management and oversight adequate to manage the scope, schedule, and the Village's expectations of this project. The Integrator is encouraged to propose timing, methodology, and meetings if feels necessary to meet these needs.

TRAINING AND DOCUMENTATION

Integrator to provide, at a minimum, in native digital format:

- All Commented PLC, HMI, OIT, radios (if programmed), firewall (if programmed), routers, and related OT equipment code organized clearly by name of site
- Updated Panel Drawings
- Updated Network Diagrams (see details in Introduction & Overview)
- Asset Register of all significant assets (see details in Introduction & Overview)
- IP Addressing Spreadsheet
- New SCADA Orientation for all operations staff
 - < 6 hours on-site training expected (2 sessions @ 2-3 hrs/ea)
 - Overview of new system design and operation
 - Logging in and navigating new SCADA HMI from Village's LAN
 - Accessing SCADA with authorized mobile device
 - Basic Historian Operation
 - Interacting with and acknowledging alarms
- New SCADA Orientation for all supervisory staff to include
 - < 6 hours on-site training expected (2 sessions @ 2-3 hrs/ea)
 - Present overview of system design and supervisory operation
 - Configuration of Remote Access permissions for staff
 - Basic HMI screen editing
 - Historian / trend configuration and saving of trends
 - Basic Python Overview – review Waterly Data Push Script
 - Exporting Data Functionality
 - Adjusting, bypassing (shelving) and configuring alarms
 - Basic troubleshooting of common/expected issues/problems
 - Inductive University Registration and basic Orientation (how to take self-paced Ignition classes).

Projected Timeline

Finalize design and in-depth system review	10/21/25 to 11/4/25
System design phase for procurement	11/5/25 to 11/19/25
Construction Phase	11/20/25 to 2/15/26
Implementation and Start-up	2/16/26 to 4/3/26
Training Phase	4/4/26 to 4/30/26

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

DRAFT

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: CIC1962641

KNOW ALL MEN BY THESE PRESENTS, That Allan Integrated Control Systems, Inc. (the "**Principal**") and Capitol Indemnity Corporation (the "**Surety**"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "**Village**"), the full and just sum of Seven Hundred Seventy Three Thousand Seven Hundred Eighteen & 18/100 Dollars (\$ 773,718.18) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular SCADA Upgrade Project between Principal and the Village dated 20th day of October, 2025, (hereinafter referred to as the "**Contract**"), a copy of which is attached and incorporated by reference as though fully set forth herein.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and sea 20th day of October, 2025.

SURETY
Capitol Indemnity Corporation
PO Box 5900
Madison, WI 53705-0900

By: [Signature]
Name: Jack Anderson
Title: Attorney-in-Fact

ATTEST

By: [Signature]
Katie Godfrey, Underwriter Assistant

PRINCIPAL
Allan Integrated Control Systems, Inc.
2021 Beulah Ave
East Troy, WI 53120

By: [Signature]
Name: Ann Zess
Title: President

ATTEST

By: [Signature]

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

If Contractor is Partnership, all partners should execute Bond.

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1962641

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JACK ANDERSON; RONALD KAIHOI; RITA JORGENSON -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

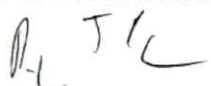
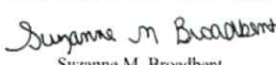
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

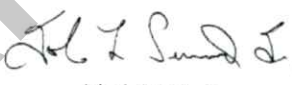
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



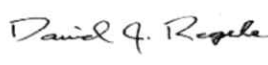
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

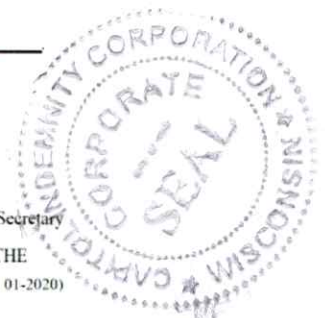
STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of October, 2025




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary



THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



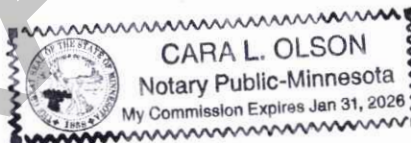
On this 1st day of October, 2025, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC

My Commission Expires

1/31/2026



CONTRACT EXHIBIT D – PARTIAL LIEN WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____

for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) _____ OF

(COMPANY NAME) _____ WHO IS THE

CONTRACTOR FURNISHING _____ WORK ON THE BUILDING

LOCATED AT _____

OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD'G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

CONTRACT EXHIBIT E – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



Village of Buffalo Grove

SCADA Upgrade 2025

Proposal and Contract Documents

DRAFT

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INVITATION FOR PROPOSALS

SCADA Upgrade

The Village of Buffalo Grove (the “**Village**”) herein invites you to submit a proposal to upgrade the Village’s SCADA system. All associated work is within the Village of Buffalo Grove, Illinois, as herein specified and directed by the Director of Public Works, Department of Public Works, 1650 Leider Lane, Buffalo Grove, Illinois, 60089.

PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

TIMELINE

Item	Date
Proposal questions due	8/26/2025
Proposals due	09/03/2025
Review of proposals	09/10/2025
Integrator Selection & Award	09/15/2025
Anticipated Project Start	09/16/2025
Finalize Design	10/15/2025
Startup Start Date	01/12/2026
Startup Substantial Completion	02/27/2026
Documentation & Asset Management	03/31/2026

INSTRUCTIONS TO INTEGRATORS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Public Works Utilities Superintendent via email at ckrase@vbg.org with the subject line “Scada Upgrade 2025”. All comments, concerns and questions regarding the Work must be received by 9:00 AM local time on the Question Due Date (defined above).

PROPOSAL DOCUMENTS

Each integrator must submit of the following documents (collectively, the “**Proposal**”):

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Completed Schedule of Prices set forth on **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.

PROPOSAL SUBMITTAL

All proposals must be submitted electronically to the Village of Buffalo Grove Public Works Utilities Superintendent via email at ckrase@vbg.org with the subject line “Scada Upgrade 2025”. by the Due Date on Wednesday September 10, 2025, at 9:00 AM local time.

QUALIFICATION OF INTEGRATORS

1. Proposers **MUST** have **preapproval** from Village based on a previous Request for Qualifications submittal. **ONLY FIRMS ON THE VILLAGE’S EXISTING APPROVED SCADA RFQ LIST SHOULD SUBMIT** a proposal.
2. Licensed to do business in the State of Illinois.
3. A demonstrated track record of Allen Bradley and Inductive Automation related SCADA and IT/OT projects, primarily with water and wastewater public sector customers.
4. A demonstrated track record of SCADA and related support in the Chicago metropolitan area.

It is the intention of the Village to award the Work only to an integrator who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The Village reserves the right to make such investigations as it deems necessary to determine the qualifications and ability of any integrator. To that extent, all integrators agree to furnish to the Village any information and data requested by the Village in its investigation. Failure of an integrator to provide any information or data requested by the Village in its investigation will be grounds to reject that integrator from consideration for the Work.

INSTRUCTIONS TO INTEGRATORS

1. Integrators must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the structural integrity of the building, the conditions of the ground, building codes. No extra compensation will be given to any integrator who fails to apprise themselves of the conditions under which the Work is to be performed.
2. All exceptions requested by a integrator to the Contract must be submitted with their Proposal.
3. Integrators shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state, or federal government.

EVALUATION & SELECTION OF INTEGRATOR

1. Demonstrated Qualifications / Integrator fit – team personnel, location, experience, resources, creativity, and approach applicability to the Village’s vision.
2. Applicable experience on similar projects .
3. Proposed Schedule and Integrator Workload.
4. Proposed support-The integrator’s ability to support the Village in the future.
5. Completeness approach (detailed scope of services/tasks, etc.)
6. Price / Competitiveness
7. Optional interview responses- The Village may have follow up questions for the Integrators to clarify scope, schedule, or fee.

RESERVATION OF RIGHTS

The Village reserves the following rights regarding the proposal process:

1. The right to accept the Proposal that is, in the Village’s sole judgment, the best and most favorable to the interests of the Village and the public.
2. To reject any integrator.
3. The right to award the proposal in part or in whole or not award any portion of the proposal, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to award to multiple contractors and to reject any or all proposal.
4. To accept and incorporate corrections, clarifications or modifications following the proposal Due Date when doing so would not, in the Village’s opinion, prejudice the procurement process or create any improper advantage to any integrator.
5. To waive irregularities and informalities in the procurement process or in any submitted Proposal; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and integrators shall not rely upon, or anticipate, such waivers in submitting their Proposal.
6. To disqualify any integrator that is found to have contacted the Village’s personnel in any manner with regard to the Work.
7. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Proposal.
8. Reject any subcontractor from working on the Work if they are not listed in the Proposal.
9. Disqualify any integrator who requests changes to the Contract when such changes were not submitted with their Proposal.
10. The right is reserved to the Village to increase or decrease the quantities shown in the schedule of pricing.

12. All integrators are prohibited from making any contact with the any official or employee of the Village (collectively, “Municipal Personnel”) with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any integrator that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State’s Attorney for review and prosecution.

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EXHIBIT A - SCHEDULE OF PRICES

Name of Integrator:

Address of Integrator:

City _____ State _____ Zip _____

Telephone _____

Email Address: _____

The Integrator declares, represents, and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Submit Proposal. In particular, the Integrator declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Integrator waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Integrator further declares that if their Proposal is accepted, that Integrator will enter into the Contract in the same form as set forth in the Proposal and Contract Documents. However, Integrators may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this proposal is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance and Payment Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the integrator has abandoned this proposal, and thereupon this proposal and the acceptance thereof shall be null and void, and such security accompanying this Proposal shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

EXHIBIT A - SCHEDULE OF PRICES (cont.)

Integrators are requested to break down costs as shown in the table below for each site including hardware & software, expected sub-consultants or contractors, travel expenses, and integrator labor at billing. There are a number of “locations” at the end of the table that are for Public Works or general project applicability. Any contingencies or markups on subs or materials should be included with its respective row. The “Other” row at the bottom can be expanded if the Integrator feels any other potential optional scope items should be called out separately. The Village is exempt from Sales Tax and tax should not be included in any materials. All software should be licensed to the Village of Buffalo Grove to Chris Krase (ckrase@vbg.org).

Location	Hardware & Software	Subs	Travel Expenses	Labor	Site Total
Station 1					
Station 2					
Station 6					
Station 7					
Jackson					
Johnson					
Linden					
Port Clinton					
River Oaks					
Route 22					
Camelot					
Chatham					
Cambridge on the Lake					
Golfview					
Raup					
Old Treatment Plant					

Long Grove - BG Interconnect					
Lake County PW Pekara - BG Interconnect					
Master Site (SCADA, Historian, Reporting Connection)					
Optional: Master Site Canary Perpetual Historian					
Optional: Master Site SCADA Development Server					
Overall Project Other (PM, Leadership, Oversight, other)					
Training & Documentation					
Other (Provide Comments)					
TOTALS					

EXHIBIT A - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Integrator, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the integrator packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

Date

Phone

Legal Entity

E-mail

(Sign here)

(Print Name)

EXHIBIT B – REFERENCE LIST

Please provide references for at least three projects in the last 3 years. Ideally, project references should be Ignition and Rockwell Logix 5000 based projects in the utility water space.

Contact Name: _____

Municipality/Business: _____

Dates Contracted: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Contracted: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Contracted: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Contracted: _____ to _____

Phone Number and E-mail address: _____

INTRODUCTION & OVERVIEW

The Village of Buffalo Grove is soliciting proposals from qualified Professional Services SCADA Systems Integrators and/or teams that include Systems Integrators, with demonstrated experience in the design, installation, service and support of advanced SCADA and related OT and IT systems. The Village requires that qualified firms are familiar with modern IT/OT, Cybersecurity, and advanced SCADA technologies. The selected Integrator is to finalize the design and provide a new replacement SCADA system network of water treatment PLCs, virtualized Inductive Automation Ignition-based SCADA servers, new control panels, new Human Machine Interface screens at remote pump stations as well as a new complete ground-up Ignition based SCADA control and monitoring system. The integrator will need to coordinate with the Village's existing contract IT provider, as well as Public Works staff throughout the project. Due to the nature of this project impacting current water and wastewater operations, it is essential that the systems integrator carefully coordinate all operations with Public Works staff throughout the duration of the project.

The SCADA System Upgrade Project will include, in general, the following deliverables:

- **Finalize Design** – The Village has recently completed a SCADA System Assessment and preliminary design that it is confident the overall direction is in its best interest. The selected integrator will have an opportunity to review the assessment and provide any creative or constructive feedback on the design direction, as well as recommend modifications to Public Works staff. Design deviations will be considered but any significant modifications should be noted in the proposal, along with estimates of cost reductions or increases.
- **Controls Equipment & Software Procurement** – The Integrator will be required to provide detailed procurement documents along with unit prices with markup shown, of all significant equipment and software provided in this project, to the satisfaction of the Village's Procurement Manager. The Village is interested in allowing the Integrator to both procure and provide the required equipment and software but will require transparency in the equipment and software costs associated with this project.
- **PLC, SCADA & Related Software Programming** – The Integrator will be responsible to review existing SLC-based PLC programming logic, as well as existing SCADA and historian software, review with the Village and program new CompactLogix based PLCs in the field, as well as new Inductive Automation Ignition SCADA and related software to provide the required supervisory and control required for the Village to operate its water pumping stations and sewer and storm lift stations.
- **Network Coordination** – The Village's existing IT Consultant will be responsible to provide network (Layer 2 and Layer 3) details at the Village's (new) Public Works facility. The Village's existing water and lift station communication network will be utilized and costs associated with any network improvements are not expected and consequently, would be separate from this RFP. The Integrator will be responsible for all local (LAN) IP addressing at all lift stations and water pumping stations, but should coordinate any and all changes in IT or OT design with the Village and its IT Contractor, to help ensure improvements do not result in additional cybersecurity risk to the Village. The Village's IT Consultant will also be

responsible for providing overall identity management and related two-factor authentication to be used by the new SCADA software.

- **Installation & Startup** – After the new PLCs and OIT/HMIs have been programmed, the Integrator will be responsible for coordinating and installing them at all of the sites in this RFP. Village Public Works staff will need to be closely involved with any site’s partial or full outage. The Integrator will be responsible for coordinating station operation during installation and startup.
- **Project Management & Oversight** – The Integrator will be responsible for scheduling, coordinating, and attending regular progress status meetings, as well as regular communication with Village staff on the scope, schedule, and percent complete for each phase and site of this project.
- **Documentation & Asset Management** – The Village would like to receive all paperless documentation complete with source files (i.e. Word, Excel, Visio, Lucid, etc.). The Integrator will be responsible for providing updated panel layout diagrams, physical (Layer 1), VLAN (Layer 2), Network (Layer 3) and application (Layer 7) diagrams, similar to what is provided in Appendix C. All devices with Static IP addresses should be listed in Excel, by site, complete with adequate device description to find the device in the field and know what IP address it is assigned. Documentation shall be provided in native format, as well as a single project PDF, through secure means (encrypted).

The Integrator shall also provide, in native Excel (.XLSX) spreadsheet format, a tabular list of all assets valued at over \$500 purchased for this project, complete with site (location), manufacturer, product name, hardware version number (firmware), model or software version number (complete with options selected), serial number (if applicable), link to manufacturer’s product support page, link to manufacturer’s product documentation, and any comments or installation notes (if applicable). The Village will provide the Integrator with the Village’s preferred naming for all sites, which is to be used in the asset spreadsheet. It is the Village’s intention to import the Integrator-provided digital asset inventory into the Village’s Asset Management / Maintenance Management software.

PROPOSAL SPECIFICATIONS

1. Key items to include in your proposal:

ITEM	DESCRIPTION	EXPECTED LENGTH
COVER LETTER	Include an executive summary of your experience with projects of a similar nature and how you feel your firm is ideally suited to accomplish this project.	1-2 pages
OVERVIEW OF FIRM SERVICES	Provide a short overview of products and services. Boilerplate is ok provided it is current, comprehensive, and applicable.	1-2 pages
PROJECT TEAM	Please list all key personnel expected <u>to work on the project</u> , as well as a summary of their <i>applicable</i> experience, local	<1 page

ITEM	DESCRIPTION	EXPECTED LENGTH
	office location, and contact information. Include what each staff member's role and expected utilization (% of time) is to be spent on the Village's SCADA project.	
ORGANIZATIONAL CHART	Provide a project org chart of key staff and their reporting structure within your organization. If any subs are expected, please include them and their key contacts in the org chart. Include the designated primary point of contact.	<1 page
KEY RISKS	Provide specific and significant risks you see in this project, the expected result of the risk not being managed, along with narrative to on how you will work with the Village to mitigate the risks. This should not be boilerplate, but specific items to this project.	1-2 pages
PROJECT REFERENCES	Provide three to five examples of projects similar in scope to the Village's project. Include a short technical summary of the project, one to two paragraph narrative on the projects challenges and success, as well as a business and technical reference for the Village to speak with.	1-2 pages
APPROACH AND SCHEDULE	The Integrator is asked to provide a summary of their approach, as well as supporting documentation to highlight the approach and schedule required to provide the Village with a comprehensive, modern, reliable, flexible upgrade to its existing SCADA system.	1-4
PROPOSED SUPPORT CONTRACT	The Village is looking to the chosen to provider to provide ongoing support services once the project is complete. Provide narrative and a table of suggested post-project support services as well as how you plan to work with Village Public Works staff, the Village's contract IT provider, and other Village water/wastewater	1-2 pages

APPENDIX A

See Attached SCADA System Assessment provided by FlexWare Innovation

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APPENDIX B

See Attached Water Data Governance Diagram

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APPENDIX C

See Attached SCADA System Network Diagram

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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

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

PRODUCER R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	CONTACT NAME: R&R Certificate Team PHONE (A/C, No, Ext): (262)574-7000 E-MAIL ADDRESS: clcertificates@rrins.com FAX (A/C, No): (262)953-1306																					
INSURED Allan Integrated Control Systems Inc; O ... PO Box 888 2021 Beulah Ave East Troy, WI 53120	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td></td><td>35378</td></tr><tr><td>INSURER B: Cincinnati Insurance Companies</td><td></td><td>10677</td></tr><tr><td>INSURER C: Miller Architects and Engineers</td><td></td><td>15792</td></tr><tr><td>INSURER D: Palomar Excess and Surplus Insurance Co</td><td></td><td>16754</td></tr><tr><td>INSURER E: At Bay Specialty Ins Co.</td><td></td><td>19607</td></tr><tr><td>INSURER F: Underwriters at Lloyds</td><td></td><td>15792</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Evanston Insurance Company		35378	INSURER B: Cincinnati Insurance Companies		10677	INSURER C: Miller Architects and Engineers		15792	INSURER D: Palomar Excess and Surplus Insurance Co		16754	INSURER E: At Bay Specialty Ins Co.		19607	INSURER F: Underwriters at Lloyds		15792
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COVERAGES**CERTIFICATE NUMBER:** 704656**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			Cont. on Acord MKLV3ENV10356	07-08-2025	07-08-2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EBA0583094	07-08-2025	07-08-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			MKLV3EFX101976	07-08-2025	07-08-2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0583096	07-08-2025	07-08-2026	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			B0621PALLA006125	07-08-2025	07-08-2026	ARCHITECTS & ENGINE 2,000,000 ARCHITECTS & ENGINE 2,000,000 ARCHITECTS & ENGINE 50,000

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

Named Insured: Allan Integrated Control Systems Inc; O H Development LLC; Zess Enterprises
Additional Named Insureds: O.H. Development LLC, Ann Zess, Zess Enterprises LLC

Village of Buffalo Grove, its respective elected and appointed officials, agents, employees, consultants, attorneys and representatives are included as additional insured on a primary and non-contributory basis in regard to the General Liability, including ongoing and completed operations per scheduled forms CG2010 (12.19) and CG2037 (12.19) requested to be added to the Evanston GL policy effective 10.10.2025. Endorsement copies to be forwarded when received. Village of Buffalo Grove, its respective, elected and appointed officials, agents, employees, consultants, attorneys and representative are included

CERTIFICATE HOLDER**CANCELLATION**

Village of Buffalo Grove
Attn: Director of Public Works
1650 Leider Lane
Buffalo Grove, IL 60089

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY R&R Insurance Services, Inc.		NAMED INSURED Allan Integrated Control Systems Inc; O ...	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :		INSURER J :	
INSURER H :		INSURER K :	
INSURER I :		INSURER L :	

--

A	TYPE OF INSURANCE	AI	POLICY EFF	General Liability Deductible (BI&PD)	\$ 10,000
	General Liability	☒	07-08-2025	CONTRACTORS POLLUTION LIABILITY	\$ 1,000,000
				CONTRACTORS POLLUTION LIABILITY LIMIT 2	\$ 2,000,000
	POLICY NUMBER	☒	07-08-2026	CONTRACTORS POLLUTION LIABILITY Deductible	\$ 10,000
	MKLV3ENV10356			CONTRACTORS POLLUTION LIABILITY Retroactive Date	\$ 7/8/2024

D	TYPE OF INSURANCE	AI	POLICY EFF	Umbrella	\$ Yes
	Umbrella	☐	07-08-2025	Retention	\$ Yes
				Aggregate Limit	\$ 5,000,000
	POLICY NUMBER	☐	07-08-2026	Each Occurrence Limit	\$ 5,000,000
	CEEXP25000036000			Retained Limit	\$ 0

C	TYPE OF INSURANCE	AI	POLICY EFF	Excess Professional Liability	\$ 3,000,000
	Professional Liability	☐	07-08-2025	Excess Professional Liability Limit 2	\$ 3,000,000
					\$
	POLICY NUMBER	☐	07-08-2026		\$
	B0621PALLA006825				\$

E	TYPE OF INSURANCE	AI	POLICY EFF	OCCURRENCE/AGGREGATE	\$ \$3,000,000
	Cyber Liability	☐	07-08-2025	Cyber Deductible	\$ 2,500
					\$
	POLICY NUMBER	☐	07-08-2026		\$
	AB 6739768 03				\$

F	TYPE OF INSURANCE	AI	POLICY EFF	Cyber Liability-EXCESS	\$ 2,000,000
	Cyber Liability	☐	07-08-2025	Cyber Liability-EXCESS Deductible	\$ 2,500
					\$
	POLICY NUMBER	☐	07-08-2026		\$
	ESo0240412787				\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
					\$
	POLICY NUMBER	☐			\$
					\$

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY R&R Insurance Services, Inc.		NAMED INSURED Allan Integrated Control Systems Inc; O H Development LLC; Zess Enterprises
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

as additional insured on a primary and noncontributory basis on the Automobile Liability when required by written contract. A waiver of subrogation in favor of the additional insureds named above for General Liability, Automobile Liability and Workers Compensation when required by written contract. 30-Day Notice of Cancellation applies in favor of the certificate holder for reasons other than non-payment.
The umbrella is excess to the auto liability.

DRAFT

MKLV3ENV10356

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

DRAFT

MKLV3ENV10356

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EBA0583094

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-08-2024** Policy No. **EWC 058 30 96-04** Endorsement No.

Insured **ALLAN INTEGRATED CONTROL SYSTEMS, INC.**

Insurance Company **THE CINCINNATI CASUALTY COMPANY**

Premium **\$INCL**

Countersigned by _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Village of Buffalo Grove and its elected and appointed officers, officials, employees, agents and volunteers.	51 Raupp Blvd., Buffalo Grove, IL 60089-2198
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

DRAFT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Village of Buffalo Grove and its elected and appointed officers, officials, employees, agents and volunteers.	51 Raupp Blvd., Buffalo Grove, IL 60089-2198
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.